

AGENDA
BOARD OF CITY COMMISSIONERS
MARCH 18, 2024 AT 6:00 PM
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Recognition of 2023 Build Oklahoma - Best in Class Award for KidSpace Park.
2. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)

Citizens may provide comment relevant to City business. Per Oklahoma State Statute 25 O.S. § 311(B)(1), the City Commission may only consider, deliberate, or render decisions on those items of City business that were included in the agenda. For other citizen comments, the City Commission may refer the matter to the City Manager for administrative consideration, or to schedule the matter for Commission consideration at a later date.

3. Consider approval of Consent Agenda:
 - a. Minutes from the February 20, 2024 special call meeting and the February 20, 2024 regular meeting.
 - b. Acknowledge the following minutes and reports:
 - Shawnee Beautification, Parks, and Recreation Committee Minutes from the January 18, 2024 regular meeting and the January 23, 2024 special call meeting.

- Shawnee Senior Citizens Advisory Board Minutes from the December 12, 2023 regular meeting.
 - License Payment Report for February 2024.
 - Project Payment Report for February 2024.
- c. Lake Lease Transfer:
- Belcher Tract Lot 3, 15514 Nickens Rd
From: Harold W Beavers
To: Stony and Kourtney Roberson
 - Johnston Tract Lot 23, 16504 Stevens Rd
From: Shawnee Properties LLC
To: The Jenifer and Richard A Stevenson II Revocable Trust Agreement
- d. Mayor Appointments:
- Shawnee Urban Renewal Authority
Robert Keil 1st Full Term Expires: February 2, 2027
Replaced Jamelle Payne - Term Expired
- e. Authorize a right-of-way easement be given to Canadian Valley Electric Cooperative, Inc., to serve existing City Lake Lot Lease 16504 Stevens Rd., at Shawnee Twin Lakes.
- f. Authorize a right-of-way easement be given to Canadian Valley Electric Cooperative, Inc., to serve existing City Lake Lot Lease 15109 Eckels Drive, at Shawnee Twin Lakes.
- g. Approve Change Order No.1 for Thompson Heights Waterline Project.
- h. Approve Change Order No. 1 for Independence Waterline Project.
- i. Acknowledge Change Order No. 1 for Clearpond Road Culvert Replacement.
- j. Acknowledge Change Order No. 2 for Clearpond Road Culvert Replacement.
- k. Acknowledge Change Order No. 1 for Traffic Signal Storm Damage Repair project.

1. Acceptance of Northside Veterinary Hospital public water line improvements and placing the Maintenance Bond into effect.
4. Presentation of the Pet of the Month by Animal Control.
5. Mayor's Proclamation(s)
 - a. "Alcohol Awareness Month", April 2024
 - b. "Fair Housing Month", April 2024
 - c. "National Donate Life Month", April 2024
6. Public Hearing for consideration of an ordinance amending Section 22-410 of the Zoning Code of the City of Shawnee, Pottawatomie County, more specifically known as Boardinghouse, Roominghouse, Overnight Shelter; providing for repeal; providing for severability; and providing for codification.
7. Discussion of potential amendments to portions of Article VII, Section 22-410 of Chapter 22, related to the operation of shelters for homeless persons.
8. Consideration of a resolution updating the City Fee Schedule by: (1) setting the water rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections (a) and (b), Section 26-26, Article II, Chapter 26 of the City Code; and (2) setting the sanitary sewer rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections (b) and (c), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee.
9. Consideration of a resolution updating the City Fee Schedule by setting the monthly rates and fees for solid waste services pursuant to Subsections (a), Section 23-38, Article II, Chapter 23 of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.
10. Consideration of an appeal of an Administrative Order regarding property located at 602 South Park Avenue.
11. Consideration of a resolution to surplus a 2003 Ford F450 reserve brush pumper.
12. Consideration of a resolution of the City of Shawnee approving the purchase of

Self-Contained Breathing Apparatus (SCBA) Inventory from Municipal Emergency Services, under a Cooperative Purchasing Agreement with Sourcewell; and authorizing to enter into a lease/purchase agreement with Community Leasing Partners.

13. Consideration of a resolution of the City of Shawnee to purchase a Kubota SVL75 utilizing Sourcewell Contract #040319.
14. Consideration of a resolution to withdraw the request for exclusion from the Aqueous Film-Forming Foam (AFFF) Product Liability Litigation (MDL 2873).
15. Consideration and approval of a grant application for a Safe Streets and Roads for All transportation planning grant to the United States Department of Transportation.
16. Consideration of an ordinance amending portions of Article VII, creating Sections 22-299 through 22-309 of Chapter 22, authorizing the operation of residential short-term rentals; providing for repeal; providing for severability; and providing for codification.
17. Consider Bid(s):
 - a. Demolition of Shawnee Regional Airport Terminal (Award)
 - b. Demolition of Shawnee Regional Airport 200 Series T-Hangars (Award)
 - c. Demolition of 702 West Independence (Award)
18. Acknowledge Monthly Sales Tax and Budget Report.
19. Administrative Report(s):
 - a. 2024 Homeless Point-in-Time Count - Rian Harkins, Community Development Director
 - b. Presentation of the Housing Infill Palette - Rian Harkins, Community Development Director
20. New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)

21. Commissioners Comments

22. Consider an executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action, if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding ACLU Letters.

23. Consider matters discussed in executive session in accordance with 25 O.S. §307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding ACLU Letters.

24. Adjournment

Respectfully submitted,



Lisa Lasyone, MMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting, and necessary accommodations will be made. (ADA 28 CFR 36)



Certificate of Recognition

ON THIS 18TH DAY OF MARCH, 2024 TO

ENGINEERING, PUBLIC WORKS, AND PARKS & RECREATION

ON BEHALF OF THE CITY OF SHAWNEE TO ACKNOWLEDGE THEIR INVOLVEMENT
IN SECURING THE ASSOCIATED GENERAL CONTRACTORS OF OKLAHOMA

2023 Build Oklahoma - Best in Class Award

ED BOLT, MAYOR

LISA LASYONE, CITY CLERK

DRAFT

BOARD OF CITY COMMISSIONERS PROCEEDINGS

FEBRUARY 20, 2024 AT 4:30 PM

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Special Called Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Tuesday, February 20, 2024 at 4:30 PM, pursuant to notice duly posted as prescribed by law on Thursday, February 14, 2024 at 9:25 AM. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Yannah Frazier
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4 - Vice Mayor

Mark Sehorn
Commissioner Ward 5

Absent
Commissioner Ward 6

ABSENT: Lauren Richter

CALL TO ORDER

DECLARATION OF A QUORUM

1. Receive governing body training from Oklahoma Municipal Assurance Group (OMAG).

Mr. Bill Tacket and Mr. David Weatherford with Oklahoma Municipal Assurance Group (OMAG) provided governing body training.

2. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (5:20 p.m.)

ED BOLT, MAYOR

ATTEST:

KACIE ECK, CMC
SENIOR DEPUTY CITY CLERK

DRAFT

BOARD OF CITY COMMISSIONERS PROCEEDINGS

FEBRUARY 20, 2024 AT 6:00 PM

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Tuesday, February 20, 2024 at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, February 15, 2024 at 5:45 PM. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Yannah Frazier
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4 - Vice Mayor

Mark Sehorn
Commissioner Ward 5

Absent
Commissioner Ward 6

ABSENT: Lauren Richter

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Recognition of City of Shawnee Emergency Response Personnel for Providing EMS Services During a Special Delivery.

Mayor Bolt presented a Certificate of Recognition to Sgt. Walker Cross, Cpl. Brendan Fulmer, Sgt. Cade Thronebury, and 911 Telecommunicator Hailey Willess.

2. Recognition of Multiple State Championship Wins for Grove School Robotics Teams.

Mayor Bolt presented Certificates of Recognition to team members of Complexity Robotics Team, Golden Robots Robotics Team, and Gears of Entropy Robotics Team.

3. Citizens Participation (A three-minute limit per person)

(A twelve-minute limit per topic)

Citizens may provide comment relevant to City business. Per Oklahoma State Statute 25 O.S. § 311(B)(1), the City Commission may only consider, deliberate, or render decisions on those items of City business that were included in the agenda. For other citizen comments, the City Commission may refer the matter to the City Manager for administrative consideration, or to schedule the matter for Commission consideration at a later date.

Ms. Reva Ingram, Ms. Fhionna Shaughnessy, Ms. Sarah Inselman, Mr. Rob Morris, Ms. Theresa Cody, and Mr. Rick Young spoke during Citizens Participation.

4. Consider approval of Consent Agenda:

a. Minutes from the January 16, 2024 regular meeting and the February 12, 2024 special call meeting.

b. Acknowledge the following minutes and reports:

- Planning Commission Minutes from the December 6, 2023, regular meeting.
- Shawnee Beautification, Parks, and Recreation Committee Minutes from the December 21, 2023 regular meeting.
- License Payment Report for January 2024.
- Project Payment Report for January 2024.

c. Lake Lease Transfer and On-Site Utility Agreement:

- Mosler Tract Lot 3, 16404 Archery Range Rd
From: Link S Cowen
To: Harold L Ake

d. Acceptance of Right-of-Way Utility Easement Agreements for 41401 Wolverine Road.

e. Approve renewal of an Agreement for Beautification Services for the City of Shawnee with South Central Industries, Inc. for trash removal and janitorial services.

f. Acceptance of Country Hollow public water line improvements and placing the Maintenance Bond into effect.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve Consent Agenda Item Nos. 4(a-f). Motion carried 6-0-0.

AYE: Matthews, Sehorn, Engles, Frazier, Bolt, Rutherford

NAY: None

ABSTAIN: None

5. Presentation of the Pet of the Month by Animal Control.

Animal Control Officer Theresa Touchet introduced Gus, an approximately 3-5-year-old cattle dog.

6. Mayor's Proclamation(s)

a. "American Red Cross Month", March 2024

Ms. Loida Haffener Salmond, Executive Director at American Red Cross Central and Southeast Oklahoma, accepted the Mayor's Proclamation for "American Red Cross Month" from Mayor Bolt.

7. Discussion of potential amendments to portions of Article VII, Section 22-410 of Chapter 22, related to the operation of shelters for homeless persons.

Community Development Director Rian Harkins provided a Staff report. He stated that as discussions continue about potential solutions for addressing homelessness in the community, stakeholders have noted that the current zoning code is a barrier to establishing a homeless shelter site. Staff is researching options and will present a draft amendment to Section 22-410 of the zoning code at a future City Commission meeting.

8. Consideration of a resolution calling and providing for the holding of nonpartisan general and general runoff elections in the City of Shawnee, Oklahoma for the purpose of nominating and electing candidates for offices of Mayor, City Commissioner of the Second Ward, City Commissioner of the Third Ward, and City Commissioner of the Fourth Ward; establishing a filing period and qualifications for such offices; designating the manner of electing the various city offices named herein; providing for said elections to be conducted by the Pottawatomie County Election Board; and providing for voting by absentee ballot.

City Manager Andrea Weckmueller-Behringer stated that under the provisions of the Charter and Municipal Code for the City of Shawnee, the City must adopt a resolution calling for and ordering a General Election and General Runoff Election for the purpose of electing City Commission members. The offices of Mayor and Commissioners of Wards 2, 3, and 4 are up for re-election on June 18, 2024.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve a resolution calling and providing for the holding of nonpartisan general and general runoff elections in the City of Shawnee, Oklahoma for the purpose of nominating and electing candidates for offices of Mayor, City Commissioner of the Second Ward, City Commissioner of the Third Ward, and City Commissioner of the Fourth Ward; establishing a filing period and qualifications for such offices; designating the manner of electing the various city offices named herein; providing for said elections to be conducted by the Pottawatomie County Election Board; and providing for voting by absentee ballot.

Resolution No. 6724 was introduced.

**A RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF
NONPARTISAN GENERAL AND GENERAL RUNOFF ELECTIONS IN THE
CITY OF SHAWNEE, OKLAHOMA, FOR THE PURPOSE OF NOMINATING**

AND ELECTING CANDIDATES FOR THE OFFICES OF MAYOR, CITY COMMISSIONER OF THE SECOND WARD, CITY COMMISSIONER OF THE THIRD WARD, AND CITY COMMISSIONER OF THE FOURTH WARD; ESTABLISHING A FILING PERIOD AND QUALIFICATIONS FOR SUCH OFFICES; DESIGNATING THE MANNER OF ELECTING THE VARIOUS CITY OFFICES NAMED HEREIN; PROVIDING FOR SAID ELECTIONS TO BE CONDUCTED BY THE POTTAWATOMIE COUNTY ELECTION BOARD; AND PROVIDING FOR VOTING BY ABSENTEE BALLOT.

Motion carried 6-0-0.

AYE: Sehorn, Rutherford, Matthews, Engles, Frazier, Bolt

NAY: None

ABSTAIN: None

9. Consideration of a contract with Econolite Systems, Inc. for Centracs Mobility Services agreement, an Advanced Transportation Management System.

Director of Engineering Seth Barkhimer stated that the proposed contract encompasses upgrading both the software and hardware deployed in the field, along with training for Staff. It also initiates an annual maintenance agreement with Econolite to ensure that the City's systems are always up-to-date and functioning as intended. The amount of the contract is Ninety-Four Thousand Seven Hundred Thirty Dollars (\$94,730.00).

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Engles, to approve a contract with Econolite Systems, Inc. for Centracs Mobility Services agreement, an Advanced Transportation Management System. Motion 6-0-0.

AYE: Rutherford, Engles, Frazier, Bolt, Sehorn, Matthews

NAY: None

ABSTAIN: None

10. Public hearing for a Conditional Use Permit (CUP) to operate a liquor store on the property at 523 South Chapman Avenue.

Case No. CUP01-24 | Applicant: Jennifer Hunt

Community Development Director Rian Harkins provided a Staff report. He stated that the Planning Commission had a split 3-3 vote on the proposed item. Mr. Harkins also stated that Staff received a petition against the request, which was

determined invalid due to not enough property owner signatures within the 300-foot radius of the property in question. Staff is recommending that item be remanded back to Planning Commission for further discussion.

Mayor Bolt declared a public hearing in sessions for a Conditional Use Permit (CUP) to operate a liquor store on property at 523 South Chapman Avenue. Ms. Jennifer Hunt, Mr. Joe Lee, and Mr. Shawn Cooper spoke in favor. Mr. Charles Bascue, Ms. Theresa Cody, Mr. Rick Young, Mr. Brent McCutchen, Mr. Steven Bascue, and Mr. Bill Rooth spoke against. The public hearing was closed.

11. Consideration of a Conditional Use Permit (CUP) to operate a liquor store on the property at 523 South Chapman Avenue.

Case No. CUP01-24 | Applicant: Jennifer Hunt

Community Development Director Rian Harkins requested the item be remanded back to the Planning Commission for further review and consideration. Discussion was held among the Commission and Staff.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to deny the Conditional Use Permit (CUP) to operate a liquor store on the property at 523 South Chapman Avenue. Motion carried 5-1-0.

AYE: Matthews, Sehorn, Frazier, Bolt, Rutherford

NAY: Engles

ABSTAIN: None

12. Consideration of the following budget amendments for Fiscal Year 2023 – 2024:

- a. Fund 302 - Street Improvement Fund - to fund an increased bid amount for the reconstruction of the Main Street Bridge near Tucker Street with sales tax collections in excess of projections.
- b. Fund 001 - General Fund - to appropriate fund balance for a prior year encumbrance for street sign replacement as a result of the April 2023 tornado.

- c. Fund 603 - Insurance Recovery Fund - to appropriate insurance proceeds received from the April 2023 tornado and a weather event in July 2023.
- d. Grant Fund - 010 - to appropriate grant funds awarded to the Fire Department for the purchase of fire equipment.

Assistant Finance Director Angel Odom provided a Staff report for each of the proposed budget amendments.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve the budget amendments listed in Agenda Item Nos. 12(a-d). Motion carried 6-0-0.

AYE: Matthews, Rutherford, Sehorn, Engles, Frazier, Bolt

NAY: None

ABSTAIN: None

13. Consider Bid(s):

- a. Marie Drive Waterline Project (Award)

Director of Engineering Seth Barkhimer announced that five (5) bids were received. Staff recommends awarding the Base Bid and Alternate No. 1 to Circle B Underground, LLC of Bristow, Oklahoma for the total amount of Five Hundred Twenty-Nine Thousand Four Dollars (\$529,004.00).

A motion was made by Commissioner Engles, seconded by Commissioner Sehorn, to award the Marie Drive Waterline Project to Circle B Underground for the amount of Five Hundred Twenty-Nine Thousand Four Dollars (\$529,004.00), which includes the Base Bid and Alternate No. 1. Motion carried 6-0-0.

AYE: Engles, Sehorn, Matthews, Frazier, Bolt, Rutherford

NAY: None

ABSTAIN: None

14. Acknowledge Monthly Sales Tax and Budget Reports.

Assistant Finance Director Angel Odom reported sales tax collections are up One Million Three Hundred Thirty-Nine Thousand Four Hundred Eighteen Dollars (\$1,339,418.00) or Six Point Eight Percent (6.8%), over the projected

budget year-to-date. She stated that use tax collections are up approximately Five Hundred Sixty-Four Thousand Eight Hundred Fifty Dollars (\$564,850.00) or Twenty-Two Point Five Percent (22.5%), above the projected budget year-to-date.

15. Administrative Report(s):

- a. Bi-Annual Progress Report of the Capital Improvement Plan FY2024-2028
- Danny Vise, Jr., Assistant City Manager

Assistant City Manager Danny Vise provided a presentation on the Bi-Annual Progress Report of the Capital Improvement Plan (CIP) for FY2024-2028. Topics discussed included:

- Capital Plan Policy Recap
- Capital Planning
- FY24-28 CIP Plan
- FY24-28 CIP Plan Status
- Completed Projects
- CIP Plan Next Steps

16. New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)

There was no new business.

17. Commissioners Comments

Commissioner Sehorn commented on the sales tax report, the liquor store CUP item, and the Commissioners' responsibilities to safety - water, sewer, police, fire - core things of community.

Vice Mayor Rutherford thanked Staff for preparation of agenda.

Commissioner Frazier congratulated the Shawnee High School Swim Team as state champions. She also said that she would like to hear from her Ward 3 constituents regarding the homeless discussions

Commissioner Engles congratulated the robotics teams. She also said she

would like to hear from citizens regarding the homeless discussion. She commented on the liquor store CUP.

Commissioner Matthews commented on the discussions at tonight's meeting and the sales tax report.

Mayor Bolt commented on the homeless shelter and the liquor store CUP. He also thanked Staff for the reports.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY (8:21 P.M.).

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (8:26 P.M.).

18. Consider an executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action, if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding PFAS settlement. *(Deferred from January 16, 2024 City Commission Meeting.)*

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Engles, to approve an executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action, if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding PFAS settlement. *(Deferred from January 16, 2024 City Commission Meeting.)* Motion carried 6-0-0.

AYE: Rutherford, Engles, Frazier, Bolt, Sehorn, Matthews

NAY: None

ABSTAIN: None

19. Consider an executive session in accordance with 25 O.S. § 307(B)(4) to

discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action, if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding ACLU Letters.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve an executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action, if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding ACLU Letters. Motion carried 6-0-0.

AYE: Matthews, Engles, Frazier, Bolt, Rutherford, Sehorn

NAY: None

ABSTAIN: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 8:29 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 9:36 P.M. WITH ALL MEMBERS PRESENT.

20. Consider matters discussed in executive session in accordance with 25 O.S. §307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding PFAS settlement. *(Deferred from January 16, 2024 City Commission Meeting.)*

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to authorize the City's attorneys to withdraw the Request for Exclusion from the Aqueous Film-Forming Foam Product Liability Litigation. Motion carried 6-0-0.

AYE: Matthews, Rutherford, Sehorn, Engles, Frazier, Bolt

NAY: None

ABSTAIN: None

21. Consider matters discussed in executive session in accordance with 25 O.S. §307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding ACLU Letters.

No action taken.

22. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (9:38 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, MMC
CITY CLERK

**SHAWNEE BEAUTIFICATION, PARKS, AND RECREATION COMMITTEE
PROCEEDINGS**

JANUARY 18, 2024 AT 4:00 PM

The Shawnee Beautification, Parks, and Recreation Committee of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, January 18, 2024 at 4:00 P.M., pursuant to notice duly posted as prescribed by law at 10:16 A.M. on January 17, 2024. Chairperson Payne presided and called the meeting to order. Upon roll call, the following members were in attendance.

Chad Payn
Chairperson

Sherry Lankford
Vice Chairperson

Absent
Committee Member

Vacant
Committee Member

Sue Nelson
Committee Member

Vickie Winters
Committee Member

Lauren Richter
Commissioner/Committee Member

ABSENT: Zach Foster

CALL TO ORDER

DECLARATION OF QUORUM

1. Consideration of approval of the Minutes from the December 21, 2023 regular meeting.

A motion to approve the December 21, 2023 minutes was made by Sherry Lankford. A 2nd was made by Vickie Winters. Motion carried 5-0

Aye: Chad Payn, Sherry Lankford, Vickie Winters, Sue Nelson, and Lauren Richter.

Nay: None

2. Staff Reports

Staff reported on the following items:

1. Reminder of the Special Call Meeting on Tuesday, January 23, 2024 from 4:00 p.m. to 6:00 p.m.
2. Conducted a tour of our parks on Tuesday, January 9, 2024 with 3 committee members. Will possibly schedule another tour for 2 more committee members.

3. Bathroom remodel project has started at Dean Weigant Park.
4. Started Play in the Park at KidSpace Park. A recreation aide or staff member will go out to the park from 3:00 p.m.-5:00 p.m Monday-Friday and 12:00 p.m.-3:00 p.m. on Saturday, weather permitting, to play games and interact with patrons. Our goal is to encourage more adults to help us create a positive environment at the park. We are focusing on KidSpace Park this spring, but would like to expand it to other parks and hope to recruit volunteers to assist us.
5. Reminder that positions are now open for Splash. We will do a one-day hiring event on March 9, 2024.
6. There are several new senior programs at the Senior Recreation Center this month, including a nutrition class, a dementia support group, a senior book club, and a line dancing night.
7. The mapping system for online viewing of burial spaces at Fairview Cemetery is continuing.

3. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)

No citizen participation at this meeting.

4. Committee Comments

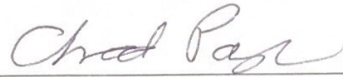
Committee members had the following questions and comments concerning items discussed in Staff Comments:

1. Will staff members and recreation aides be wearing something recognizing they are representing the Parks and Recreation Department while participating in Play in the Park? Amy let the committee know that staff and aides will have their employee badge on and will be wearing a recreation shirt.
2. Are there any updates on the work being done at Shawnee Lake #1, with Amy stating she does not have any updates at this time.
3. What is the age group for volunteering with Play in the Park? Amy let the committee know that 18 and older would be the ideal age group.
4. It was suggested that it's possible Shawnee High School might have NHS students needing to perform volunteer hours to help with Play in the Park or possibly a church youth group might volunteer to help. Amy replied that would be a good idea.
5. Is the Dean Weigant bathroom remodel part of the Master Plan? Amy let the committee know it is actually part of the Capital Outlay.
6. It was suggested it is possible that the drama club at Shawnee High School

could perform at the new amphitheater to help the students fulfill volunteer hours and have some activity in Woodland Park. Amy replied that would be a good idea for future program planning.

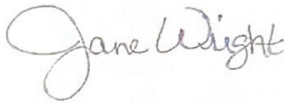
5. Adjournment

A motion to adjourn was made by Sherry Lankford at 4:20 p.m. A 2nd was made by Vickie Winters.



CHAD PAYN
CHAIRPERSON

ATTEST:



JANE WRIGHT
SECRETARY

**SHAWNEE BEAUTIFICATION, PARKS, AND RECREATION COMMITTEE
PROCEEDINGS**

JANUARY 23, 2024 AT 4:00 PM

The Shawnee Beautification, Parks, and Recreation Committee of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Special Call Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, January 23, 2024 at 4:00 P.M., pursuant to notice duly posted as prescribed by law at 9:25 A.M. on January 18, 2024. Chairperson Payne presided and called the meeting to order. Upon roll call, the following members were in attendance.

Chad Payn
Chairperson

Sherry Lankford
Vice Chairperson

Zach Foster
Committee Member

Kerri Keck
Committee Member

Sue Nelson
Committee Member

Vickie Winters
Committee Member

Lauren Richter
Commissioner/Committee Member

ABSENT: None

CALL TO ORDER

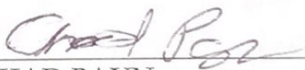
DECLARATION OF QUORUM

1. Winter Workshop

Kerri Foster presented a Winter Workshop to the board to give an overview of the Parks and Recreation department's operation and responsibilities. The board is actively pursuing their new goals and objectives.

2. Adjournment

A motion to adjourn was made at 5:53 p.m. by Sherry Lankford. A 2nd was made by Vickie Winters.


CHAD PAYN
CHAIRPERSON

ATTEST:

Jane Wright

JANE WRIGHT
SECRETARY

SHAWNEE SENIOR CITIZENS ADVISORY BOARD PROCEEDINGS

DECEMBER 12, 2023 AT 9:30 AM

The Shawnee Senior Citizens Advisory Board of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Senior Recreation Center, 401 North Bell Avenue, Shawnee, Oklahoma on, December 12, 2023 at 9:30 a.m., pursuant to notice duly posted as prescribed by law at 10:03 a.m. on December 8, 2023. Chairperson Fogerty presided and called the meeting to order. Upon roll call, the following members were in attendance.

Barry Fogerty

Chairperson

Absent

Vice Chairperson

Absent

Board Member

Ann Dowdy

Board Member

Absent

Board Member

Gary Dowdy

Board Member

Bill Haley

Board Member

Sally Murphy

Board Member

Ed Bolt

Mayor/ Board Member

Absent

Board Member

ABSENT: John Belzer, Pamela Pensoneau,
Phyllis Crosswell, and Albert Rice

CALL TO ORDER

DECLARATION OF QUORUM

1. Swearing in of Gary Dowdy as Citizen Committee Member.

Due to the possibility of not having enough members to make a quorum, Mr. Dowdy was sworn in before the meeting.

2. Consideration of approval of the Minutes from the November 14, 2023 regular meeting.

A motion to approve the November 14, 2023 minutes was made by Ed Bolt. A 2nd was made by Gary Dowdy. Motion carried 6-0.

Aye: Barry Fogerty, Ann Dowdy, Gary Dowdy, Sally Murphy, Bill Haley, and Ed Bolt.

Nay: None

3. Staff Reports

On behalf of Amy, Jane let the committee know the new office chairs, that are being paid for by the Pott County Senior Sales Tax fund, have been ordered and should be delivered this week. Pancakes with Santa went well with many participants, the Christmas Parade was successful, and Rec staff assisted with trash pick up afterward. Amy also wanted the committee to know that we received notification of a \$4000 grant award from the National Recreations and Parks Association. These funds are to be used for group fitness studio enhancements and training for fitness instructors. Jane let the board know the Senior Recreation Center would be closed December 25th and 26th for the Christmas holiday and the Community Center would be closed December 19th through the 26th.

4. Discussion of possible survey questions for Senior Program members.

The committee looked over and discussed the survey questions that staff presented. They would like to add the question "What health programs would you like to see offered?" On behalf of Amy, Jane let the committee know the most beneficial time to conduct the survey would probably be in the spring.

5. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)

We had no citizens participation at this meeting.

6. Board Comments

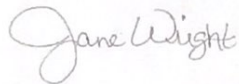
Mr. Dowdy stated that the Committee was not represented at the Christmas Parade and would like everyone to consider participating next year. Mr. Fogerty suggested we encourage the Senior Recreation members to consider ride-sharing to help with the crowded parking at the center. The committee wanted to know if we had offered a COVID vaccine clinic and if any of the staff at the center are First-Aid certified. Jane confirmed that, yes, we did offer a COVID vaccine clinic in the past and yes, staff members are First-Aid/CPR certified. Also, they asked if we had NARCAN in the center and if we offer training on administering NARCAN. Jane confirmed we do not currently have NARCAN, but we are in the process of getting some, and we are working on setting up training for how to administer it.

7. Adjournment

A motion to adjourn was made by Gary Dowdy. A 2nd was made by Sally Murphy.


BARRY FOGERTY
CHAIRPERSON

ATTEST:



JANE WRIGHT
SECRETARY



Entity Payment Report

02/01/2024 - 02/29/2024

Payment Date	Name	Payment Type	Receipt #	Payment Amount
2/29/2024	THE JENIFER & RICHARD A STEVENSON II REVOCABLE TRUST AGREEMENT	Check	3084	1,867.00
2/29/2024	ADUB ELECTRIC LLC	Check	3082	100.00
2/29/2024	KENNETH WEST & LORA DAVIS	Check	3079	792.00
2/29/2024	CS PLUMBING	IBX CC	3080	75.00
2/29/2024	ACOCK CLIMATE CONTROL	IBX CC	3083	75.00
2/29/2024	BUTLER MECHANICAL INC	IBX CC	3078	100.00
2/29/2024	SAFE LINK	IBX CC	3081	50.00
2/28/2024	JERRY L MUSE	Cash	3074	15.00
2/28/2024	DENSE MECHANICAL	Check	3073	75.00
2/28/2024	LIBERTY PLUMBING & GAS	IBX CC	3075	75.00
2/28/2024	SOLVENT DIRECT INC	IBX CC	3077	50.00
2/28/2024	MELISSA ROCHE	IBX CC	3070	15.00
2/28/2024	\$ - VIP PLUMBING OK	IBX CC	3071	75.00
2/28/2024	ACOCK CLIMATE CONTROL	IBX CC	3072	75.00
2/28/2024	TORNADO HEATING & AIR LLC	IBX CC	3076	100.00
2/27/2024	ROBERT GILL	Cash	3069	792.00
2/27/2024	BARTON TREE SERVICE	Cash	3066	25.00
2/27/2024	E & A ELECTRIC	Check	3065	100.00

	SOLUTIONS			
2/27/2024	OLSON 2A PLUMBING LLC	IBX CC	3067	100.00
2/27/2024	ALL ABOUT PLUMBING	IBX CC	3068	150.00
2/26/2024	RAMSEY WARD ELECTRIC	Check	3062	75.00
2/26/2024	BOSS ELECTRIC	Check	3061	75.00
2/26/2024	CASEY ELECTRIC	Check	3060	75.00
2/26/2024	ATEAM STUDIO'S	IBX CC	3064	50.00
2/26/2024	SOLAR POWER OF OKLAHOMA	IBX CC	3063	75.00
2/23/2024	KB ELECTRIC, LLC	Check	3059	150.00
2/23/2024	STEVEN A TAYDUS	Check	3056	15.00
2/23/2024	OKLAHOMA ELECTRICAL SUPPLY COMPANY	Check	3055	75.00
2/23/2024	ROWDY BOYS PLUMBING	IBX CC	3057	75.00
2/23/2024	FREEDOM FOREVER OKLAHOMA, LLC	IBX CC	3058	100.00
2/22/2024	DYLAN SIGMAN & CHARLES MOORE	Cash	3054	776.00
2/22/2024	MARSH ELECTRIC LLC	IBX CC	3052	150.00
2/22/2024	BOTTOMS UP LIQUOR	IBX CC	3051	1,840.00
2/22/2024	DURANGO ELECTRIC LLC	IBX CC	3053	100.00
2/21/2024	GREGORY RYAN	Check	3048	792.00
2/21/2024	GREGORY RYAN	Check	3047	792.00
2/21/2024	STANLEY PLUMBING SERVICES, LLC	IBX CC	3049	75.00
2/21/2024	R-2 ELECTRIC INC	IBX CC	3046	100.00
2/21/2024	MOMENTUM ELECTRIC	IBX CC	3050	75.00
2/20/2024	ROSS ELECTRIC, INC	Check	3045	75.00
2/20/2024	BEDWELLS TREE SERVICE	Cash	3041	25.00
2/20/2024	FLANCO	IBX CC	3043	100.00

	ELECTRIC LLC			
2/20/2024		IBX CC	3042	25.00
2/20/2024	\$ - ECOVOLE	IBX CC	3044	100.00
2/16/2024	STONY AND KOURTNEY ROBERSON	Check	3040	1,867.00
2/16/2024	TRIAD COMPLETE HEALTHCARE LLC	Cash	3039	50.00
2/16/2024	MARY SPENCER	Check	3037	15.00
2/16/2024	DUCT SPECIALIST HEAT AND AIR	IBX CC	3038	75.00
2/15/2024	SHERRIE WHITE & CASSIE JENNINGS	Cash	3036	792.00
2/15/2024	ROBERTS HEAT AND AIR	Check	3034	100.00
2/15/2024	GUERRERO ELECTRICAL SERVICES	Check	3033	75.00
2/15/2024	JW PLUMING	IBX CC	3035	100.00
2/14/2024	TM DIGITAL ENTERPRIZE	Check	3032	50.00
2/14/2024	AGEE FAMILY TRUST	Check	3028	792.00
2/14/2024	MCDONALDS #03673	IBX CC	3031	25.00
2/14/2024	STEP AHEAD CONSTRUCTION LLC	IBX CC	3029	100.00
2/14/2024	CROSS TELEPHONE COMPANY LLC	IBX CC	3030	100.00
2/13/2024	EXHALE BRANDS LLC	Cash	3026	50.00
2/13/2024	EXHALE BRANDS LLC	Cash	3025	1,500.00
2/13/2024	IRWIN SEPTIC LLC	IBX CC	3027	75.00
2/12/2024	ROD C ROBINSON CO	Check	3024	75.00
2/9/2024	GRAMPYS HOME COOKIN	Check	3023	50.00
2/8/2024	ALAM'S U-SAVE TERMITE & PEST CONTROL	Check	3021	25.00

2/8/2024	CRACKERBARRELL OLD COUNTRY STORE INC.	Check	3019	450.00
2/8/2024	JAMES W ISBELL	Cash	3018	3.00
2/8/2024	SELECT SUPERMARKET	IBX CC	3022	50.00
2/8/2024	INTEGRITY PLUMBING DC	IBX CC	3020	100.00
2/7/2024	ON DEMAND RESTAURANT SERVICE LLC	Check	3013	75.00
2/7/2024	ELECTRICAL SOLUTIONS OF OKLAHOMA, INC	IBX CC	3014	100.00
2/7/2024	LEGENDARY CONSTRUCTION & LANDSCAPING LLC	IBX CC	3015	75.00
2/7/2024	LEGENDARY CONSTRUCTION & LANDSCAPING LLC	IBX CC	3016	25.00
2/7/2024	ROSE ROCK HABITAT SHAWNEE RESTORE	IBX CC	3017	50.00
2/6/2024	ALL PHASE ELECTRIC	Check	3012	75.00
2/6/2024	FRANK & MARY SIMS	Cash	3011	792.00
2/6/2024	BETTIE FRAZIER	Cash	3010	15.00
2/5/2024	LINN'S PLUMBING, LLC	Check	3009	75.00
2/5/2024	AIR CONDITIONING SERVICE & REPAIR LLC	Check	3008	75.00
2/5/2024	HOBBY LOBBY #635	Check	3007	15.00
2/5/2024	DOLLAR TREE #07778	Check	3005	15.00
2/5/2024	METRO HVAC	IBX CC	3004	75.00
2/5/2024	DINO WEED CONTROL LLC	IBX CC	3006	25.00
2/2/2024	AARON SALES & LEASE #C0661	Check	3002	15.00
2/2/2024	EFFINGER TREE &	Check	3001	25.00

	LAWN SERVICE			
2/2/2024	EFFINGER TREE & LAWN SERVICE	Check	3000	25.00
2/2/2024	JAMES W ISBELL	Cash	2998	3.00
2/2/2024	GREER'S HEAT & AIR LLC	IBX CC	2999	75.00
2/2/2024	GOLDEN STAR STUDIOS	IBX CC	3003	50.00
2/1/2024	STARKS ELECTRIC CO	Check	2995	75.00
2/1/2024	COE PLUMBING	IBX CC	2996	100.00
2/1/2024	BARNETT ELECTRICAL & HOME SERVICES	IBX CC	2997	75.00
2/1/2024	EXPRESS 24/7 HEATING AND AIR LLC	IBX CC	2994	100.00
				19,045.00

Total Records: 91

3/1/2024



Monthly - City Clerk

02/01/2024 - 02/29/2024

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20240257	2/22/2024	B - Accessory Structure	1901 N PARK	johnny lewis	3 BAY SHOP	15,370	660	\$144.75
20240225	2/16/2024	B - Accessory Structure	3320 N OKLAHOMA AVE	LEGACY BUILDINGS	NEW CONSTRUCTION	20,000	1,200	\$259.50
20240192	2/8/2024	B - Accessory Structure	2220 GRAY DOVE DR	OKLAHOMA SHELTERS	STORM SHELTER	3,900	35	\$29.50
20240235	2/20/2024	B - Commercial - New	704 E INDEPENDENCE ST	KOOLER ICE	MOVE ON	125,000	150	\$29.50
20240230	2/16/2024	B - Commercial - New	1630 N KICKAPOO AVE	TBD	NEW CONSTRUCTION	780,000	6,002	\$2,230.00
20240196	2/8/2024	B - Commercial - New	3939 N KICKAPOO	JRDN, LLC	NEW CONSTRUCTION	0	5,400	\$1,704.50
20240163	2/1/2024	B - Commercial - New	4151 N HARRISON AVE	DEMITA WINEGARDNER	MOVE ON BUILDING	0	480	\$124.50
20240347	2/28/2024	B - Commercial - Remodel	2601 OVAL DR	LINGO CONSTRUCTION	REMODEL	3,500,000	47,422	\$11,860.00
20240268	2/22/2024	B -	600 W	OKLAHOMA	REMODEL	80.925	6.000	\$1,500.00

		Commercial - Remodel	INDEPENDENCE ST STE 1100	COMMERCIAL CONSTRUCTION				
20240161	2/1/2024	B - Commercial - Remodel	8000 N HARRISON AVE	ERNEST G BENGE	CLOSED BY GC	170,000	952	
20240220	2/15/2024	B - Residential - Multi Family	209 S PHILADELPHIA	MARIANO BARRIOS	REMODEL	10,000	3,480	\$744.00
20240354	2/29/2024	B - Residential - New	HAZEL DELL RD	RICHARDSON HOMES	NEW CONSTRUCTION	449,367	4,109	\$877.66
20240243	2/21/2024	B - Residential - New	1309 E ADA	BUILDERS INVESTMENT GROUP	NEW CONSTRUCTION	95,000	924	\$200.85
20240187	2/7/2024	B - Residential - New	1407 LEXI DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	2,377	\$1,234.61
20240181	2/6/2024	B - Residential - New	1200 MUIRFIELD	SWM & SONS	NEW CONSTRUCTION	500,000	5,906	\$1,984.53
20240353	2/29/2024	B - Residential - Remodel	4007 N CHAPMAN	STEFAN PISCHEDDA	REMODEL	29,632	332	\$75.05
20240339	2/27/2024	B - Residential - Remodel	728 N CHAPMAN	LS5 INVESTMENTS	REMODEL	75,000	1,628	\$350.45
20240336	2/27/2024	B - Residential - Remodel	418 N CHAPMAN AVE	JESUS MONTERROSO	REMODEL	4,500	876	\$190.65
20240335	2/27/2024	B - Residential - Remodel	3901 N KICKAPOO #10	MISTY MADER	BUILDING 10	0	0	\$29.50
20240334	2/27/2024	B - Residential - Remodel	3901 N KICKAPOO #9	MISTY MADER	BUILDING 9	0	0	\$29.50

20240333	2/27/2024	B - Residential - Remodel	3901 N KICKAPOO #8	MISTY MADER	BUILDING 8	0	0	\$29.50
20240332	2/27/2024	B - Residential - Remodel	3901 N KICKAPOO #7	MISTY MADER	BUILDING 7	0	0	\$29.50
20240329	2/27/2024	B - Residential - Remodel	3901 N KICKAPOO #6	MISTY MADER	BUILDING 6	0	0	\$29.50
20240328	2/27/2024	B - Residential - Remodel	3901 N KICKAPOO #5	MISTY MADER	BUILDING 5	0	0	\$29.50
20240256	2/22/2024	B - Residential - Remodel	4002 BLAINE RD	PHOENIX CONSTRUCTION DISASTER SERVICES, INC	REMODEL	62,000	480	\$106.50
20240253	2/22/2024	B - Residential - Remodel	302 N KIMBERLY	JOSEPH MCCLURE	REMODEL	60,000	1,630	\$350.88
20240242	2/20/2024	B - Residential - Remodel	816 S PHILADELPHIA AVE	A NEW CREATION ROOFING	CDBG - REMODEL	0	0	
20240224	2/16/2024	B - Residential - Remodel	119 S CENTER	DAVID EROPKIN	REMODEL	45,000	575	\$126.69
20240223	2/16/2024	B - Residential - Remodel	117 S CENTER	DAVID EROPKIN	REMODEL	45,000	575	\$126.69
20240191	2/7/2024	B - Residential - Remodel	2500 E HIGHLAND	JAKE CLANIN	REMODEL	150,000	3,850	\$822.63
20240160	2/1/2024	B - Roof Redeck	1720 N BROADWAY AVE	JAMES MILLER	REDECK	22,000	32	\$54.50
20240270	2/22/2024	B - Solar Panels	1312 CHARLES DR	ECOVOLE	SOLAR PANELS	0	458	\$101.83

20240250	2/21/2024	B - Solar Panels	5 TIMBER CREEK CIR	ION DEVELOPER LLC	NEW INSTALLATION	2,940	213	\$49.76
20240228	2/16/2024	B - Solar Panels	1734 W UNIVERSITY ST	ION DEVELOPER LLC	NEW INSTALLATION	2,940	213	\$49.76
20240217	2/15/2024	B - Solar Panels	802 E MIDLAND	ION DEVELOPER LLC	NEW INSTALLATION	3,822	277	\$63.36
20240202	2/12/2024	B - Solar Panels	1519 N OKLAHOMA AVE	ION DEVELOPER LLC	NEW INSTALLATION	6,174	606	\$133.28
20240199	2/9/2024	B - Solar Panels	3402 N OKLAHOMA	GREEN LIGHT SOLAR	NEW INSTALLATION	44,732	414	\$92.48
20240337	2/27/2024	B - Storm Shelter	204 N EASTERN AVE	OKLAHOMA SHELTERS	NEW INSTALLATION	0	0	\$29.50
20240305	2/23/2024	B - Storm Shelter	1 LANCET CT	CHRIS COKER	NEW INSTALLATION	0	0	\$29.50
20240221	2/15/2024	B - Storm Shelter	4410 N POTTENGER AVE	STORM SAFE SHELTERS	STORM SHELTER / IN GARAGE	0	0	\$29.50
20240208	2/13/2024	B - Storm Shelter	362 STARLIGHT DR	STORM SAFE SHELTERS	STORM SHELTER	3,600	0	\$29.50
20240175	2/5/2024	B - Storm Shelter	4010 N BLAINE RD	ROD C ROBINSON CO	STORM SHELTER	8,000	80	\$29.50
20240233	2/20/2024	B - Swimming Pool	25 DEL RANCHO LN	ADVANCED SPRINKLER AND LANDSCAPE, INC	CONCRETE POOL	71,900	496	\$64.50
20240359	2/29/2024	E - Electrical	722 N LOUISA AVE	ACOCK CLIMATE CONTROL	REPLACE EXISTING	0	0	\$54.50
20240358	2/29/2024	E - Electrical		ALL PHASE ELECTRIC, INC	NEW SERVICE	0	0	\$54.50
20240357	2/29/2024	E - Electrical	1101 W 45TH	ADUB ELECTRIC	ACCESSORY BUILDING	0	0	\$154.50
20240344	2/28/2024	E - Electrical	424 N POTTENGER	MCM ELECTRIC	NEW SERVICE	0	0	\$54.50
20240343	2/28/2024	E - Electrical	201 S RUTH	MCM ELECTRIC	NEW SERVICE	0	0	\$54.50

20240338	2/27/2024	E - Electrical	306 S PARK AVE	MISTER SPARKY	PANEL CHANGE OUT	0	0	\$104.50
20240322	2/26/2024	E - Electrical	238 S OAK	E & A ELECTRIC SOLUTIONS	new service	0	0	\$54.50
20240321	2/26/2024	E - Electrical	414 N TUCKER AVE	E & A ELECTRIC SOLUTIONS	REPLACE EXISTING	0	0	\$54.50
20240320	2/26/2024	E - Electrical	506 S BEARD AVE	FULL SPEED ELECTRIC	REMODEL	0	0	\$54.50
20240319	2/26/2024	E - Electrical	707 W SARATOGA ST	MARSH ELECTRIC LLC	REMODEL	0	0	\$204.50
20240316	2/26/2024	E - Electrical	704 E INDEPENDENCE ST	FULL SPEED ELECTRIC	200 AMP SERVICE	0	0	\$54.50
20240315	2/26/2024	E - Electrical	318 W MACARTHUR	BOB'S ELECTRIC	REMODEL	0	0	\$54.50
20240313	2/26/2024	E - Electrical	603 KICKAPOO SPUR	QUICK CALL ELECTRIC	REPLACE EXISTING	0	0	\$104.50
20240309	2/23/2024	E - Electrical	301 N KENNEDY	ABOVE ALL ELECTRICAL SOLUTIONS LLC	NEW SERVICE	0	0	\$54.50
20240306	2/23/2024	E - Electrical	2620 N UNION AVE	GENERATOR SUPERCENTER	NEW INSTALLATION	0	0	\$54.50
20240269	2/22/2024	E - Electrical	1312 CHARLES DR	ECOVOLE	SOLAR PANELS	0	0	\$54.50
20240263	2/22/2024	E - Electrical	2003 N TUCKER	SOLAR POWER OF OKLAHOMA	NEW INSTALLATION	0	0	\$54.50
20240260	2/22/2024	E - Electrical	209 S PHILADELPHIA	DURANGO ELECTRIC LLC	NEW SERVICE	0	0	\$104.50
20240255	2/22/2024	E - Electrical	1136 E MARGARET ST	ROGERS ELECTRIC	MISCELLANEOUS	0	0	\$54.50
20240251	2/21/2024	E - Electrical	5 TIMBER CREEK CIR	ION DEVELOPER LLC	NEW INSTALLATION	0	0	\$54.50
20240249	2/21/2024	E - Electrical	2439 BRADLEY ST	ADVANCED ELECTRICAL	NEW INSTALLATION	0	0	\$54.50

				TECHNOLOGIES				
20240245	2/21/2024	E - Electrical	4302 TRADITIONAL WAY	TRU-FUSE SOLAR	NEW INSTALLATION	0	0	\$54.50
20240244	2/21/2024	E - Electrical	4302 TRADITIONAL WAY	TRU-FUSE SOLAR	NEW INSTALLATION	0	0	\$64.00
20240239	2/20/2024	E - Electrical	1321 E MAIN ST	FLANCO ELECTRIC	PERMIT 20230176 TAKEOVER	0	0	\$54.50
20240238	2/20/2024	E - Electrical	618 KICKAPOO SPUR	R-2 ELECTRIC INC	SERVICE CHANGE OUT	0	0	\$104.50
20240237	2/20/2024	E - Electrical	412 N KICKAPOO AVE	BOBS ELECTRIC	RESTORE POWER TO BACK BUILDING	0	0	\$54.50
20240232	2/16/2024	E - Electrical	7 LANCET CIR	LARRISON ELECTRIC	NEW INSTALLATION	0	0	\$54.50
20240229	2/16/2024	E - Electrical	1734 W UNIVERSITY ST	ION DEVELOPER LLC	NEW INSTALLATION	0	0	\$54.50
20240218	2/15/2024	E - Electrical	802 E MIDLAND	ION DEVELOPER LLC	NEW INSTALLATION	0	0	\$54.50
20240205	2/12/2024	E - Electrical	1519 N OKLAHOMA AVE	ION DEVELOPER LLC	NEW INSTALLATION	0	0	\$54.50
20240200	2/12/2024	E - Electrical	3402 N OKLAHOMA	GREEN LIGHT SOLAR	NEW INSTALLATION	0	0	\$54.50
20240177	2/5/2024	E - Electrical	1837 N PHILADELPHIA	LARRISON ELECTRIC	NEW INSTALLATION	0	0	\$54.50
20240176	2/5/2024	E - Electrical	1001 N KENNEDY - TENNIS COURT	MARSH ELECTRIC LLC	REPAIR EXISTING	0	0	\$54.50
20240171	2/5/2024	E - Electrical	2 APACHE	POTEET ELECTRIC	SERVICE UPGRADE	0	0	\$54.50
20240312	2/26/2024	F - Burn	8071 INDUSTRIAL	JAMES MARTIN	BURN PERMIT	0	0	\$29.50

			WAY					
20240310	2/23/2024	F - Burn	1831 W BENEDICT SE/C BENEDICT & LEO ST	MARY KAY DYER	BURN PERMIT	0	0	\$29.50
20240209	2/13/2024	F - Burn	205 N LEO	CLIFFORD HOELZ	BURN PERMIT	0	0	\$29.50
20240179	2/6/2024	F - Burn	N KICKAPOO & GARRETT LAKE RD	DACE DOCKREY	BURN PERMIT	0	0	\$29.50
20240356	2/29/2024	F - Fire Suppression	4832 MARKETPLACE BOULEVARD SUITE 200	AUTOMOMATIC FIRE CONTROL	NEW INSTALLATION	0	0	\$104.50
20240345	2/28/2024	M - Mechanical	727 N BEARD	ACOCK CLIMATE CONTROL	CHANGE OUT	0	0	\$84.50
20240342	2/28/2024	M - Mechanical	1254 AUGUSTA COURT	AC DOCTORS	4 TON	0	0	\$84.50
20240331	2/27/2024	M - Mechanical	1912 KELLER PL	AIRCO SERVICE	CHANGE OUT	0	0	\$54.50
20240311	2/26/2024	M - Mechanical	301 N BEARD	WATKINS HEATING AND AIR CONDITIONING	CHANGE OUT	0	0	\$104.50
20240303	2/23/2024	M - Mechanical	820 S OKLAHOMA AVE	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$74.50
20240302	2/23/2024	M - Mechanical	1127 W DEWEY	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$64.50
20240301	2/23/2024	M - Mechanical	807 S BELL	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$64.50
20240300	2/23/2024	M - Mechanical	810 S UNION	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$64.50
20240299	2/23/2024	M - Mechanical	722 S PHILADELPHIA AVE	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$64.50
20240298	2/23/2024	M -	806 S UNION	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$64.50

		Mechanical						
20240297	2/23/2024	M - Mechanical	406 S KICKAPOO AVE	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240296	2/23/2024	M - Mechanical	831 S OKLAHOMA	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240295	2/23/2024	M - Mechanical	1034 W DEWEY	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240294	2/23/2024	M - Mechanical	1301 E CHANDLER	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240293	2/23/2024	M - Mechanical	1935 N LOUISA	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240292	2/23/2024	M - Mechanical	606 N DOROTHY AVE	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240291	2/23/2024	M - Mechanical	720 W OAKLAND	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240290	2/23/2024	M - Mechanical	323 S POTTENGER	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240289	2/23/2024	M - Mechanical	414 S LOUISA AVE	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240288	2/23/2024	M - Mechanical	818 W 7TH	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240287	2/23/2024	M - Mechanical	814 W 7TH	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240286	2/23/2024	M - Mechanical	828 S PHILADELPHIA AVE	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240285	2/23/2024	M - Mechanical	911 W RIDGEWOOD	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240284	2/23/2024	M - Mechanical	909 W RIDGEWOOD	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240283	2/23/2024	M - Mechanical	509 N BONITA AVE	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240282	2/23/2024	M - Mechanical	315 W 11TH ST	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50

20240281	2/23/2024	M - Mechanical	4 E HAYES ST	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240280	2/23/2024	M - Mechanical	7 W HAYES ST	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240279	2/23/2024	M - Mechanical	5 W HAYES ST	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240278	2/23/2024	M - Mechanical	1 W HAYES ST	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240277	2/23/2024	M - Mechanical	511 N BONITA AVE	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240276	2/23/2024	M - Mechanical	205 E DUNBAR	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240275	2/23/2024	M - Mechanical	811 S UNION AVE	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240274	2/23/2024	M - Mechanical	809 S UNION AVE	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240273	2/23/2024	M - Mechanical	313 W 11TH ST	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240272	2/23/2024	M - Mechanical	2 E HAYES ST	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240271	2/23/2024	M - Mechanical	3 W HAYES ST	ALL DAY PLB - MEC	CHANGE OUT	0	0	\$54.50
20240261	2/22/2024	M - Mechanical	4901 N KICKAPOO AVE	SPARKS HEAT & AIR INC	7.5 TON	0	0	\$154.50
20240259	2/22/2024	M - Mechanical	600 W INDEPENENCE ST	HINTON REFRIGERATION	CHANGE OUT	0	0	\$1,184.50
20240258	2/22/2024	M - Mechanical	2705 N HARRISON AVE	HINTON REFRIGERATION	CHANGE OUT	0	0	\$64.50
20240248	2/21/2024	M - Mechanical	36005 OLD HWY 270	A/C DOCTORS	CHANGE OUT	0	0	\$124.50
20240227	2/16/2024	M - Mechanical	707 W SARATOGA ST	DUCT SPECIALIST HEAT AND AIR	DUCT WORK INSTALL	0	0	\$54.50
20240226	2/16/2024	M -	707 W	DUCT SPECIALIST	INSTALL	0	0	\$54.50

		Mechanical	SARATOGA ST	HEAT AND AIR	EXHAUST FAN			
20240219	2/15/2024	M - Mechanical	2131 N KICKAPOO	ROBERTS HEAT AND AIR	REPLACE OLD DUCT WORK	0	0	\$54.50
20240215	2/14/2024	M - Mechanical	43008 MACARTHUR A	CROSS TELEPHONE COMPANY LLC	2 MINI SPLIT	0	0	\$104.50
20240213	2/14/2024	M - Mechanical	1208 E HICKMAN	PRAGUE HEATING & AIR / METRO HEATING & AIR	CHANGE OUT	0	0	\$54.50
20240212	2/14/2024	M - Mechanical	678 KICKAPOO SPUR	AIR FORCE 1	CHANGE OUT - SUITE D	0	0	\$84.50
20240211	2/14/2024	M - Mechanical	678 KICKAPOO SPUR	AIR FORCE 1	CHANGE OUT - SUITE B	0	0	\$104.50
20240210	2/14/2024	M - Mechanical	822 W 9TH ST	STEP AHEAD CONSTRUCTION	CHANGE OUT	0	0	\$54.50
20240207	2/13/2024	M - Mechanical	1407 E WALNUT	AIR CONDITIONING SERVICE & REPAIR LLC	NEW INSTALLATION	0	0	\$54.50
20240195	2/8/2024	M - Mechanical	2500 E HIGHLAND	ACOCK CLIMATE CONTROL	MISCELLANEOUS	0	0	\$154.50
20240188	2/7/2024	M - Mechanical	301 N BEARD	ON DEMAND RESTAURANT SERVICE	CHANGE OUT	0	0	\$204.50
20240183	2/6/2024	M - Mechanical	678 KICKAPOO SPUR	AIR FORCE 1	SUITE A	0	0	\$84.50
20240180	2/6/2024	M - Mechanical	414 W FEDERAL	A-TEAM HTG & COOLING	CHANGE OUT	0	0	\$64.50
20240172	2/5/2024	M - Mechanical	916 W FARRALL	METRO HVAC	CHANGE OUT	0	0	\$54.50
20240166	2/2/2024	M - Mechanical	615 N PARK	REACT HTG & AIR	NEW INSTALLATION	0	0	\$104.50
20240162	2/1/2024	M - Mechanical	1321 E MAIN ST	GREER'S HEAT & AIR	NEW INSTALLATION	0	0	\$84.50

20240318	2/26/2024	O - Curb Cut, Driveway and Sidewalk	2821 N MARKET	STANFIELD PLUMBING	STREETCUT TO REPAIR SEWER LINE	0	0	\$50.00
20240189	2/7/2024	O - Curb Cut, Driveway and Sidewalk	1422 N MINNESOTA	BARTMESS CONCRETE CONST LLC	DRIVEWAY	0	0	\$50.00
20240184	2/6/2024	O - Curb Cut, Driveway and Sidewalk	121 S OKLAHOMA	MJL ASPHALT LLC	NEW INSTALLATION	0	0	\$100.00
20240346	2/28/2024	O - Demolition and Moving	809 S BELL	MIDWEST WRECKING CO	DEMOLITION	0	0	\$50.00
20240262	2/22/2024	O - Demolition and Moving	147 S OSAGE	MEIER AND SON DEMOLITION, LLC	DEMOLITION	0	0	\$50.00
20240170	2/5/2024	O - Demolition and Moving	1011 OVERLAND CT	BREEN TRUCKING	DEMOLITION	0	0	\$50.00
20240169	2/5/2024	O - Demolition and Moving	239 S MINNESOTA	BREEN TRUCKING	DEMOLITION	0	0	\$50.00
20240168	2/5/2024	O - Demolition and Moving	946 W HIGHLAND	BREEN TRUCKING	DEMOLITION	0	0	\$50.00
20240167	2/5/2024	O - Demolition and Moving	109 N CENTER	BREEN TRUCKING	DEMOLITION	0	0	\$50.00
20240236	2/20/2024	O - Paving Cut and Boring	1340 N HARRISON AVE	CODE RED	ROAD BORE	0	0	

20240201	2/12/2024	O - Paving Cut and Boring	1010 E MACARTHUR ST	RED TAIL FIBER	ROAD BORE	0	0	
20240193	2/8/2024	O - Paving Cut and Boring	3443 N KICKAPOO	COX COMMUNICATIONS FOR UPN	ROAD BORE	0	0	
20240186	2/6/2024	O - Paving Cut and Boring	1113 E WAYNE ST	HARDINS FAMILY PLUMBING LLC	STREET CUT	0	0	\$60.00
20240178	2/5/2024	O - Paving Cut and Boring	3700 N KICKAPOO AVE SUITE 116	CODE RED	ROAD BORE	0	0	
20240165	2/2/2024	O - Paving Cut and Boring	1014 E MAIN	B & H CONSTRUCTION	2 STREET CUTS	0	0	
20240157	2/1/2024	O - Paving Cut and Boring	3900 N UNION	TSU 1	ROAD BORE	0	0	
20240267	2/26/2024	O - Sign	40210 HARDESTY RD	DALMARC SIGNS	REPLACE EXISTING	2,000	19	\$50.00
20240266	2/26/2024	O - Sign	40210 HARDESTY RD	DALMARC SIGNS	REPLACE EXISTING	2,000	19	\$50.00
20240265	2/26/2024	O - Sign	40210 HARDESTY RD	DALMARC SIGNS	REPLACE EXISTING	1,200	16	\$50.00
20240264	2/26/2024	O - Sign	40210 HARDESTY RD	DALMARC SIGNS	REPLACE EXISTING	5,000	110	\$50.00
20240234	2/20/2024	O - Sign	1945 N KICKAPOO	JIMMY HUGHES SIGNS	SIGN PERMIT	0	0	\$50.00
20240173	2/5/2024	O - Sign	1049 VISION BLVD STE 700	YEARWOOD DESIGN WORKS	NEW INSTALLATION	1,800	30	\$50.00
20240087	2/6/2024	O - Sign	4832 MARKETPLACE BOULEVARD SUITE 600	DALMARC SIGNS	WALL SIGN	8,000	400	\$50.00
20240355	2/29/2024	P - Plumbina	20 NIX ALLEN	GLENN SEIDL	WATER TAP	0	0	\$504.50

			LN	PLUMBING				
20240352	2/29/2024	P - Plumbing	221 W 36 TH ST	DALES PLUMBING	WATER SERVICE	0	0	\$54.50
20240351	2/29/2024	P - Plumbing	1815 N BELL AVE	DALES PLUMBING	WATER SERVICE	0	0	\$54.50
20240350	2/29/2024	P - Plumbing	2218 N CHAPMAN	DALES PLUMBING	WATER SERVICE	0	0	\$54.50
20240348	2/29/2024	P - Plumbing	1901 N UNION AVE	CHAMPION PLUMBING	REPLACE	0	0	\$54.50
20240341	2/27/2024	P - Plumbing	506 S BEARD AVE	JIMMY'S PLUMBING	REMODEL	0	0	\$54.50
20240340	2/27/2024	P - Plumbing	3308 N OKLAHOMA AVE	MOORE WATER TREATMENT	MISCELLANEOUS	0	0	\$54.50
20240330	2/27/2024	P - Plumbing	25 CROWN POINT	VIP PLUMBING	REPAIR	0	0	\$54.50
20240327	2/27/2024	P - Plumbing	301 N KENNEDY	ACOCK CLIMATE CONTROL	NEW INSTALLATION	0	0	\$54.50
20240326	2/27/2024	P - Plumbing	4410 N CHAPMAN AVE	DALES PLUMBING	SEWER LINE	0	0	\$54.50
20240325	2/27/2024	P - Plumbing	401 E DARROW	DALES PLUMBING	WATER LINE	0	0	\$54.50
20240324	2/27/2024	P - Plumbing	1125 N BEARD	DALES PLUMBING	SEWER LINE	0	0	\$54.50
20240323	2/27/2024	P - Plumbing	16602 ARCHERY RANGE RD	OLSON 2A PLUMBING LLC	REMODEL	0	0	\$54.50
20240317	2/26/2024	P - Plumbing	2821 N MARKET	STANFIELD PLUMBING	SEWER REPAIR IN STREET	0	0	\$54.50
20240314	2/26/2024	P - Plumbing	1220 N BROADWAY AVE	COMPLETE PLUMBING, LLC	PRESSURE TEST FOR ONG GASLINE RUPTURE	0	0	
20240308	2/23/2024	P - Plumbing	2500 E HIGHLAND	ROWDY BOYS PLUMBING	REMODEL	0	0	\$54.50
20240307	2/23/2024	P - Plumbing	1820 N PARK	DALE'S PLUMBING	REPAIR /	0	0	\$54.50

					REPLACE			
20240304	2/23/2024	P - Plumbing	635 W DEWEY	HOGUE'S HOMETOWN PLUMBING	GAS LINE	0	0	\$54.50
20240254	2/22/2024	P - Plumbing	209 S PHILADELPHIA	EMI	TOTAL REPLUMB	0	0	\$54.50
20240252	2/21/2024	P - Plumbing	524 N ELM	DALES PLUMBING	SEWER LINE	0	0	\$54.50
20240247	2/21/2024	P - Plumbing	402 N CLEVELAND	KENNEDY PLUMBING	NEW INSTALLATION	0	0	\$54.50
20240246	2/21/2024	P - Plumbing	328 S CHAPMAN AVE	WEST SHORE HOME LLC	MISCELLANEOUS	0	0	\$54.50
20240241	2/20/2024	P - Plumbing	2439 BRADLEY ST	IN AND OUT PLUMBING	Generator	0	0	\$54.50
20240240	2/20/2024	P - Plumbing	707 W SARATOGA ST	IN AND OUT PLUMBING	REMODEL	0	0	\$54.50
20240231	2/16/2024	P - Plumbing	7 LANCET CIR	LIBERTY PLUMBING & GAS	GENERATOR	0	0	\$54.50
20240222	2/15/2024	P - Plumbing	548 W WOOD	JW PLUMBING	WATER SERVICE LINE REPLACEMENT	0	0	\$54.50
20240214	2/14/2024	P - Plumbing	1125 MORNING SIDE CT	PIPED OUT PLUMBING	GAS LINE EXTENSION	0	0	\$54.50
20240206	2/12/2024	P - Plumbing	2209 N CHAPMAN	ALL ABOUT PLUMBING	REPAIR	0	0	\$54.50
20240204	2/12/2024	P - Plumbing	617 W HIGHLAND	JIMMY B QUICK	GAS INSPECTION	0	0	\$54.50
20240203	2/12/2024	P - Plumbing	615 W HIGHLAND	JIMMY B QUICK	GAS INSPECTION	0	0	\$54.50
20240198	2/9/2024	P - Plumbing	125 MEADOWS LN	DALE'S PLUMBING	MISCELLANEOUS	0	0	\$54.50
20240197	2/8/2024	P - Plumbing	1610 N CENTER AVE	VETERAN PLUMBING SERVICES LLC	CHANGE OUT	0	0	\$54.50
20240194	2/8/2024	P - Plumbing	4832	INTEGRITY	FINISH OUT	0	0	\$54.50

			MARKETPLACE BOULEVARD SUITE 200	PLUMBING DC				
20240190	2/7/2024	P - Plumbing	1219 E 10th ST	BRANDON'S PLUMBING	CHANGE OUT	0	0	\$54.50
20240185	2/6/2024	P - Plumbing	1113 E WAYNE ST	HARDINS FAMILY PLUMBING LLC	SEWER LINE	0	0	\$54.50
20240182	2/6/2024	P - Plumbing	324 N LOUISA	COWBOYS PLUMBING LLC	REPLACE WATER LINE	0	0	\$54.50
20240174	2/5/2024	P - Plumbing	1837 N PHILADELPHIA	LIBERTY PLUMBING	GAS LINE EXTENSION	0	0	\$54.50
20240164	2/2/2024	P - Plumbing	704 E INDEPENDENCE ST	COWBOYS PLUMBING, LLC	RELOCATE WATER / SEWER	0	0	\$54.50
20240159	2/1/2024	P - Plumbing	136 N CENTER ST	WEST SHORE HOME LLC	REMODEL	0	0	\$54.50
20240158	2/1/2024	P - Plumbing	624 N PENNSYLVANIA AVE	COE PLUMBING	REPIPE	0	0	\$54.50
20240156	2/1/2024	P - Plumbing	4410 N CHAPMAN AVE	STANLEY PLUMBING SERVICES LLC	METER RESET FOR ONG	0	0	
20240216	2/15/2024	P - Well	39286 CLEARPOND RD	LOMAN DRILLING	NEW INSTALLATION	0	0	\$100.00
20240349	2/29/2024	PC - Deed Approval	19 E DEXTER	ACOCK PROPERTIES	DEED APPROVAL	0	0	
								\$37,224.41

Total Records: 205

3/1/2024

Shawnee Twin Lakes Cabin Site Leases Summary Report – For Renewals & Transfers

Date: 03.18.2024	License No.: 6279
Type:	☐ Renewal ☒ Transfer
Commission Meeting Date:	03.18.2024
Property Address	15514 Nickens Rd
Lake Site Location	Belcher Tract Lot 3
Lease Dates	03.18.2024 - 03.18.2054
Lease Fee	\$792.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Stony and Kourtney Roberson
Address	28 Melissa Dr, Shawnee, OK 74801
Email	kourtneyroberson@yahoo.com
Phone	405.765.3703
Current Lessee (Transfer From)	
Name(s)	Harold W Beavers
Address	4306 Trinity Dr, Shawnee, OK 74804
Email	hbeave1963@yahoo.com
Phone	405.416.3035
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☐ Conventional ☐ Aerobic
Last Inspected / Pumped	
Miscellaneous Comments	\$75.00 - Inspection Fee \$792.00 - Yearly Lease Fee \$1,000 - Transfer Fee
Fees Collected	\$1867.00 - Ck 3471, 1237 - R#3040



Cabin Site Lease

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

LEASE # 6279 TRACT NAME Belcher LOT # 3

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 03/18/2024 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

STONY AND KOURTNEY ROBERSON,
28 MELISSA DR
SHAWNEE, OK 74804

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$792.00** dollars for **2024**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

15514 NICKENS RD

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply.

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed

an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rules or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house, or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance with City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject to the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by the lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division of other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

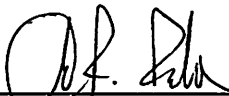
It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

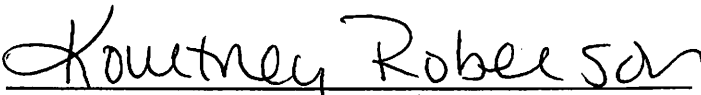
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK


PARTY OF THE SECOND PART



PARTY OF THE SECOND PART

Shawnee Twin Lakes Cabin Site Leases Summary Report – For Renewals & Transfers

Date: 2/29/2024	License No.: 6301
Type:	☐ Renewal ☒ Transfer
Commission Meeting Date:	03/18/2024
Property Address	16504 Stevens Rd
Lake Site Location	Johnston Tract Lot 23
Lease Dates	03/18/2024 - 03/18/2054
Lease Fee	792.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	The Jenifer & Richard A Stevenson II Revocable Trust Agreement
Address	5 Redbud Ln, Shawnee, OK 74801
Email	rstevenson@shawneeok.org / jeniferstevenson@yahoo.com
Phone	405.760.0476 / 405.306.4137
Current Lessee (Transfer From)	
Name(s)	Shawnee Properties LLC
Address	1530 N Harrison St #225, Shawnee, OK 74804
Email	shawneepropertiesok@gmail.com
Phone	405.973.5105
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☐ Yes ☐ No
Type of Septic	☐ Conventional ☐ Aerobic
Last Inspected / Pumped	No septic
Miscellaneous Comments	\$75.00 - Inspection Fee \$1000.00 - Transfer Fee \$792.00 - 2024 Rent Fee
Fees Collected	\$1867.00 RN 3084 - CK 3627



Cabin Site Lease

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

LEASE #6301 **TRACT NAME**Johnston **LOT #**23

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 03/18/2024 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

THE JENIFER & RICHARD A STEVENSON II REVOCABLE TRUST AGREEMENT, JENIFER & RICHARD STEVENSON
5 REDBUD LN
SHAWNEE, OK 74801

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$792.00** dollars for **2024**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

16504 STEVENS RD

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply.

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased,

which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rules or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house, or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance with City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject to the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by the lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division of other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

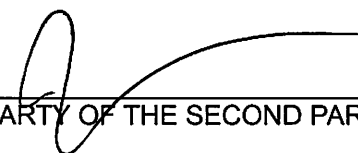
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART



APPLICATION TO SERVE
Boards, Committees, and Commissions

☒ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Robert Keil</u>	Application Date: <u>2/22/24</u>
Address: <u>321 North Tucker</u>	Date of Birth: <u>11/21/71</u>
Mailing Address: <u>321 North Tucker Shawnee, OK 74801</u>	
Daytime Phone: <u>(405) 777-8662</u>	Email: <u>rjkeilok@gmail.com</u>
Profession: <u>Front of House</u>	
Business Name: <u>Chick-fil-A</u>	
Business Address: <u>4637 North Kickapoo Shawnee, OK 74801</u>	
Business Phone: <u>(405) 273-1388</u>	Email: <u>02973@chick-fil-a.com</u>

Do you live within the City Limits of the City of Shawnee? Yes ☒ No ☐

How many years have you lived in Shawnee? 7 yrs.

Do you currently serve on a City board, committee, or commission? Yes ☐ No ☒

If so, please list the board/committee/commission: _____

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board ☐ Board of Adjustment (Zoning) ☐ Housing Authority ☐ Library Board ☐ Oklahoma Baptist University Trust Authority ☐ Planning Commission ☐ Shawnee Arts and Culture Commission	☐ Shawnee Beautification, Parks, and Recreation Committee ☐ Shawnee Civic and Cultural Development Authority ☐ Shawnee Hospital Authority ☐ Shawnee Senior Citizens Advisory Board ☒ Shawnee Urban Renewal Authority ☐ Other _____
--	--

Why are you interested in serving on the Board/Committee/Commission selected above?

I was asked by Mayor Bolt. I would be interested in being on the board.

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

I think I would be great at helping our City improve
cosmetically as well as the quality of life

What civic or volunteer activities (if any) are you currently involved in?

Community Renewal Block leader; Active member of Temple Baptist Church

List education, including degree(s) earned:

Clinton High School

Have you ever served on a City-appointed board/committee/commission before? no

If so, which ones and for how long did you serve?

Have you ever been charged and/or convicted of a felony? no

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? no

If so, please explain:

Please include up to three personal or professional references:

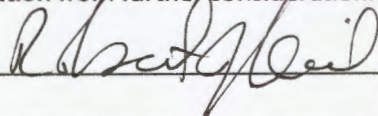
Name	Relationship	Telephone Number
Jeff Madison	Chick-fil-A operator	(405) 273-1388
Daniel Shumway	Shawnee CTR	(405) 910-8942
Ashley Nienmuller	Longtime friend - Classmate	(580) 795-1452

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature



Date

2/22/24

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send completed application to:

City of Shawnee, Attn: City Clerk, PO Box 1448, Shawnee, OK 74802 or CityClerk@shawneeok.org

CANADIAN VALLEY ELECTRIC COOPERATIVE
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned grantor(s), **City of Shawnee**,

do hereby grant unto the Canadian Valley Electric Cooperative, Inc., a cooperative corporation, whose address is 11277 N Hwy 99, Seminole, Oklahoma 74868, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of Pottawatomie, State of Oklahoma, and more particularly described as follows:

Beginning in the NW/4 of the SW/4 and ending in the SW/4 of the SW/4 of

Section 23, Township 10 North, Range 02 East, containing n/a acres, more or less:

(*Right-of-Way to be 15 feet on each side of the proposed pole line and/or underground line center (total of 30 feet) and 35 feet from pole line center for each anchor location) beginning at a point approximately 1,519 feet North and 542 feet East of the SW corner of the SW/4 of said section and continuing S29°W approximately 153 feet, thence S18°E approximately 169 feet, thence N75°E approximately 140 feet,

and to construct, operate, upgrade, and maintain on the above described lands and in or upon all streets, roads, or highways abutting said lands, an overhead or underground electric or telecommunication transmission or distribution line or system and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or facilities and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling and the right to maintain, operate, upgrade, and repair electric wires and facilities for the distribution of electric energy and the right of ingress and egress over grantor(s) lands adjacent to the right-of-way for the purposes set forth herein.

The undersigned covenant that they are owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 20 ____.

Witness

(Signature of Representative)

REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)

COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 20 ____

by _____ as _____
(Printed Name of Representative) (Printed)(Title of Signer)

for **City of Shawnee**.

My Commission expires: _____
(SEAL)

Notary Public / Commission # _____

FORM MUST BE NOTARIZED

CVEC USE ONLY
W.O. # _____

RETURN ORIGINAL TO: CVEC, 11277 N Hwy 99, Seminole, OK 74868

CANADIAN VALLEY ELECTRIC COOPERATIVE
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned grantor(s), **City of Shawnee**,

do hereby grant unto the Canadian Valley Electric Cooperative, Inc., a cooperative corporation, whose address is 11277 N Hwy 99, Seminole, Oklahoma 74868, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of Pottawatomie, State of Oklahoma, and more particularly described as follows:

In the NE/4 of the NE/4 of

Section 15, Township 10 North, Range 02 East, containing n/a acres, more or less:

(*Right-of-Way to be 15 feet on each side of the proposed pole line and/or underground line center (total of 30 feet) and 35 feet from pole line center for each anchor location) beginning at a point approximately 746 feet South and 520 feet West of the NE corner of the NE/4 of said section and continuing S50°E approximately 320 feet, thence S4°E approximately 55 feet, thence S70°E approximately 35 feet.

and to construct, operate, upgrade, and maintain on the above described lands and in or upon all streets, roads, or highways abutting said lands, an overhead or underground electric or telecommunication transmission or distribution line or system and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or facilities and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling and the right to maintain, operate, upgrade, and repair electric wires and facilities for the distribution of electric energy and the right of ingress and egress over grantor(s) lands adjacent to the right-of-way for the purposes set forth herein.

The undersigned covenant that they are owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 20 ____.

Witness

(Signature of Representative)

REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)

COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 20____

by _____ as _____

(Printed Name of Representative)

(Printed)(Title of Signer)

for **City of Shawnee**.

My Commission expires: _____
(SEAL)

Notary Public / Commission # _____

FORM MUST BE NOTARIZED

CVEC USE ONLY
W.O. #57370

RETURN ORIGINAL TO: CVEC, 11277 N Hwy 99, Seminole, OK 74868



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: March 18, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Approve Change Order No.1 for Thompson Heights Waterline Project.

Background: This change order is necessary due to alterations in the anticipated construction sequence between Thompson Heights and the adjacent Independence Street water line project. Scope originally designated for the Independence Street project has been reallocated to Thompson Heights, resulting in change orders for both projects. The adjustments primarily impact the timeline and sequence of installation for certain sections of the water main. As these projects operate under individual contracts, separate change orders are required.

If you evaluate the two changes, there is a net savings to the City. Staff recommends approval of this change order. The Thompson Heights Change Order #1 is an increase of \$66,244.00, and additional itemized information is provided.

Financial Impact: \$66,244.00 from 304-5-1040-5; Project No. C-23-05C

Attachments: Change Order #1 - Thompson Heights

Staff Recommendation: Approval of the item

CONTRACT CHANGE ORDER

Change Order Number: #1
 Date: December 21, 2023
 B.d Number: ARP-23-0092-G

Project Name: Thompson Heights Waterline
 Improvements

Contractor: Davenport Construction Inc.
 Address: 6001 Horseshoe Bend
 Edmond, Oklahoma 73034
 Phone: 405-760-3922
 Fax:

Engineer: Cowan Group Engineering
 Address: 7100 N. Classen, Suite 500
 OKC, OK 73116
 Phone: 405-463-3369
 Fax:

Owner (Grantor): City of Shawnee
 Address: 16 W 9th Street
 Shawnee, Oklahoma 74861
 Phone: 405-273-1960
 Fax:

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	AMENDED QUANTITY	COST
Base Bid Item No.						
5	8" HDPE DR-11 WATERLINE (HDD & TRENCHING)	LF	\$125.00	5604.00	5610.00	\$750.00
8	8" GATE VALVE & BOX	EA	\$3,280.00	7.00	12.00	\$16,400.00
13	8"x8" TEE	EA	\$1,640.00	3.00	4.00	\$1,640.00
14	8"x6" TEE	EA	\$1,400.00	10.00	14.00	\$5,600.00
New Item No.						
32	6" HDPE DR11 WATERLINE (TRENCHING)	LF	\$84.00	0.00	21.00	\$1,764.00
33	8" CAP	EA	\$638.00	0.00	5.00	\$3,190.00
34	8"x8" TAPPING SLEEVE & VALVE W/BOX	EA	\$8,500.00	0.00	1.00	\$8,500.00
35	6"x6" TAPPING SLEEVE & VALVE W/BOX	EA	\$6,900.00	0.00	4.00	\$27,600.00
36	8" CUT & PLUG	EA	\$800.00	0.00	1.00	\$800.00
Net Change Order Amount Original Contract Amount Total of Previous Change Order(s) Total Contract Amount To Date						\$66,244.00 \$1,193,985.00 \$0.00 \$1,260,229.00

Amendment \$66,244.00 5.5%
 New Items \$0.00 0.0%
 This Change Order \$66,244.00

Extend Contract Time by 0 Days

Justification:	Quantity changes due to Thompson Heights being constructed prior to the construction of the improvements along Independence.
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CONTRACT CHANGE ORDER



Change Order Number: #1
 Date: December 21, 2023
 Bid Number: ARP-23-0092-G
 Project Name: Thomson Heights Waterline

RECOMMENDED:

Michael Taylor
 Engineer Signature

BY:

Michael Taylor, P.E.
 Printed Name

Cowan Group Engineering
 Engineer

Project Manager
 Title

2/14/24
 Date

ACCEPTED:

Greg Davenport
 Contractor Signature

BY:

Greg Davenport
 Printed Name

Davenport Construction Inc.
 Contractor

Owner
 Title

12/27/2023
 Date

APPROVED:

Owner Signature

BY:

Andrea Weckmueller-Behringer
 Printed Name

City of Shawnee
 Owner

City Manager
 Title

Date



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: March 18, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Approve Change Order No. 1 for Independence Waterline Project.

Background: This change order is necessary due to alterations in the anticipated construction sequence between Independence Street water line project and the adjacent Thompson Heights water line project. Scope originally designated for the Independence Street project has been reallocated to Thompson Heights, resulting in change orders for both projects. The adjustments primarily impact the timeline and sequence of installation for certain sections of the water main. As these projects operate under individual contracts, separate change orders are required.

If you evaluate the two changes, there is a net savings to the City. Staff recommends approval of this change order. The Independence Street Change Order #1 is a deduction of \$76,036.00, and additional itemized information is provided.

Financial Impact: Deduction of \$76,036.00 for 304-5-1040-5; Proj. No. C-23-02A

Attachments: Independence WL CO #1 - Signed

Staff Recommendation: Approval of the item

CONTRACT CHANGE ORDER

Change Order Number: #1
 Date: December 21, 2023
 Bid Number: ARP-23-0092-G

Project Name: Independence Avenue Waterline Improvements

Contractor: Circle B Underground LLC
 Address: PO Box 868
 Bristow, Oklahoma 74010
 Phone: 405-760-3922
 Fax:

Engineer: Cowan Group Engineering
 Address: 7100 N. Classen, Suite 500
 OKC, OK 73116
 Phone: 405-463-3369
 Fax:

Owner (Grantor): City of Shawnee
 Address: 16 W 9th Street
 Shawnee, Oklahoma 74801
 Phone: 405-273-1960
 Fax:

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	AMENDED QUANTITY	COST
Base Bid Item No.						
8	6" HDPE DR-11 WATERLINE (TRENCHING)	LF	\$89.00	21.00	0.00	(\$1,869.00)
12	8" GATE VALVE & BOX	EA	\$4,611.00	4.00	0.00	(\$18,444.00)
15	6"X6" TAPPING SLEEVE & VALVE W/BOX	EA	\$8,262.00	9.00	5.00	(\$33,048.00)
27	8"X6" TEE	EA	\$1,284.00	4.00	0.00	(\$5,136.00)
30	8" CAP	EA	\$573.00	4.00	0.00	(\$2,292.00)
Add Alternate 1 Item No.						
10	8" GATE VALVE & BOX	EA	\$4,664.00	1.00	0.00	(\$4,664.00)
12	8"X8" TAPPING SLEEVE & VALVE W/BOX	EA	\$10,583.00	1.00	0.00	(\$10,583.00)
				Net Change Order Amount		
				Original Contract Amount		
				Total of Previous Change Order(s)		
				Total Contract Amount To Date		

Amendment (\$76,036.00) -4.3%
 New Items \$0.00 0.0%
 This Change Order (\$76,036.00)

Extend Contract Time by 0 Days

Justification:	• Quantity changes in response to Thompson Heights Improvements being built before Independence.
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CONTRACT CHANGE ORDER



Change Order Number: #1
Date: December 21, 2023
Bid Number: ARP-23-0092-G
Project Name: Independence Avenue Waterline

RECOMMENDED:	 Engineer Signature	Cowan Group Engineering Engineer
BY:	Michael Taylor, P.E. Printed Name	Project Manager Title
		3/12/24 Date
ACCEPTED:	 Signer ID: 002401001... Contractor Signature	Circle B Underground LLC Contractor
BY:	Darin Dean Printed Name	VP of Operations Title
		3-5-24 Date
APPROVED:	 Owner Signature	City of Shawnee Owner
BY:	Andrea Weckmueller-Behringer Printed Name	City Manager Title
		 Date



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: March 18, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Acknowledge Change Order No. 1 for Clearpond Road Culvert Replacement.

Background: This change order adjusts the specified paving section of the project, to help with constructability. Change Order #1 adjusts two existing pay items, adds one new pay item, and removes one pay item from the contract.

The Clearpond Road Culvert Replacement Change Order #1 is a deduction of \$44,806.00, and additional itemized information is provided.

Financial Impact: Deduction of \$44,806.00 for 302-5-0920-5; Proj. No. C-24-01C

Attachments: Clearpond - CO #1

Staff Recommendation: Approval of the item

City of Shawnee

Change Order #1

Clearpond Road Culvert Replacement

C-24-01

General Description: This change order adjusts two existing pay items, adds one new pay item and removes one pay item from the contract. The contractor sent RFI number one (1) requesting the Superpave, Type S4 (PG 70-28 OK) be substituted for Superpave, Type S4 (PG 64-22 OK). RFI number one (1) is approved due to planned typical, a two feet (2') wide shoulder utilizing a different asphalt mix type, not being feasible to construct. The contractor also submitted RFI number three (3) to change the typical section of the roadway from Stabilized Subgrade with eight inches (8") of Aggregate Base Type A to Subgrade Method B with sixteen inches (16") of Aggregate Base Type A. RFI number three (3) is approved as an adequate equal section. This change order covers all cost associated with RFI number one (1) and three (3).

Pay Item	Unit	Quantity	Price/unit	Total
Subgrade Method B	SY	623	\$26.00	\$16,198.00
Agg Base Type A	CY	139	\$90.00	\$12,510.00
Stabilized Subgrade	SY	-623	\$118.00	-\$73,514.00
Superpave, Type S4 (PG 64-22 OK)	Ton	150	\$423.00	\$63,450.00
Superpave, Type S4 (PG 70-28 OK)	Ton	-150	\$423.00	-\$63,450.00
Change Order Total				-\$44,806.00

Contract Bid Price	Change Order Price	New Contract Price
\$576,808.00	-\$44,806.00	\$532,002.00

Arturo Martinez

Signature

Arturo Martinez

Name (Printed)

President

Company Title

Subscribed and sworn before me this 31 day of January year of 2024

My commission expires June 30, 2025

Paty Martinez 090054224

Notary Public Commission Number



Andrea Weismüller-Schringer, City Manager
City/County Official

Andrea Weismüller-Schringer
Signature



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: March 18, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Acknowledge Change Order No. 2 for Clearpond Road Culvert Replacement.

Background: This change order represents a realization of actual field conditions. The design called for 15 piles to be driven into the ground, up to a depth of 70 feet. While driving the piles, practical refusal was generally met at a depth well under 70 feet. This meant that the contractor ordered the materials to make deeper pilings but ultimately did not drive them. Change Order #2 adds two new pay items and removes one pay item from the contract; it does so to compensate the contractor for materials purchased and delivered but reduces the unit price for piles driven due to the decreased depth.

The Clearpond Road Culvert Replacement Change Order #2 is a deduction of \$8,920.00, and additional itemized information is provided.

Financial Impact: Deduction of \$8,920.00 for 302-5-0920-5; Proj. No. C-24-01C

Attachments: Clearpond - CO #2

Staff Recommendation: Approval of the item

City of Shawnee

Change Order #2

Clearpond Road Culvert Replacement

C-24-01

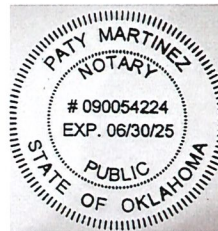
General Description: This change order adds two new pay items and removes one pay item from the contract. During construction, the driven piles underran plan quantity. To compensate the contractor for the piling delivered to the site, a pay item is added for piles, furnished. A price reduction was given for the piles driven pay item.

Pay Item	Unit	Quantity	Price/unit	Total
PILES, FURNISHED (HP 12X53)	LF	1050	\$84.00	\$88,200.00
PILES, DRIVEN (HP 12X53)	LF	680	\$61.00	\$41,480.00
PILES, DRIVEN (HP 12X53)	LF	-1050	\$132.00	-\$138,600.00
Change Order Total				-\$8,920.00

Contract Bid Price	Change Order Price	New Contract Price
\$576,808.00	-\$8,920.00	\$523,082.00

Arturo Martinez Arturo Martinez President
Signature Name (Printed) Company Title
Subscribed and sworn before me this 11 day of March year of 2024
My commission expires June 30, 2025

Paty Martinez
Notary Public Commission Number



P.E. Seal

Andrea Wedemuller Schringer City Manager
City/County Official

Andrea Wedemuller Schringer
Signature



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: March 18, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Acknowledge Change Order No. 1 for Traffic Signal Storm Damage Repair project.

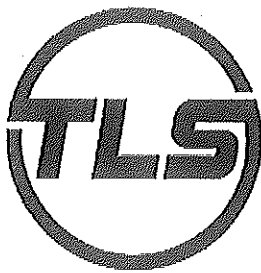
Background: This change order represents a realization of actual field conditions. The contractor and City staff made the determination that one of the impacted poles could still be utilized. The pole's footing was damaged as part of the storm, but the pole itself is intact. As a result, this change order reduces the quantity of new poles ordered and adds a pay item for the removal and resetting of the existing pole. Change Order #1 adds one new pay item and reduces the quantity of another pay item in the contract.

The Traffic Signal Storm Damage Change Order #1 is a deduction of \$25,705.00, and additional itemized information is provided.

Financial Impact: Deduction of \$25,705.00 for 010-5-0740-5; Proj. No. EM-2023041

Attachments: Change Order #01 - Reset Signal Pole_Fully executed

Staff Recommendation: Approval of the item



TLS
GROUP, INC

P.O. Box 14788
Oklahoma City, OK 73113
(405) 524-1341

To:	City of Shawnee	Contact:	
Address:	P.O. Box 1448 Shawnee, OK 74802-1448	Phone:	(405) 214-4244
		Fax:	
Project Name:	Change Order #01 - Reset Signal Pole	Bid Number:	EM-20230419-01
Project Location:	Various Locations, Shawnee, OK	Bid Date:	2/26/2024
Addendum #:	1		

The following is a quotation for the above subject project.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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Section 01 - Base Bid

01017	POLE & 40' TS MST.ARM(G.STL.)	-1.00	EACH	\$30,480.00	(\$30,480.00)
Total Price for above Section 01 - Base Bid Items:					(\$30,480.00)

Section 02 - Change Order #01

02001	(PL)REMOVE & RESET TRAF.SIG.EQUIPMENT	1.00	LS	\$4,775.00	\$4,775.00
Total Price for above Section 02 - Change Order #01 Items:					\$4,775.00

Total Bid Price: (\$25,705.00)

Notes:

- This change order deducts a base bid item and introduces a new pay item to remove and reset the existing signal pole on a new footing on the SW corner of Kickapoo & Commercial.
- The new signal pole footing will be paid for using the base bid structural concrete and reinforcing steel pay items.
- All notes from our original quote letter apply to this change order.

Payment Terms:

Terms for Payment are NET 30 days from date of our invoice.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: <u>Andrea Weckmuller-Behringer, City Mgr.</u> Signature: <u>Andrea Weckmuller-Behringer</u> Date of Acceptance: <u>2/27/24</u>	CONFIRMED: TLS  Authorized Signature: <u>COO</u> Estimator: Lawson Miracle 405-423-0623 estimating@tlsokc.com
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Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: March 18, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Acceptance of Northside Veterinary Hospital public water line improvements and placing the Maintenance Bond into effect.

Background: The public improvements associated with the Northside Veterinary Hospital have been completed and are ready to be accepted by the City. The water line improvements are located along W 45th Street. As required, the developer paid 100% of the construction costs.

The improvements were installed and inspected to the City of Shawnee specifications. The water main passed all required testing and is now ready for acceptance. The acceptance of the improvements by the City Commission will place the maintenance bond into effect.

Financial Impact: N/A

Attachments: Maintenance Bond

Staff Recommendation: Acceptance of the improvements

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY

PHONE:

FAX:

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. _____

That Vets Septic Service Inc

_____ of _____
as Principal, and the Merchants Bonding Company as Surety are
held and firmly bound unto the City of Shawnee

_____ in the penal sum of
(15,200)

DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 9 day of February, 2024.

WHEREAS, the Principal entered into a certain contract, dated the _____ day of _____,
with the _____,

to furnish all the material and labor necessary for the construction of

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of _____ years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants Bonding Company for valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said _____ as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said work, within the period of _____ years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

Principal

By _____

Approved Will Foy

By Will Foy

Merchants Bonding Company

By J. Bly

CON 0304 (2/15)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Glenn Harris; Laurie A Bly; Richard Nickels

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

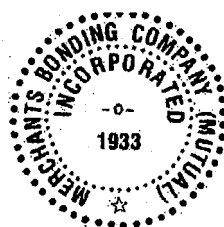
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



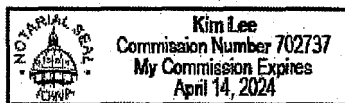
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



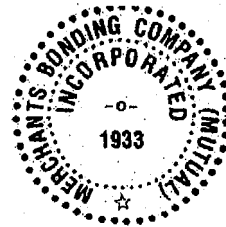
Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of September, 2023.



William Warner Jr.
Secretary



MERCHANTS NATIONAL BONDING, INC. • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants National Bonding, Inc. ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS NATIONAL BONDING, INC.



By: _____

Larry Taylor
Larry Taylor, President



Proclamation

“Alcohol Awareness Month”

Whereas, National Alcohol Awareness Month was established in 1987 by the National Council on Alcoholism and Drug Dependence (NCADD); and

Whereas, alcohol-related problems continue to exact an immense toll on individuals, families, and communities; within the United States, more than 178,000 people die every year from alcohol misuse; and

Whereas, alcohol abuse and dependence inhibits brain development and changes brain chemistry, negatively affecting the brain in multiple ways; and

Whereas, alcohol is the top substance abused in Oklahoma, and 8.2% of children aged 12 to 17 have been reported to use alcohol; furthermore, specifically within Pottawatomie County, 19.4% of county residents are estimated to drink alcohol daily; and

Whereas, in the workplace, the cost of alcoholism manifests itself in many different ways; for example, absenteeism is estimated to be 4 to 8 times greater among alcohol abusers; and

Whereas, the City of Shawnee recognizes that all Oklahomans have a role in addressing these problems; and

Whereas, the City of Shawnee encourages all citizens to support public education programs, responsible beverage sales, employee training, the enforcement of laws, and the engagement of health professionals through the City.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim April 2024, to be

“Alcohol Awareness Month”

In the City of Shawnee, Oklahoma
Dated this 18th day of March, 2024

Ed Bolt, Mayor

Lisa Lasyone, MMC, City Clerk



Proclamation

“Fair Housing Month”

Whereas, April 11, 2024, marks the 56th anniversary of the passage of the Fair Housing Act, which enunciates a national police of fair housing for all who live in the United States; and

Whereas, the Fair Housing Act prohibits discrimination in housing based on race, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

Whereas, the City of Shawnee has adopted a Fair Housing Ordinance and has designated the Month of April as Fair Housing Month and encourages each citizen to implement the provisions of those acts; and

Whereas, the City Commission has further designated the City Clerk as the Fair Housing Activities Coordinator and requests that any person, or group of persons, who are planning activities to promote fair housing, inform the Fair Housing Activities Coordinator of said activities; and

Whereas, the City of Shawnee is committed to be an inclusive community committed to fair housing and to promote appropriate activities by private and public entities intended to provide or advocate for equal housing opportunities for all residents and prospective residents; and

Whereas, the City of Shawnee urges all citizens to join in recognizing fair housing and the importance it has for our community.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim April 2024, to be

“Fair Housing Month”

In the City of Shawnee, Oklahoma
Dated this 18th day of March, 2024



Ed Bolt, Mayor

Lisa Lasyone, MMC, City Clerk



Proclamation

“National Donate Life Month”

Whereas, one of the most meaningful gifts that a human being can bestow upon another is the gift of life; and

Whereas, more than 26,000 Americans receive a lifesaving organ transplant every year and more than 103,000 men, women, and children are currently on the national waiting list for organ transplantation, of which around 700 are Oklahomans; and

Whereas, another person is added to the waiting list every eight minutes, and on average, seventeen people die every day due to the lack of available organs; and

Whereas, National Donate Life Month is a nationwide observance to raise awareness of the critical need for organ and tissue donations; and

Whereas, the most effective way to address this health crisis is to encourage citizens to register their decision to be an organ, eye, and tissue donor in the National Donate Life Registry, RegisterMe.org, LifeShareRegistry.org, or at the local Tag Agency; and

Whereas, one donor can save up to eight lives through organ donation, and can improve another 75 lives through eye and tissue donation; and

Whereas, National Donate Life Month celebrates the generosity of those who have saved lives, and encourages others to become registered donors; and

Whereas, the Mayor and City of Shawnee, Oklahoma feel that the Donate Life cause of saving and healing lives through organ, eye, and tissue donation is of immediate and worthwhile importance.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim April 2024, to be

“National Donate Life Month”

In the City of Shawnee, Oklahoma
Dated this 18th day of March, 2024

Ed Bolt, Mayor

Lisa Lasyone, MMC, City Clerk



Community Development Department
16 W 9th Street
Shawnee, OK 78401
shawneeok.org

Date: March 18, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public Hearing for consideration of an ordinance amending Section 22-410 of the Zoning Code of the City of Shawnee, Pottawatomie County, more specifically known as Boardinghouse, Roominghouse, Overnight Shelter; providing for repeal; providing for severability; and providing for codification.

Background: Due to not having a quorum at the March 6, 2024, Planning Commission meeting, this item will need to be deferred to the April 15, 2024, City Commission meeting.

Financial Impact: None

Attachments:

Staff Recommendation: Defer the item to the April 15, 2024 City Commission meeting



Community Development Department
16 West 9th Street
Shawnee, OK 74801
shawneeok.org

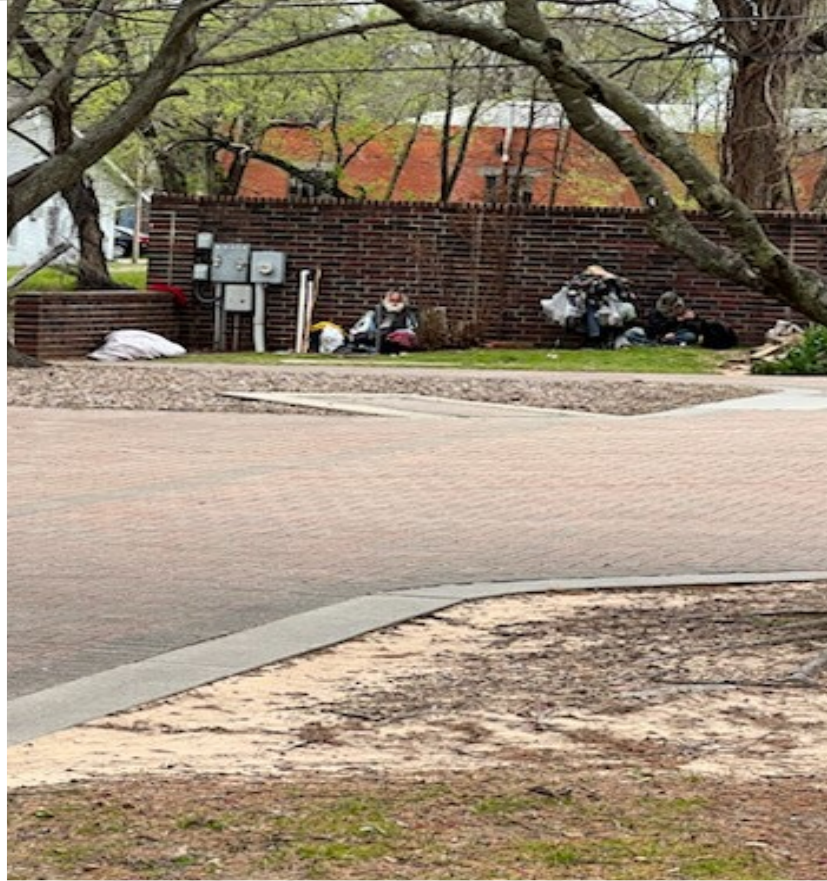
Date: March 18, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Discussion of potential amendments to portions of Article VII, Section 22-410 of Chapter 22, related to the operation of shelters for homeless persons.

Background: At the February 20, 2024, City Commission meeting, staff was asked to provide additional information related to locations of, and zoning requirements for, homeless shelters in other Oklahoma communities. This presentation will share the research findings.

Financial Impact: None

Attachments: Section 22-410 Amendment Presentation

Staff Recommendation: No action - For discussion only



Proposed Sec. 22-410 Amendments

Rian Harkins, Community Development Director

March 18, 2024

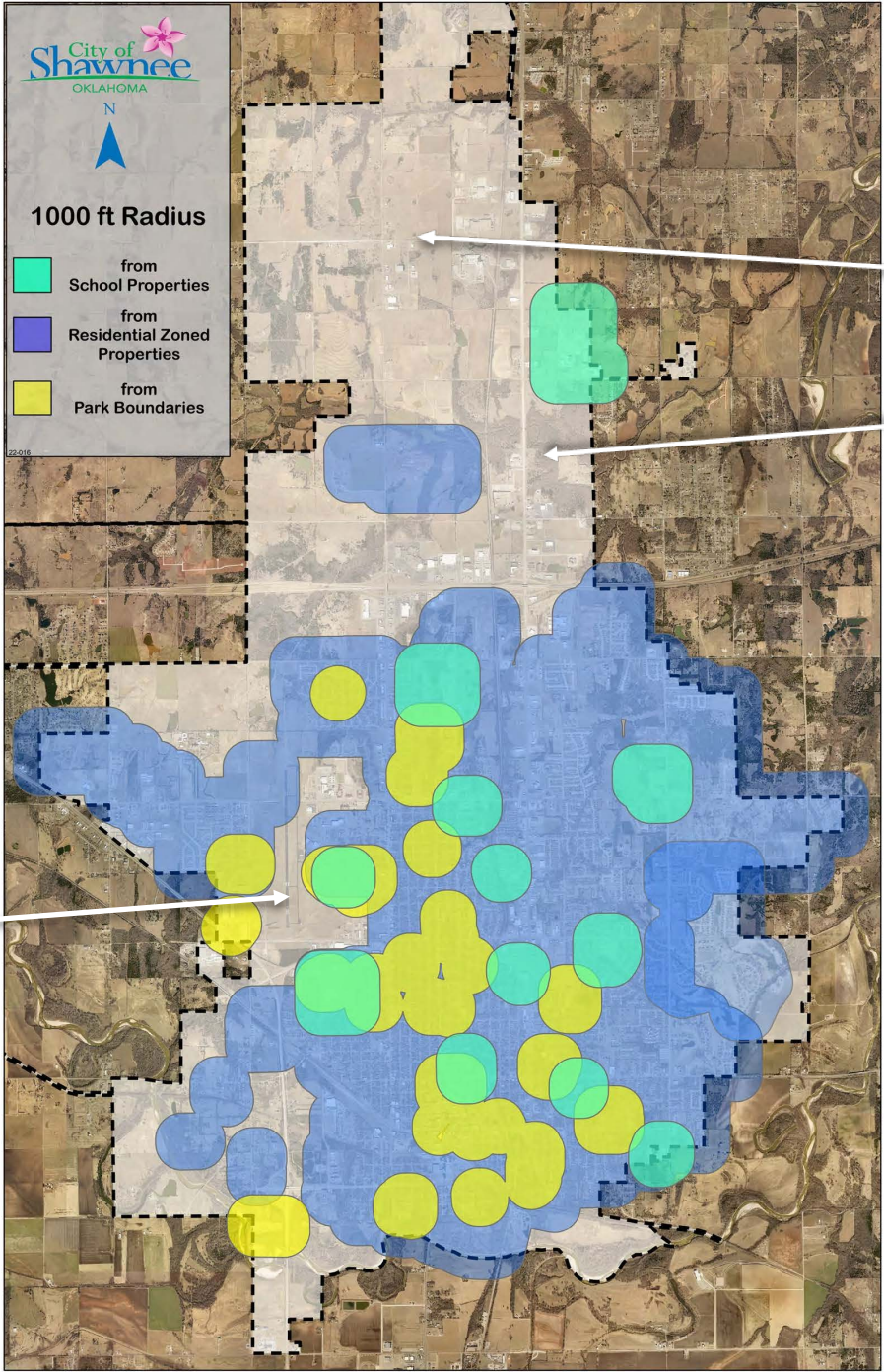
Current Section 22-410

Sec. 22-410. - Boardinghouse; roominghouse; overnight shelter. The purpose of this section is to authorize the operation of shelters for homeless persons in the community under circumstances which protect and enhance the health, safety and welfare of city residents, while ensuring that adequate support services exist for shelter occupants. In addition to filing for a conditional use permit, a homeless shelter must also meet the following requirements in addition to any other conditions the city commission may require:

(1) Ownership. The shelter shall be fully contained within a building owned and/or operated by a governmental agency or nonprofit organization.

(2) Location. A homeless shelter shall not be located within 1,000 feet of a city park, public school or residential property.

Airport

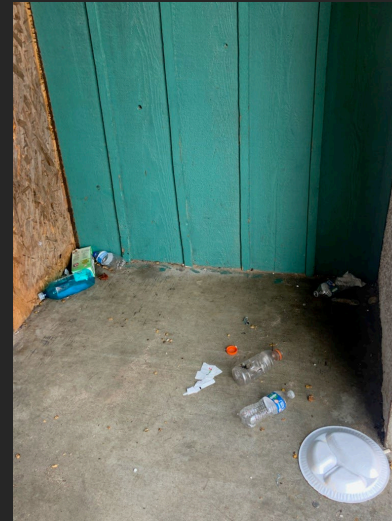


Agricultural,
Commercial, Industrial,
or Vacant

Proposed Amendment

(2) Location.

A homeless shelter shall not be within 1,000 feet of a city park, 1,000 feet of a public school, or 100' of a residential property, provided that screening is in place as a barrier for any homeless shelter or encampment site.



Why Amend the Zoning Now?

- As a preparatory step
- Still searching for a suitable site
- However, any site would need this amendment to be compliant



Courtesy of <https://palletshelter.com/homelessness/>

Oklahoma City



Oklahoma City

Search or jump to

NOTIFICATIONS

SIGN IN

HELP

Select Language

Oklahoma City, Oklahoma - Code of Ordinances / Chapter 59 - ZONING AND PLANNING CODE / ARTICLE IX. - USE STANDARDS

SHOW CHANGES

VERSION: FEB 14, 2024 (CURRENT)

§ 59-7300. - Neighborhood Conservation District.

§ 59-7350. - Stockyards City Development District.

§ 59-7400. - Oklahoma Capitol-medical center improvement district.

ARTICLE VIII. - USE UNIT CLASSIFICATIONS

ARTICLE IX. - USE STANDARDS

§ 59-9100. - Purpose.

§ 59-9150. - Use of land and buildings.

§ 59-9200. - Procedure for conditional uses.

§ 59-9250. - Procedure for special exception uses.

§ 59-9300. - Procedure for Special Permit Uses.

§ 59-9350. - Standards for specific uses.

ARTICLE X. - OFF-STREET PARKING, LOADING AND ACCESS

(4) The State revokes or does not renew the operator's license.

9350.27. Emergency Shelters and Feeding Sites (59-8250.7).

- A. The application shall address: a description of the type of program proposed, the number of participants that would be in the program at one time, the number of staff that would be associated with the program and their general duties, the type of supervision that will be provided for the participants in the program, the means to mitigate any impact upon the surrounding land uses from the operation of the program, and the behavior of the participants in the program.
- B. Staff in its report to the Planning Commission and the City Council shall identify other uses in the following use units within one mile of the proposed facility: Domestic Violence Shelters (59-8250.6), other Emergency Shelters and Feeding Sites (59-8250.7), Forced Detention or Correction Facilities (59-8250.8), Residential Facilities for Dependent and Neglected Children (59-8250.17), Residential Facilities for Drug or Alcohol Treatment Centers (59-8250.18), and Transitional Mental Health Residential Facilities (59-8250.19). Staff shall provide the appropriate data and information to aid in deliberations of the Planning Commission and City Council.
- C. The inordinate concentration of these use units is discouraged and locations dispersed throughout the community are promoted. The City Council shall determine whether an inordinate concentration of these uses would result from establishment of an additional such use in the particular area. In determining whether an inordinate concentration would result in a negative impact to the surrounding community from approval of a particular application, the City Council shall consider all facts and circumstances relating to the application and areas surrounding the proposed site, including, but not limited to, the differences or similarities in existing uses among these use units and the compatibility or incompatibility of such uses in the particular area.

9350.28. Forced Detention or Correction Facilities (59-8250.8).

- A. The application shall address: a description of the type of program proposed, the number of participants that would be in the program at one time, the number of staff that would be associated with the program and their general duties, the type of supervision that will be provided for the participants in the program, the means to mitigate any impact upon the surrounding land uses from the operation of the program, and the behavior of the participants in the program.
- B. Staff in its report to the Planning Commission and the City Council shall identify other uses in the following use units within one mile of the proposed facility: Domestic Violence Shelters (59-8250.6), Emergency Shelters and Feeding Sites (59-8250.7), other Forced Detention or Correction Facilities (59-8250.8), Residential Facilities for Dependent and Neglected Children (59-8250.17), Residential Facilities for Drug or Alcohol Treatment Centers (59-8250.18), and Transitional Mental Health Residential Facilities (59-8250.19). Staff shall provide the appropriate data and information to aid in the deliberations of the Planning Commission and City Council.
- C. The inordinate concentration of these use units is discouraged and locations dispersed throughout the community are promoted. The City Council shall determine whether an inordinate concentration of these uses would result from establishment of an additional such use in the particular area. In determining whether an inordinate concentration would result in a negative impact to the surrounding community from approval of a particular application, the City Council shall consider all facts and circumstances relating to the application and areas surrounding the proposed site, including, but not limited to, the differences or similarities in existing uses among these use units and the compatibility or incompatibility of such uses in the particular area.
- D. All applications for Special Permit for uses in this category that house sex offenders or persons convicted of a capital offense, shall include written verification of compliance with Section 1, Chapter 136, Oklahoma State Law (57 O.S. Supp. 2008, § 563.4). Such written verification shall include a notarized statement affirming compliance with the statute, a list of individuals notified by certified mail and copies of the return receipts.

Distance Between Shelters

Saved to Google Drive

- 3467 ft from City Care to Homeless Alliance
- 2529 ft from Homeless Alliance to Salvation Army
- 7290 feet from Grace Rescue to Homeless Alliance
- 5756 feet from City Rescue to Homeless Alliance
- 1476 ft from Cardinal Community House to City Rescue

- Grace Rescue Mission Inc
- City Care Night Shelter
- The Salvation Army's Center of Hope
- Homeless Alliance
- City Rescue Mission
- Cardinal Community House
- Mens Bridge To Life

Untitled slide



Grace Rescue Mission Inc



Grace Rescue Mission Inc

4.2 (116)

Mission

Overview

Reviews

About

Directions

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2205 Exchange Ave, Oklahoma City, OK 73108

Open · Closes 6 PM

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(405) 232-5756

FC3W+7M Central Oklahoma City, Oklahoma City, OK

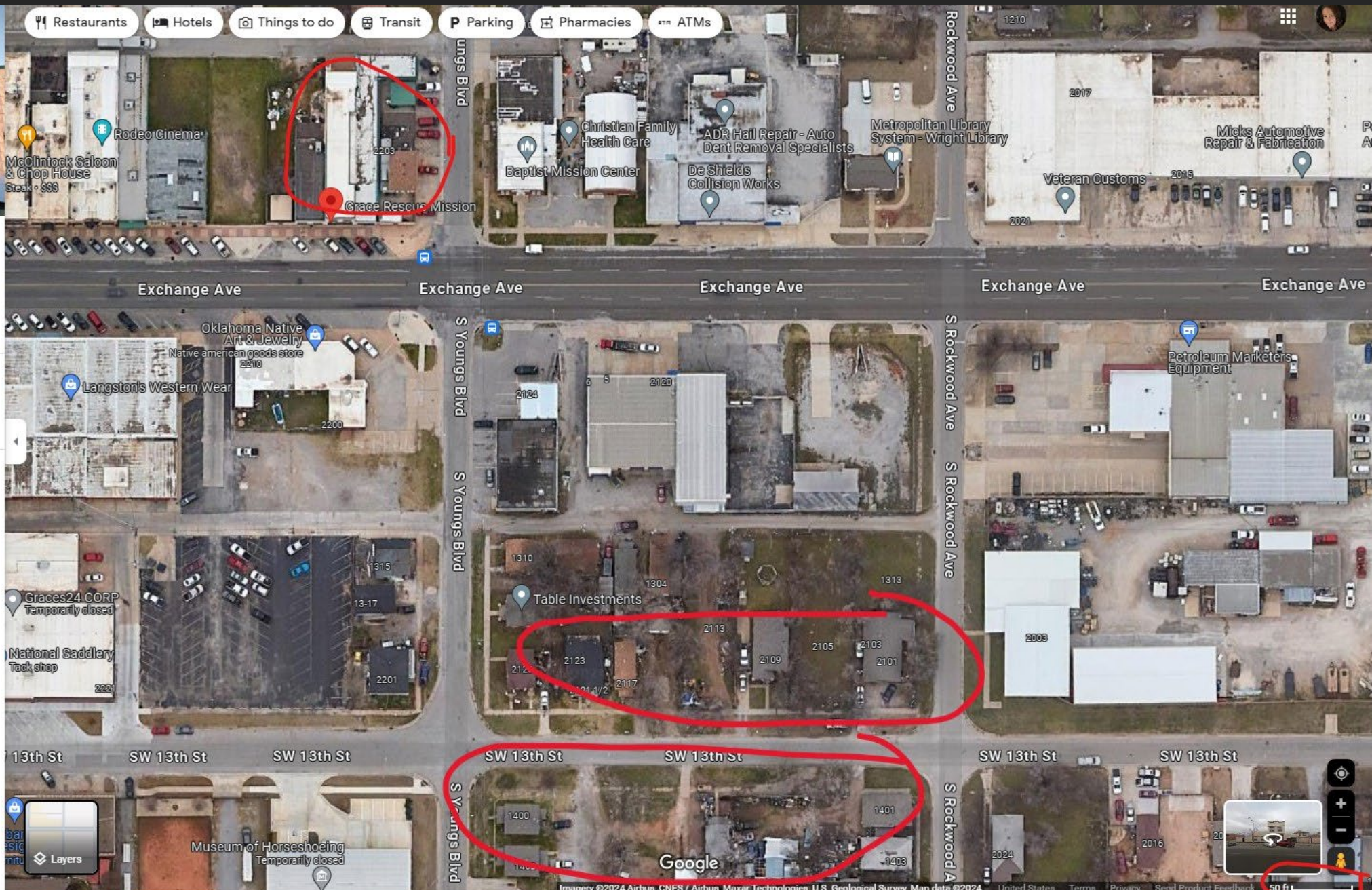
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Suggest an edit



shelter overnight



515 N Villa Ave

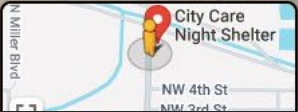
Oklahoma City, Oklahoma



Google Street View

Feb 2022

[See more dates](#)



City Care
Night Shelter

NW 4th St
NW 3rd St



Tulsa

Tulsa – Section 40.130 Dispersal Standards for Specified Land Uses 40.130-A The supplemental use regulations of this section apply to all detention and correctional facilities, emergency and protective shelters, homeless centers, residential treatment centers and transitional living center uses. 40.130-B To avoid over-concentration, all detention and correctional facilities, emergency and protective shelters, homeless centers, residential treatment centers and transitional living center uses must be separated from one another by a minimum distance of 2,640 feet, as measured in a straight line from the nearest point on the lot line of the property occupied by one of these uses to the nearest point on a lot line of the other property occupied by one of the subject uses (see Figure 40-6). The separation distance requirements of this subsection may be reduced if approved through the special exception approval process.

Tulsa, Oklahoma

Back to list Reload

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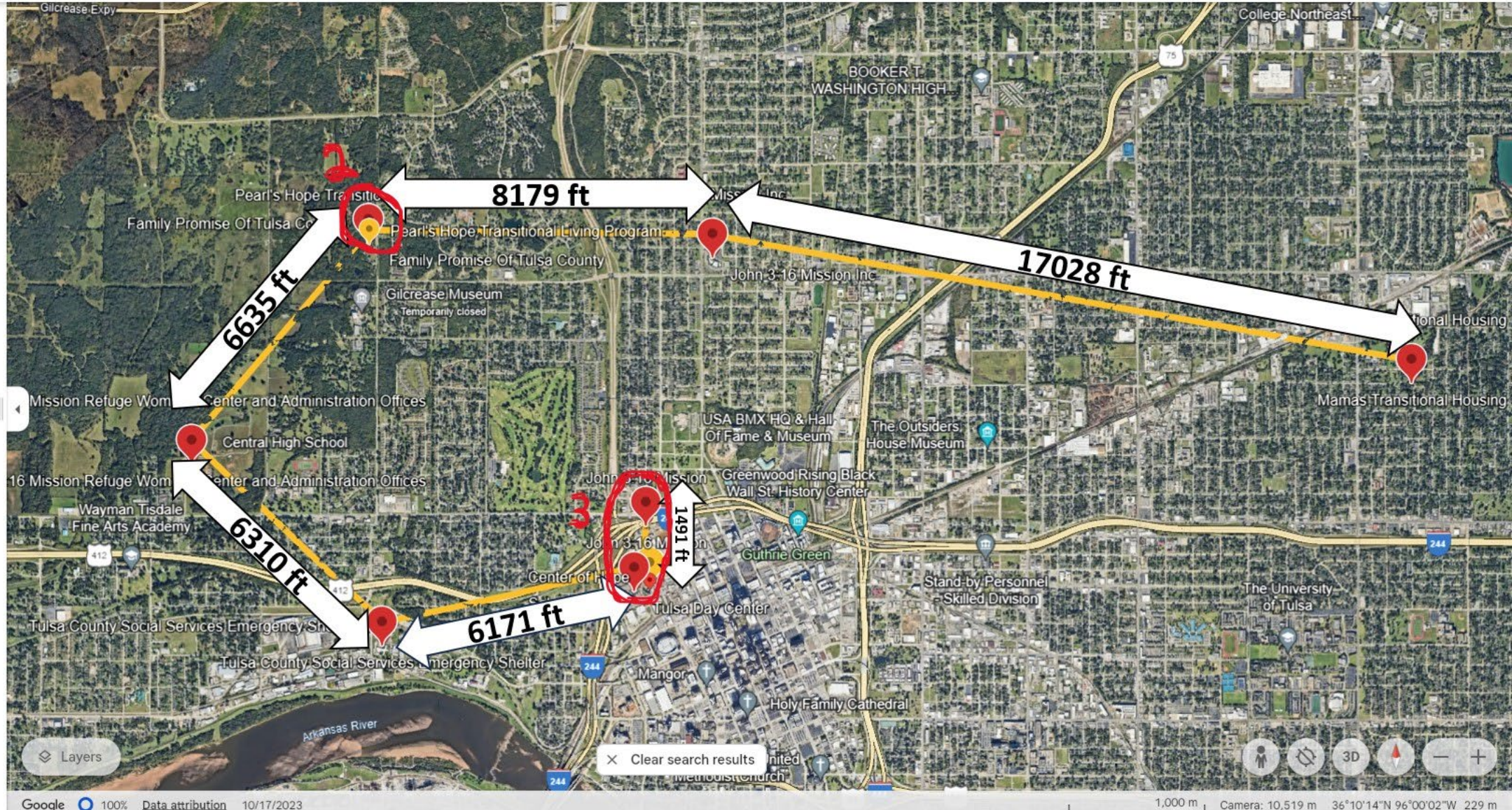
- Salvation Army
- Tulsa Day Center
- John 3:16 Mission
- Tulsa County Social Services Em...
- Family Promise Of Tulsa County
- Pearl's Hope Transitional Living ...
- John 3:16 Mission Inc
- Mamas Transitional Housing
- John 3:16 Mission Refuge Wome...

1491

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6310

Hide other projects



Chickasha – Resurrection House

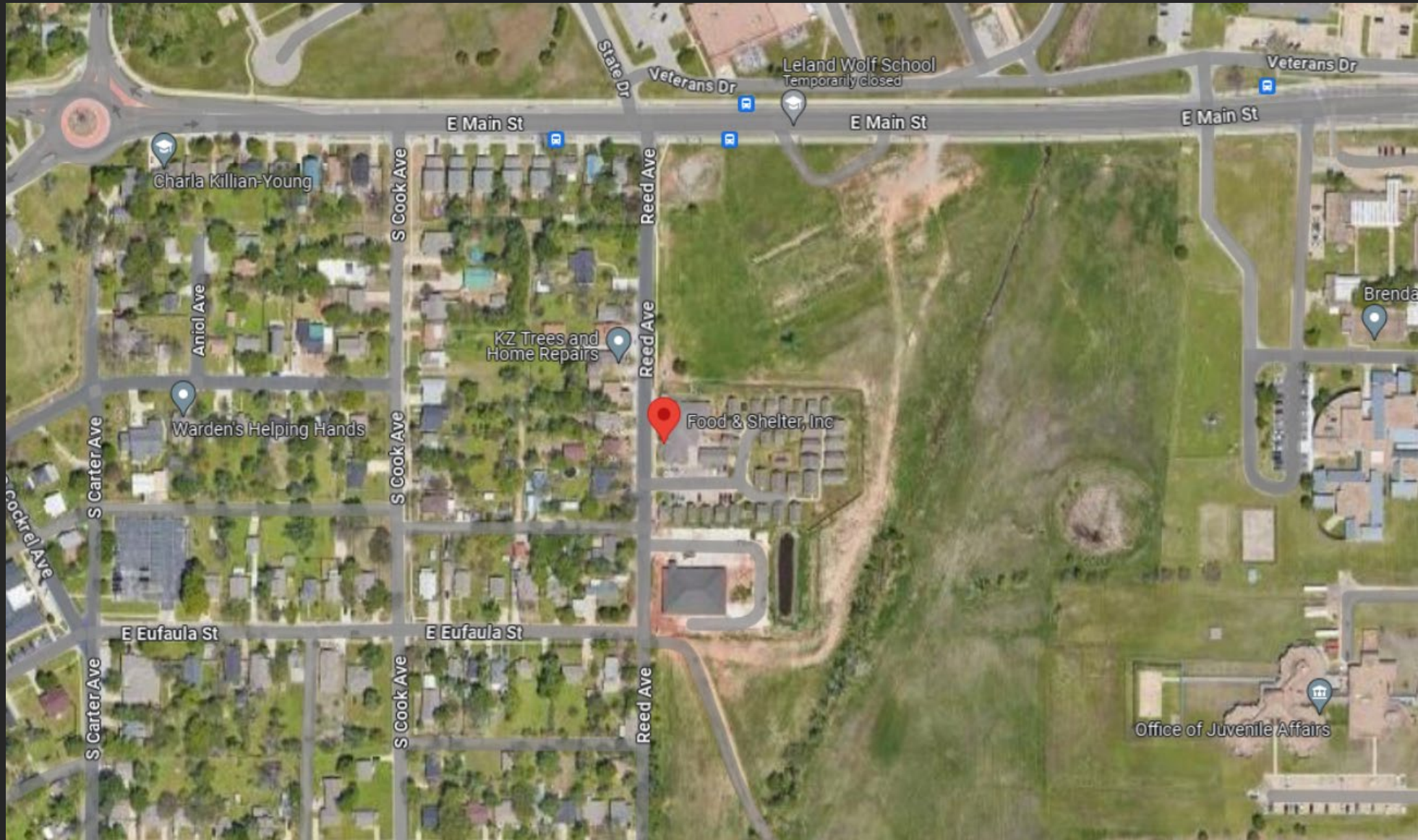


- Adjacent to Residential Property
- Overnight Camping
 - Allowed in I-1 Zoning
 - Must be within a Building

Norman

Norman – No distance requirements in the Municipal Code for overnight homeless shelters from a residential community. Instead, practical considerations are taken into consideration, such as proximity to services. Other factors, such as safety, are separately assessed with each proposal for an overnight shelter, warming station, day shelter, soup kitchen, etc.,

Norman - Food & Shelter



Lawton – Family Promise



- Adjacent to Residential Property
- Allowed in Public Facilities (P-F) Zoning District
- Adjacent to R-2 and R-3 Zoning Districts

Okmulgee

Okmulgee – Residential Treatments Center, Transitional Living Center, Emergency Or Protective Shelter: To avoid clustering, a residential treatment center, transitional, or emergency or protective shelter shall not be located on a lot within one- fourth ($\frac{1}{4}$) mile (1,320 feet) from any other lot containing such facilities or any lot containing a neighborhood group home, community group home, detention/correctional facility.

Muskogee

Group Living Facilities. Group living facilities shall include, but not limited to, neighborhood group homes, community group home, residential treatment center, transitional living center, emergency or protective center, detention/correctional facility, assisted living facilities, independent living facilities, nursing homes, or other similar uses. Group living facilities shall meet all federal, state and local requirements including, but not limited to, licensing, health, safety and building code requirements. In addition, the following criteria shall be required:

4. The facility shall be harmonious with surrounding buildings, in respect to scale, architectural design and building placement. No exterior alterations of the dwellings or any customary accessory structure shall be made which would detract from the residential character of the structure. Fire escapes, if required, must be located on the rear of the structure if architecturally feasible or on the side of the structure and screened;
5. To avoid clustering, a neighborhood group home, community group home, residential treatment center, transitional living center, emergency or protective center, and a detention/correctional facility shall not be located on a lot within one-half mile (2,640 feet) of any other lot containing said facilities;
6. The surrounding street network shall be capable of accommodating the traffic generated by the facility.

Thank you! Questions?





City Clerk Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 18, 2024
To: Board of City Commissioners
From: Lisa Lasyone, City Clerk
Subject: Consideration of a resolution updating the City Fee Schedule by: (1) setting the water rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections (a) and (b), Section 26-26, Article II, Chapter 26 of the City Code; and (2) setting the sanitary sewer rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections (b) and (c), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee.

Background: By Resolution, the City conducts an annual review of its water and sewer rates and consider adjustments per the Consumer Price Index (CPI) for both residential and commercial accounts. City staff have reviewed the U.S. Bureau of Labor Statistics CPI for the following categories:

- Water & Sewer Maintenance: 4.5%
- Motor Fuel: -2.3%
- New Trucks: 1.1%
- Motor Vehicle Parts & Equipment: -1.2%
(including Tires: -1.1% and Motor Oil, Coolant, and Fluids: -3.3%)
- Motor Vehicle Maintenance & Repair: 7.1%

The overall CPI from January 1, 2023, through December 31, 2023, was 3.4%.

Due to the costs incurred for all items that support related maintenance activities, staff is requesting the consideration of a 3.4% increase for water and sewer rates, effective July 1, 2024.

For residential customers inside the City limits, the associated rate increase for water service would be:

- \$0.85 for the first 1,000 gallons
- \$0.16 for the subsequent 1,001 to 4,000 gallon usage

The minimum bill would increase from \$72.21 to \$74.43. This includes the proposed increase for sanitation rates in the next item.

Financial Impact: Estimated water revenue of \$264,300 to Shawnee Municipal Authority Fund, Water Sales, 501-45010; estimated sewer revenue of \$148,500 to Shawnee Municipal Authority Fund, Sewer Service, 501-45020

Attachments: Bureau of Labor Statistics CPI as of 12-2023, Water Rates Resolution 2024 , Chapter 26
- Exhibit A

Staff Recommendation: Approval of this item



Economic News Release



Consumer Price Index News Release

Transmission of material in this release is embargoed until 8:30 a.m. (ET) Thursday, January 11, 2024 USDL-24-0019

Technical information: (202) 691-7000 * cpi_info@bls.gov * www.bls.gov/cpi
Media contact: (202) 691-5902 * PressOffice@bls.gov

CONSUMER PRICE INDEX - DECEMBER 2023

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.3 percent in December on a seasonally adjusted basis, after rising 0.1 percent in November, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 3.4 percent before seasonal adjustment.

The index for shelter continued to rise in December, contributing over half of the monthly all items increase. The energy index rose 0.4 percent over the month as increases in the electricity index and the gasoline index more than offset a decrease in the natural gas index. The food index increased 0.2 percent in December, as it did in November. The index for food at home increased 0.1 percent over the month and the index for food away from home rose 0.3 percent.

The index for all items less food and energy rose 0.3 percent in December, the same monthly increase as in November. Indexes which increased in December include shelter, motor vehicle insurance, and medical care. The index for household furnishings and operations and the index for personal care were among those that decreased over the month.

The all items index rose 3.4 percent for the 12 months ending December, a larger increase than the 3.1-percent increase for the 12 months ending November. The all items less food and energy index rose 3.9 percent over the last 12 months, after rising 4.0 percent over the 12 months ending November. The energy index decreased 2.0 percent for the 12 months ending December, while the food index increased 2.7 percent over the last year.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Dec. 2023
	Jun. 2023	Jul. 2023	Aug. 2023	Sep. 2023	Oct. 2023	Nov. 2023	Dec. 2023	
All items	0.2	0.2	0.6	0.4	0.0	0.1	0.3	3.4
Food	0.1	0.2	0.2	0.2	0.3	0.2	0.2	2.7
Food at home	0.0	0.3	0.2	0.1	0.3	0.1	0.1	1.3
Food away from home(1)	0.4	0.2	0.3	0.4	0.4	0.4	0.3	5.2
Energy	0.6	0.1	5.6	1.5	-2.5	-2.3	0.4	-2.0
Energy commodities	0.8	0.3	10.5	2.3	-4.9	-5.8	-0.1	-2.9
Gasoline (all types)	1.0	0.2	10.6	2.1	-5.0	-6.0	0.2	-1.9
Fuel oil(1)	-0.4	3.0	9.1	8.5	-0.8	-2.7	-5.5	-14.7
Energy services	0.4	-0.1	0.2	0.6	0.5	1.7	0.9	-1.1
Electricity	0.9	-0.7	0.2	1.3	0.3	1.4	1.3	3.3
Utility (piped) gas service	-1.7	2.0	0.1	-1.9	1.2	2.8	-0.4	-13.8
All items less food and energy	0.2	0.2	0.3	0.3	0.2	0.3	0.3	3.9
Commodities less food and energy commodities	-0.1	-0.3	-0.1	-0.4	-0.1	-0.3	0.0	0.2
New vehicles	0.0	-0.1	0.3	0.3	-0.1	-0.1	0.3	1.0
Used cars and trucks	-0.5	-1.3	-1.2	-2.5	-0.8	1.6	0.5	-1.3
Apparel	0.3	0.0	0.2	-0.8	0.1	-1.3	0.1	1.0
Medical care commodities(1)	0.2	0.5	0.6	-0.3	0.4	0.5	-0.1	4.7
Services less energy services	0.3	0.4	0.4	0.6	0.3	0.5	0.4	5.3
Shelter	0.4	0.4	0.3	0.6	0.3	0.4	0.5	6.2
Transportation services	0.1	0.3	2.0	0.7	0.8	1.1	0.1	9.7
Medical care services	0.0	-0.4	0.1	0.3	0.3	0.6	0.7	-0.5
Footnotes								
(1) Not seasonally adjusted.								

Food

The food index rose 0.2 percent in December, as it did in November. The index for food at home increased 0.1 percent over the month, also the same as in the previous month. Four of the six major grocery store food group indexes increased over the month. The index for meats, poultry, fish, and eggs rose 0.5 percent in December, led by an 8.9-percent increase in the index for eggs. The index for other food at home rose 0.1 percent over the month, and the index for nonalcoholic beverages rose 0.2 percent. The index for dairy and related products rose 0.3 percent in December.

The cereals and bakery products index declined 0.3 percent over the month with the breakfast cereal index declining 2.4 percent, the largest decrease in that index since January 2007. The index for fruits and vegetables decreased 0.1 percent in December.

The food away from home index rose 0.3 percent in December, after rising 0.4 percent in November. The index for full service meals rose 0.3 percent and the index for limited service meals increased 0.4 percent over the month.

The food at home index rose 1.3 percent over the last 12 months. The index for other food at home rose 2.8 percent over the 12 months ending in December. The indexes for cereals and bakery products and nonalcoholic beverages both increased 2.6 percent, while the index for fruits and vegetables rose 0.3 percent. The dairy and related products index decreased 1.3 percent over the year, and the meats, poultry, fish, and eggs index fell 0.1 percent.

The index for food away from home rose 5.2 percent over the last year. The index for limited service meals rose 5.9 percent over the last 12 months, and the index for full service meals rose 4.5 percent over the same period.

Energy

The energy index rose 0.4 percent in December, after decreasing 2.3 percent in November. The gasoline index increased 0.2 percent in December, following a 6.0-percent decrease in the previous month. (Before seasonal adjustment, gasoline prices fell 5.8 percent in December.) The index for electricity increased 1.3 percent over the month.

In contrast, the natural gas index fell 0.4 percent over the month, after rising 2.8 percent the previous month. The fuel oil index decreased 5.5 percent in December.

The energy index fell 2.0 percent over the past 12 months. The gasoline index decreased 1.9 percent, the natural gas index declined 13.8 percent, and the fuel oil index fell 14.7 percent over this 12-month span. In contrast, the index for electricity rose 3.3 percent over the last year.

All items less food and energy

The index for all items less food and energy rose 0.3 percent in December, as it did in November. The shelter index increased 0.5 percent in December, after rising 0.4 percent the previous month, and was the largest factor in the monthly increase in the index for all items less food and energy. The index for owners' equivalent rent rose 0.5 percent over the month, while the index for rent increased 0.4 percent. The lodging away from home index also increased 0.4 percent in December.

The motor vehicle insurance index increased 1.5 percent in December, after increasing 1.0 percent the preceding month. The used cars and trucks index rose 0.5 percent over the month, after rising 1.6 percent in November. Among other indexes that rose in December were recreation, new vehicles, education, and airline fares.

The medical care index rose 0.6 percent in December, as it did in November. The index for hospital services increased 0.5 percent over the month and the index for physicians' services increased 0.2 percent. The prescription drugs index fell 0.4 percent in December.

The index for household furnishings and operations fell 0.4 percent in December, the same decrease as in November. The personal care index also decreased, falling 0.3 percent over the month.

The index for all items less food and energy rose 3.9 percent over the past 12 months. The shelter index increased 6.2 percent over the last year, accounting for over two thirds of the total increase in the all items less food and energy index. Other indexes with notable increases over the last year include motor vehicle insurance (+20.3 percent), recreation (+2.7 percent), personal care (+5.0 percent), and education (+2.4 percent).

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 3.4 percent over the last 12 months to an index level of 306.746 (1982-84=100). For the month, the index decreased 0.1 percent prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 3.3 percent over the last 12 months to an index level of 300.728 (1982-84=100). For the month, the index decreased 0.2 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 3.2 percent over the last 12 months. For the month, the index decreased 0.1 percent on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

The Consumer Price Index for January 2024 is scheduled to be released on Tuesday, February 13, 2024, at 8:30 a.m. (ET).

Changes to Used Cars and Trucks Methodology

With the release of January 2024 data, the CPI program plans to update the mileage adjustment applied to each sampled used vehicle in the used cars and trucks index. Historically, a single, stable mileage

amount estimated for a given make and model was applied to each sampled vehicle and was unchanged throughout the year. The assigned mileage amount will now be replaced with a monthly average mileage amount based on the age of the sampled used vehicle, and not the make and model. Each estimated price for a sampled used vehicle will still be adjusted for depreciation.

In addition, seasonally adjusted indexes as well as calculated seasonal adjustment factors will take the new methodology into account beginning in 2024. Revised seasonal factors are available at www.bls.gov/cpi/seasonal-adjustment/home.htm.

Details on the current method are available on the Measuring Price Change in the CPI: Used cars and trucks factsheet (www.bls.gov/cpi/factsheets/used-cars-and-trucks.htm). This factsheet will be updated on February 13, 2024, with the release of January 2024 data once this change takes effect.

Technical Note

Brief Explanation of the CPI

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents about 93 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for All Urban Consumers (C-CPI-U). The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents about 29 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visit, telephone call, web, or app collection by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107.

Sampling Error in the CPI

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1-month percent change is 0.03 percent for the U.S. all items CPI. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95 percent of these estimates will be within 0.06 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.14 and 0.26 percent. For the latest data, including information on how to use the estimates of standard error, see www.bls.gov/cpi/tables/variance-estimates/home.htm.

Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
Year I	112.500	225.000	110.000
Year II	121.500	243.000	128.000

Change in index points	9.000	18.000	18.000
Percent change	$9.0/112.500 \times 100 = 8.0$	$18.0/225.000 \times 100 = 8.0$	$18.0/110.000 \times 100 = 16.4$

Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. The factors are available at www.bls.gov/cpi/tables/seasonal-adjustment/seasonal-factors-2022.xlsx. For more information on data revision scheduling, please see the Factsheet on Seasonal Adjustment at www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm and the Timeline of Seasonal Adjustment Methodological Changes at www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm.

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year—such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for the time of year. The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually.

Intervention Analysis

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment (IASA) for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this "prior adjusted" data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced for January 2022, BLS adjusted 72 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels, electricity, and vehicles.

Revision of Seasonally Adjusted Indexes

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. For January 2022, revised seasonal factors and seasonally adjusted indexes for 2017 to 2021 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2021 will be applied to data for 2022 to produce the seasonally adjusted 2022 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

Determining Seasonal Status

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. For 2022, 22 of the 81 components of the U.S. city average all items index are seasonally adjusted.

Contact Information

For additional information about the CPI visit www.bls.gov/cpi or contact the CPI Information and Analysis Section at 202-691-7000 or cpi_info@bls.gov.

For additional information on seasonal adjustment in the CPI visit www.bls.gov/cpi/seasonal-adjustment/home.htm or contact the CPI seasonal adjustment section at 202-691-6968 or cpiseas@bls.gov.

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2023
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2023	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022	Nov. 2023	Dec. 2023	Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
All items	100.000	296.797	307.051	306.746	3.4	-0.1	0.0	0.1	0.3
Food	13.424	316.839	325.172	325.409	2.7	0.1	0.3	0.2	0.2
Food at home	8.553	299.089	303.224	303.005	1.3	-0.1	0.3	0.1	0.1
Cereals and bakery products	1.162	345.029	356.169	353.844	2.6	-0.7	0.2	0.5	-0.3
Meats, poultry, fish, and eggs	1.782	320.455	319.860	320.143	-0.1	0.1	0.7	-0.2	0.5
Dairy and related products	0.780	271.376	267.609	267.889	-1.3	0.1	0.3	0.1	0.3
Fruits and vegetables	1.468	349.134	350.736	350.250	0.3	-0.1	0.0	0.3	-0.1
Nonalcoholic beverages and beverage materials	1.030	210.324	215.604	215.872	2.6	0.1	-0.1	0.5	0.2
Other food at home	2.331	262.985	270.250	270.223	2.8	0.0	0.3	-0.1	0.1
Food away from home(1)	4.870	343.559	360.383	361.564	5.2	0.3	0.4	0.4	0.3
Energy	6.741	274.937	277.029	269.375	-2.0	-2.8	-2.5	-2.3	0.4
Energy commodities	3.473	297.625	306.419	288.953	-2.9	-5.7	-4.9	-5.8	-0.1
Fuel oil(1)	0.131	461.140	416.239	393.189	-14.7	-5.5	-0.8	-2.7	-5.5
Motor fuel	3.283	288.979	299.696	282.246	-2.3	-5.8	-4.9	-6.0	0.1
Gasoline (all types)	3.194	285.757	297.598	280.289	-1.9	-5.8	-5.0	-6.0	0.2
Energy services	3.267	263.825	259.944	260.877	-1.1	0.4	0.5	1.7	0.9
Electricity	2.522	260.548	267.545	269.170	3.3	0.6	0.3	1.4	1.3
Utility (piped) gas service	0.745	267.683	231.976	230.862	-13.8	-0.5	1.2	2.8	-0.4
All items less food and energy	79.836	300.113	311.606	311.907	3.9	0.1	0.2	0.3	0.3
Commodities less food and energy commodities	20.781	164.304	165.367	164.590	0.2	-0.5	-0.1	-0.3	0.0
Apparel	2.464	124.587	128.093	125.794	1.0	-1.8	0.1	-1.3	0.1
New vehicles	4.222	176.463	178.700	178.269	1.0	-0.2	-0.1	-0.1	0.3
Used cars and trucks	2.544	188.864	186.270	186.383	-1.3	0.1	-0.8	1.6	0.5
Medical care commodities(1)	1.475	391.809	410.847	410.365	4.7	-0.1	0.4	0.5	-0.1
Alcoholic beverages	0.837	280.755	287.731	287.873	2.5	0.0	0.2	-0.1	0.3
Tobacco and smoking products(1)	0.515	1,379.589	1,487.792	1,486.900	7.8	-0.1	1.9	1.1	-0.1
Services less energy services	59.055	384.906	404.143	405.338	5.3	0.3	0.3	0.5	0.4
Shelter	35.170	366.868	387.892	389.433	6.2	0.4	0.3	0.4	0.5
Rent of primary residence	7.714	385.649	408.838	410.606	6.5	0.4	0.5	0.5	0.4
Owners' equivalent rent of residences(2)	26.018	376.897	399.032	400.828	6.3	0.5	0.4	0.5	0.5
Medical care services	6.374	602.395	597.016	599.464	-0.5	0.4	0.3	0.6	0.7
Physicians' services(1)	1.777	415.611	412.011	412.930	-0.6	0.2	-1.0	0.6	0.2
Hospital services(1)(3)	1.968	383.150	402.222	404.407	5.5	0.5	1.1	0.1	0.5
Transportation services	6.127	373.598	411.892	409.749	9.7	-0.5	0.8	1.1	0.1
Motor vehicle maintenance and repair(1)	1.145	366.960	393.924	392.897	7.1	-0.3	0.2	0.3	-0.3
Motor vehicle insurance	2.874	648.771	768.249	780.284	20.3	1.6	1.9	1.0	1.5
Airline fares	0.543	268.519	257.222	243.348	-9.4	-5.4	-0.9	-0.4	1.0
Footnotes									
(1) Not seasonally adjusted.									
(2) Indexes on a December 1982=100 base.									
(3) Indexes on a December 1996=100 base.									

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2023

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
All items	100.000	3.4	-0.1	0.0	0.1	0.3
Food	13.424	2.7	0.1	0.3	0.2	0.2
Food at home	8.553	1.3	-0.1	0.3	0.1	0.1
Cereals and bakery products	1.162	2.6	-0.7	0.2	0.5	-0.3
Cereals and cereal products	0.359	0.4	-1.3	-0.3	0.4	-1.5
Flour and prepared flour mixes	0.060	2.2	-1.4	0.9	1.4	0.0
Breakfast cereal(1)	0.146	0.3	-2.4	0.6	0.8	-2.4
Rice, pasta, cornmeal	0.153	-0.3	-0.1	-0.7	-0.7	-0.1
Rice(1)(2)(3)		0.1	0.1	-0.9	0.4	0.1
Bakery products(1)	0.803	3.6	-0.4	0.3	0.2	-0.4
Bread(1)(2)	0.226	3.1	-0.3	1.0	-0.4	-0.3
White bread(1)(3)		2.7	0.2	1.0	-1.4	0.2
Bread other than white(1)(3)		3.6	-1.0	1.1	0.6	-1.0
Fresh biscuits, rolls, muffins(2)	0.121	4.1	-2.0	0.4	1.8	-1.4
Cakes, cupcakes, and cookies(1)	0.205	2.6	-0.2	-1.0	0.7	-0.2
Cookies(1)(3)		2.7	0.1	-1.1	0.2	0.1
Fresh cakes and cupcakes(1)(3)		3.8	-0.4	-0.3	1.0	-0.4
Other bakery products	0.251	4.4	0.2	0.7	0.9	0.4
Fresh sweetrolls, coffeecakes, doughnuts(1)(3)		3.1	0.2	1.5	0.2	0.2
Crackers, bread, and cracker products(3)		7.7	0.8	1.1	2.2	0.1
Frozen and refrigerated bakery products, pies, tarts, turnovers(3)		2.3	-0.9	0.7	0.6	0.2
Meats, poultry, fish, and eggs	1.782	-0.1	0.1	0.7	-0.2	0.5
Meats, poultry, and fish	1.670	2.3	-0.5	0.7	-0.4	0.0
Meats	1.044	3.6	-0.5	1.0	-0.4	0.2
Beef and veal	0.460	8.7	0.0	1.2	-0.3	0.2
Uncooked ground beef(1)	0.164	6.7	-0.7	1.5	-1.5	-0.7
Uncooked beef roasts(2)	0.061	8.9	-2.1	4.1	1.7	-1.7
Uncooked beef steaks(2)	0.189	11.2	1.4	0.5	-1.2	2.4
Uncooked other beef and veal(1)(2)	0.045	5.6	-1.1	0.8	1.6	-1.1
Pork	0.331	0.1	-1.4	1.3	-1.0	0.3
Bacon, breakfast sausage, and related products(2)	0.142	-0.8	-1.2	1.3	-1.1	-0.2
Bacon and related products(3)		1.6	-1.5	1.8	-2.1	0.3
Breakfast sausage and related products(2)(3)		-3.7	-0.5	0.1	0.5	-1.5
Ham	0.066	2.5	-2.4	0.5	-0.8	2.6
Ham, excluding canned(3)		2.5	-2.5	0.5	-1.2	2.9
Pork chops(1)	0.045	-0.4	-0.9	3.5	-2.4	-0.9
Other pork including roasts, steaks, and ribs(2)	0.079	-0.1	-1.2	1.5	-0.4	0.2

Footnotes

- (1) Not seasonally adjusted.
- (2) Indexes on a December 1997=100 base.
- (3) Special index based on a substantially smaller sample.
- (4) Indexes on a December 2007=100 base.
- (5) Indexes on a December 2005=100 base.
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- (12) Indexes on a December 2019=100 base.
- (13) Indexes on a December 1982=100 base.
- (14) Indexes on a December 1996=100 base.

Expenditure category	Relative importance Nov. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Other meats	0.253	-0.2	0.0	0.4	0.1	-0.1
Frankfurters(3)		2.2	-0.1	2.0	0.7	0.3
Lunchmeats(1)(2)(3)		0.3	0.2	1.3	0.0	0.2
Poultry(1)	0.346	1.2	-0.4	0.3	-0.9	-0.4
Chicken(1)(2)	0.276	0.7	0.1	0.3	-0.4	0.1
Fresh whole chicken(1)(3)		3.1	-0.4	0.2	1.4	-0.4
Fresh and frozen chicken parts(1)(3)		0.0	0.5	0.2	-1.1	0.5
Other uncooked poultry including turkey(2)	0.070	3.3	-2.3	1.2	-0.1	-1.7
Fish and seafood	0.279	-1.4	-0.8	-0.1	0.4	-0.3
Fresh fish and seafood(1)(2)	0.134	-2.5	-1.0	0.0	-0.3	-1.0
Processed fish and seafood(2)	0.145	-0.5	-0.6	-0.4	0.2	-0.1
Shelf stable fish and seafood(3)		3.8	0.7	-1.0	1.8	1.1
Frozen fish and seafood(3)		-2.8	-1.9	-1.1	0.1	-0.9
Eggs(1)	0.113	-23.8	8.9	0.1	2.2	8.9
Dairy and related products	0.780	-1.3	0.1	0.3	0.1	0.3
Milk(2)	0.192	-1.8	0.5	1.0	0.0	0.5
Fresh whole milk(3)		-2.3	0.4	1.6	0.0	0.8
Fresh milk other than whole(2)(3)		-1.4	0.6	0.7	0.0	0.4
Cheese and related products(1)	0.237	-3.3	-0.2	0.5	-0.7	-0.2
Ice cream and related products	0.121	2.8	1.1	-1.4	0.8	1.0
Other dairy and related products(2)	0.229	-0.8	-0.5	0.4	-0.2	-0.1
Fruits and vegetables	1.468	0.3	-0.1	0.0	0.3	-0.1
Fresh fruits and vegetables	1.096	-0.5	-0.6	-0.3	1.0	-0.5
Fresh fruits	0.593	3.6	-0.6	0.5	1.6	0.3
Apples	0.075	-5.9	-0.1	-7.9	0.4	0.2
Bananas(1)	0.088	1.0	0.0	-0.1	-0.4	0.0
Citrus fruits(2)	0.179	5.4	-4.0	2.9	3.2	0.7
Oranges, including tangerines(3)		5.3	-5.4	3.1	3.1	0.7
Other fresh fruits(2)	0.251	6.4	1.3	3.4	0.4	1.6
Fresh vegetables	0.503	-4.8	-0.6	-1.3	0.3	-1.3
Potatoes	0.082	-2.8	-1.8	-2.7	4.6	-2.8
Lettuce	0.071	-16.7	-3.5	-1.1	-2.9	-4.0
Tomatoes	0.082	-7.2	1.2	-1.7	0.7	0.1
Other fresh vegetables	0.268	-1.0	0.0	-0.3	-0.4	0.0
Processed fruits and vegetables(2)	0.372	2.7	1.3	1.0	-1.4	0.9
Canned fruits and vegetables(2)	0.190	2.4	1.7	1.1	-0.8	1.4
Canned fruits(2)(3)		2.4	1.5	0.1	-0.2	0.9
Canned vegetables(2)(3)		2.1	1.1	1.7	-1.0	0.6

Footnotes

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Expenditure category	Relative importance Nov. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Frozen fruits and vegetables(2)	0.108	3.9	0.4	0.4	-2.2	0.5
Frozen vegetables(3)		6.1	0.4	0.0	-2.6	0.9
Other processed fruits and vegetables including dried(2)	0.073	1.7	1.6	1.5	-1.5	0.2
Dried beans, peas, and lentils(1)(2)(3)		-1.5	2.2	1.8	-2.3	2.2
Nonalcoholic beverages and beverage materials	1.030	2.6	0.1	-0.1	0.5	0.2
Juices and nonalcoholic drinks(2)	0.726	3.6	0.5	0.3	0.5	0.5
Carbonated drinks	0.304	2.9	0.5	0.9	1.5	0.6
Frozen noncarbonated juices and drinks(1)(2)	0.009	19.1	1.4	2.0	-1.2	1.4
Nonfrozen noncarbonated juices and drinks(2)	0.413	3.9	0.5	0.0	-0.1	0.2
Beverage materials including coffee and tea(2)	0.304	0.3	-0.8	-0.6	0.5	-0.8
Coffee	0.193	-1.6	-1.4	-0.6	0.4	-1.1
Roasted coffee(3)		-2.0	-1.1	-0.8	0.8	-1.0
Instant coffee(1)(3)		-0.5	-1.7	-1.1	0.2	-1.7
Other beverage materials including tea(1)(2)	0.111	3.7	0.2	-1.5	0.5	0.2
Other food at home	2.331	2.8	0.0	0.3	-0.1	0.1
Sugar and sweets(1)	0.306	5.2	0.2	-0.5	-0.1	0.2
Sugar and sugar substitutes	0.041	6.9	0.3	1.6	-1.5	1.1
Candy and chewing gum(1)(2)	0.195	5.5	0.3	-0.7	0.6	0.3
Other sweets(2)	0.070	3.4	0.0	-0.4	0.4	0.3
Fats and oils	0.255	2.3	0.8	2.3	0.5	1.0
Butter and margarine(2)	0.081	-2.8	-0.3	2.1	3.4	0.1
Butter(3)		-2.9	0.2	2.1	4.3	0.3
Margarine(1)(3)		-1.8	0.3	0.5	-2.0	0.3
Salad dressing(2)	0.060	3.0	0.8	1.7	-0.9	0.1
Other fats and oils including peanut butter(2)	0.114	5.8	1.5	2.3	-0.9	2.6
Peanut butter(1)(2)(3)		3.0	2.6	1.5	-2.1	2.6
Other foods	1.770	2.4	-0.2	0.1	-0.2	0.0
Soups	0.102	0.6	-0.1	0.1	1.2	-0.2
Frozen and freeze dried prepared foods	0.265	0.7	1.2	-0.7	-1.1	1.2
Snacks	0.372	2.0	-0.4	0.0	-1.0	0.2
Spices, seasonings, condiments, sauces	0.357	4.1	-0.4	1.2	0.0	0.0
Salt and other seasonings and spices(2)(3)		3.4	-1.6	1.7	0.2	-1.2
Olives, pickles, relishes(1)(2)(3)		3.3	-0.1	1.9	0.5	-0.1
Sauces and gravies(2)(3)		6.7	-0.1	0.7	0.9	0.3
Other condiments(3)		2.1	0.2	0.1	-1.8	-0.4
Baby food and formula(1)(2)	0.040	7.3	-0.5	1.0	-0.4	-0.5
Other miscellaneous foods(2)	0.636	2.4	-0.4	0.0	0.2	-0.5
Prepared salads(3)(4)		1.8	0.7	0.8	-1.6	0.3

Footnotes

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Expenditure category	Relative importance Nov. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022-Dec. 2023	Nov. 2023-Dec. 2023	Sep. 2023-Oct. 2023	Oct. 2023-Nov. 2023	Nov. 2023-Dec. 2023
Food away from home⁽¹⁾	4.870	5.2	0.3	0.4	0.4	0.3
Full service meals and snacks⁽¹⁾⁽²⁾	2.324	4.5	0.3	0.3	0.5	0.3
Limited service meals and snacks⁽¹⁾⁽²⁾	2.272	5.9	0.4	0.5	0.4	0.4
Food at employee sites and schools⁽¹⁾⁽²⁾	0.076	3.3	-0.1	0.2	0.4	-0.1
Food at elementary and secondary schools⁽¹⁾⁽³⁾⁽⁵⁾		2.2	-0.1	0.1	0.0	-0.1
Food from vending machines and mobile vendors⁽¹⁾⁽²⁾	0.027	13.1	0.1	2.7	0.3	0.1
Other food away from home⁽¹⁾⁽²⁾	0.171	6.6	0.0	-0.9	0.3	0.0
Energy	6.741	-2.0	-2.8	-2.5	-2.3	0.4
Energy commodities	3.473	-2.9	-5.7	-4.9	-5.8	-0.1
Fuel oil and other fuels	0.190	-11.8	-3.6	-3.4	-2.2	-3.3
Fuel oil⁽¹⁾	0.131	-14.7	-5.5	-0.8	-2.7	-5.5
Propane, kerosene, and firewood⁽⁶⁾	0.059	-5.0	0.8	0.0	-0.3	-0.4
Motor fuel	3.283	-2.3	-5.8	-4.9	-6.0	0.1
Gasoline (all types)	3.194	-1.9	-5.8	-5.0	-6.0	0.2
Gasoline, unleaded regular⁽³⁾		-2.2	-5.9	-5.7	-7.0	0.2
Gasoline, unleaded midgrade⁽³⁾⁽⁷⁾		-0.8	-5.2	-3.2	-5.6	0.6
Gasoline, unleaded premium⁽³⁾		-0.1	-5.0	-3.1	-4.8	0.1
Other motor fuels⁽¹⁾⁽²⁾	0.090	-15.2	-6.1	-1.1	-4.2	-6.1
Energy services	3.267	-1.1	0.4	0.5	1.7	0.9
Electricity	2.522	3.3	0.6	0.3	1.4	1.3
Utility (piped) gas service	0.745	-13.8	-0.5	1.2	2.8	-0.4
All items less food and energy	79.836	3.9	0.1	0.2	0.3	0.3
Commodities less food and energy commodities	20.781	0.2	-0.5	-0.1	-0.3	0.0
Household furnishings and supplies⁽⁸⁾	4.230	-0.9	-0.5	-0.2	-0.7	-0.4
Window and floor coverings and other linens⁽²⁾	0.291	-3.1	1.8	-1.5	-1.0	2.6
Floor coverings⁽¹⁾⁽²⁾	0.082	0.9	2.1	0.1	-1.6	2.1
Window coverings⁽¹⁾⁽²⁾	0.075	5.6	0.1	1.2	0.3	0.1
Other linens⁽²⁾	0.133	-9.3	2.6	-4.3	-2.6	3.2
Furniture and bedding⁽¹⁾	1.113	-4.3	-1.2	1.4	-1.1	-1.2
Bedroom furniture⁽¹⁾	0.367	-1.7	-0.6	1.0	-1.0	-0.6
Living room, kitchen, and dining room furniture⁽¹⁾⁽²⁾	0.541	-6.0	-1.6	0.5	-1.0	-1.6
Other furniture⁽²⁾	0.199	-4.0	-1.4	4.3	-0.7	-1.7
Appliances⁽²⁾	0.265	-4.0	-0.4	-1.2	-1.0	-0.2
Major appliances⁽²⁾	0.093	-10.3	2.0	-2.0	-0.8	1.2
Laundry equipment⁽¹⁾⁽³⁾		-13.6	2.1	-5.0	-3.8	2.1
Other appliances⁽¹⁾⁽²⁾	0.171	0.0	-1.7	-1.4	-1.8	-1.7
Other household equipment and furnishings⁽²⁾	0.551	-1.1	-0.2	-1.1	-1.9	0.5

Footnotes⁽¹⁾ Not seasonally adjusted.⁽²⁾ Indexes on a December 1997=100 base.⁽³⁾ Special index based on a substantially smaller sample.⁽⁴⁾ Indexes on a December 2007=100 base.⁽⁵⁾ Indexes on a December 2005=100 base.⁽⁶⁾ Indexes on a December 1986=100 base.⁽⁷⁾ Indexes on a December 1993=100 base.⁽⁸⁾ Indexes on a December 2009=100 base.⁽⁹⁾ Indexes on a December 1990=100 base.⁽¹⁰⁾ Indexes on a December 1983=100 base.⁽¹¹⁾ Indexes on a December 2001=100 base.⁽¹²⁾ Indexes on a December 2019=100 base.⁽¹³⁾ Indexes on a December 1982=100 base.⁽¹⁴⁾ Indexes on a December 1996=100 base.

Expenditure category	Relative importance Nov. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Clocks, lamps, and decorator items(1)	0.304	-1.0	-0.3	-0.9	-3.3	-0.3
Indoor plants and flowers(9)	0.129	1.8	-0.5	1.3	0.7	-1.3
Dishes and flatware(1)(2)	0.038	-2.0	3.0	-1.1	-4.7	3.0
Nonelectric cookware and tableware(2)	0.079	-5.5	-1.1	-2.0	-0.2	-1.2
Tools, hardware, outdoor equipment and supplies(2)	1.050	0.9	-0.9	-1.1	-0.7	-0.4
Tools, hardware and supplies(2)	0.267	1.0	-0.2	-0.5	1.7	0.1
Outdoor equipment and supplies(2)	0.550	1.2	-1.4	-1.7	-1.8	-1.2
Housekeeping supplies(1)	0.960	2.8	0.0	0.3	-0.5	0.0
Household cleaning products(1)(2)	0.326	3.8	0.0	0.1	-0.7	0.0
Household paper products(1)(2)	0.177	2.7	0.7	0.2	-0.5	0.7
Miscellaneous household products(1)(2)	0.457	2.1	-0.3	0.4	-0.4	-0.3
Apparel	2.464	1.0	-1.8	0.1	-1.3	0.1
Men's and boys' apparel	0.646	1.3	-2.1	0.5	-2.4	-0.4
Men's apparel	0.478	1.8	-2.0	0.6	-2.0	0.0
Men's suits, sport coats, and outerwear	0.064	-6.0	-4.7	1.5	1.8	-1.2
Men's underwear, nightwear, swimwear, and accessories(1)	0.175	3.3	-1.6	-0.5	-2.8	-1.6
Men's shirts and sweaters(2)	0.119	3.8	-1.4	0.7	-1.5	0.1
Men's pants and shorts	0.111	2.0	-1.9	0.9	-5.3	-0.4
Boys' apparel	0.167	0.2	-2.2	-0.2	-3.4	-1.6
Women's and girls' apparel	1.004	0.6	-2.4	-0.2	-1.2	0.3
Women's apparel	0.842	1.5	-2.1	-0.1	-0.9	0.9
Women's outerwear	0.047	2.7	-2.4	-5.9	-0.7	0.8
Women's dresses	0.093	0.5	-5.2	-3.1	0.7	-0.4
Women's suits and separates(2)	0.380	0.4	-2.7	1.1	-2.1	0.4
Women's underwear, nightwear, swimwear, and accessories(2)	0.311	3.1	-0.4	0.3	-1.0	3.3
Girls' apparel	0.162	-4.3	-4.1	-0.8	-2.4	-3.1
Footwear	0.501	0.7	-1.8	-0.4	-0.5	-0.4
Men's footwear(1)	0.183	1.3	-2.0	0.8	0.3	-2.0
Boys' and girls' footwear	0.117	-2.0	-1.5	-0.7	-1.7	-0.8
Women's footwear	0.200	1.9	-1.8	-1.3	-0.3	-0.5
Infants' and toddlers' apparel	0.100	1.2	-1.0	0.4	-1.4	-0.1
Jewelry and watches(6)	0.213	2.2	1.7	1.2	-0.2	2.1
Watches(1)(6)	0.036	0.4	0.2	2.6	0.7	0.2
Jewelry(6)	0.177	2.5	2.0	1.1	0.0	2.6
Transportation commodities less motor fuel(8)	7.473	0.0	-0.1	-0.4	0.5	0.3
New vehicles	4.222	1.0	-0.2	-0.1	-0.1	0.3
New cars(3)		0.4	-0.4	0.0	0.0	0.0
New trucks(3)(10)		1.1	-0.2	-0.1	-0.1	0.3

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Expenditure category	Relative importance Nov. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Used cars and trucks	2.544	-1.3	0.1	-0.8	1.6	0.5
Motor vehicle parts and equipment(1)	0.467	-1.2	0.3	-0.3	0.1	0.3
Tires(1)	0.316	-1.1	1.2	-0.2	-1.0	1.2
Vehicle accessories other than tires(1)(2)	0.151	-1.4	-1.5	-0.7	2.4	-1.5
Vehicle parts and equipment other than tires(1)(3)		-0.8	-2.5	-1.0	3.6	-2.5
Motor oil, coolant, and fluids(1)(3)		-3.3	0.4	-0.5	1.3	0.4
Medical care commodities(1)	1.475	4.7	-0.1	0.4	0.5	-0.1
Medicinal drugs(1)(8)	1.361	4.8	-0.2	0.6	0.5	-0.2
Prescription drugs(1)	0.947	3.3	-0.4	0.8	0.5	-0.4
Nonprescription drugs(1)(8)	0.414	8.3	0.1	0.1	0.4	0.1
Medical equipment and supplies(1)(8)	0.114	4.1	1.2	-1.7	0.5	1.2
Recreation commodities(8)	2.202	-1.2	-0.7	0.1	-0.6	-0.5
Video and audio products(8)	0.262	-6.5	-2.1	0.5	-1.9	-1.3
Televisions	0.125	-10.3	-1.5	0.7	-1.6	0.1
Other video equipment(2)	0.015	-2.8	-1.5	-0.6	-1.4	-0.4
Audio equipment(1)	0.053	-6.4	-4.9	0.6	-1.6	-4.9
Recorded music and music subscriptions(1)(2)	0.059	0.2	-1.5	0.5	-3.0	-1.5
Pets and pet products(1)	0.663	3.1	0.5	0.0	-0.3	0.5
Pet food(1)(2)(3)		5.1	-0.1	0.1	0.0	-0.1
Purchase of pets, pet supplies, accessories(1)(2)(3)		0.1	1.4	0.1	-0.5	1.4
Sporting goods(1)	0.728	-2.5	-1.2	0.4	-0.6	-1.2
Sports vehicles including bicycles(1)	0.419	-2.6	-1.3	0.5	-0.9	-1.3
Sports equipment(1)	0.301	-2.4	-0.9	0.3	-0.1	-0.9
Photographic equipment and supplies	0.022	6.4	-1.9	6.8	1.3	-0.1
Photographic equipment(2)(3)		6.4	-2.3	7.0	1.3	-0.4
Recreational reading materials(1)	0.111	0.4	-0.4	0.7	-0.3	-0.4
Newspapers and magazines(1)(2)	0.060	1.6	0.4	1.8	-0.3	0.4
Recreational books(1)(2)	0.051	-1.1	-1.5	-0.5	-0.3	-1.5
Other recreational goods(2)	0.416	-2.8	-0.7	-0.8	-0.5	-0.5
Toys	0.328	-4.5	-0.9	-0.9	-0.4	-0.7
Toys, games, hobbies and playground equipment(2)(3)		-4.5	-0.3	-1.0	-0.2	-0.6
Sewing machines, fabric and supplies(1)(2)	0.024	10.6	3.2	-1.4	-0.9	3.2
Music instruments and accessories(1)(2)	0.052	3.9	-1.2	-0.1	-1.3	-1.2
Education and communication commodities(8)	0.838	-7.2	-0.2	-1.3	-2.6	-0.2
Educational books and supplies(1)	0.091	-3.6	1.5	-0.6	-1.5	1.5
College textbooks(1)(3)(11)		-4.9	1.4	-0.3	-1.4	1.4
Information technology commodities(8)	0.747	-7.6	-0.4	-1.4	-2.7	-0.4
Computers, peripherals, and smart home assistants(1)(4)	0.351	-3.6	-1.3	-0.8	-1.6	-1.3

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Computer software and accessories(1)(2)	0.021	-9.9	-2.8	-1.3	-1.8	-2.8
Telephone hardware, calculators, and other consumer information items(1)(2)	0.375	-10.9	0.6	-1.9	-3.7	0.6
Smartphones(1)(3)(12)		-14.4	0.3	-2.1	-3.7	0.3
Alcoholic beverages	0.837	2.5	0.0	0.2	-0.1	0.3
Alcoholic beverages at home	0.502	1.2	-0.1	0.2	-0.4	0.4
Beer, ale, and other malt beverages at home	0.194	1.9	0.1	0.7	-0.7	0.3
Distilled spirits at home(1)	0.086	0.8	-0.5	-0.4	-0.1	-0.5
Whiskey at home(1)(3)		1.1	-0.8	-1.0	-0.1	-0.8
Distilled spirits, excluding whiskey, at home(1)(3)		0.7	-0.2	0.0	0.1	-0.2
Wine at home(1)	0.223	0.7	-0.1	0.0	-0.7	-0.1
Alcoholic beverages away from home(1)	0.335	4.6	0.2	0.2	0.1	0.2
Beer, ale, and other malt beverages away from home(1)(2)(3)		4.8	0.0	0.2	0.0	0.0
Wine away from home(1)(2)(3)		4.5	-0.1	-0.1	0.3	-0.1
Distilled spirits away from home(1)(2)(3)		5.2	0.4	0.3	0.1	0.4
Other goods(8)	1.263	4.6	-0.6	1.1	0.1	-0.6
Tobacco and smoking products(1)	0.515	7.8	-0.1	1.9	1.1	-0.1
Cigarettes(1)(2)	0.428	7.8	-0.3	1.9	1.1	-0.3
Tobacco products other than cigarettes(1)(2)	0.080	7.8	1.1	1.6	1.5	1.1
Personal care products(1)	0.605	3.3	-1.1	0.4	-0.6	-1.1
Hair, dental, shaving, and miscellaneous personal care products(1)(2)	0.320	5.1	0.0	0.1	-0.3	0.0
Cosmetics, perfume, bath, nail preparations and implements(1)	0.273	1.2	-2.3	0.7	-0.9	-2.3
Miscellaneous personal goods(1)(2)	0.143	-0.9	-0.4	1.2	-0.6	-0.4
Stationery, stationery supplies, gift wrap(3)		-0.1	0.3	3.5	-0.7	0.1
Services less energy services	59.055	5.3	0.3	0.3	0.5	0.4
Shelter	35.170	6.2	0.4	0.3	0.4	0.5
Rent of shelter(13)	34.795	6.2	0.4	0.3	0.5	0.4
Rent of primary residence	7.714	6.5	0.4	0.5	0.5	0.4
Lodging away from home(2)	1.063	0.2	-1.1	-2.5	-0.9	0.4
Housing at school, excluding board(13)	0.163	3.9	0.2	0.1	0.3	0.3
Other lodging away from home including hotels and motels	0.900	-0.5	-1.3	-2.9	-1.1	0.4
Owners' equivalent rent of residences(13)	26.018	6.3	0.5	0.4	0.5	0.5
Owners' equivalent rent of primary residence(13)	24.598	6.3	0.4	0.4	0.5	0.5
Tenants' and household insurance(1)(2)	0.375	3.6	0.3	0.4	0.5	0.3
Water and sewer and trash collection services(2)	1.073	5.2	0.1	0.3	0.3	0.1
Water and sewerage maintenance	0.765	4.7	0.1	0.3	0.2	0.1
Garbage and trash collection(1)(10)	0.308	6.5	0.1	0.1	0.7	0.1

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Expenditure category	Relative importance Nov. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Household operations(1)(2)						
Domestic services(1)(2)						
Gardening and lawncare services(1)(2)				-0.1	0.9	
Moving, storage, freight expense(1)(2)	0.101	-3.4	-2.0	-3.1	0.0	-2.0
Repair of household items(1)(2)						
Medical care services	6.374	-0.5	0.4	0.3	0.6	0.7
Professional services	3.529	1.4	0.3	-0.3	0.5	0.3
Physicians' services(1)	1.777	-0.6	0.2	-1.0	0.6	0.2
Dental services	0.925	5.0	0.6	0.5	0.5	0.8
Eyeglasses and eye care(1)(6)	0.312	2.4	-0.2	0.2	-0.2	-0.2
Services by other medical professionals(1)(6)	0.514	1.4	0.0	0.0	0.0	0.0
Hospital and related services(1)	2.308	5.6	0.5	1.0	0.1	0.5
Hospital services(1)(14)	1.968	5.5	0.5	1.1	0.1	0.5
Inpatient hospital services(1)(3)(14)		4.9	0.5	0.9	0.1	0.5
Outpatient hospital services(1)(3)(6)		6.7	0.8	0.6	0.1	0.8
Nursing homes and adult day services(14)	0.189	4.9	0.0	0.6	0.3	0.2
Care of invalids and elderly at home(1)(5)	0.151	6.7	0.4	0.5	-0.4	0.4
Health insurance(1)(5)	0.537	-27.1	1.1	1.1	1.1	1.1
Transportation services	6.127	9.7	-0.5	0.8	1.1	0.1
Leased cars and trucks(1)(11)						
Car and truck rental(2)	0.113	-12.1	-4.8	-1.5	-2.2	-0.7
Motor vehicle maintenance and repair(1)	1.145	7.1	-0.3	0.2	0.3	-0.3
Motor vehicle body work(1)	0.057	4.1	1.0	-0.7	-0.1	1.0
Motor vehicle maintenance and servicing(1)	0.587	5.0	-0.5	0.3	0.5	-0.5
Motor vehicle repair(1)(2)	0.442	10.3	-0.1	0.1	0.0	-0.1
Motor vehicle insurance	2.874	20.3	1.6	1.9	1.0	1.5
Motor vehicle fees(1)(2)	0.488	2.7	0.6	0.7	-1.1	0.6
State motor vehicle registration and license fees(1)(2)	0.274	2.2	0.3	0.0	0.0	0.3
Parking and other fees(1)(2)	0.193	3.3	1.1	1.6	-2.6	1.1
Parking fees and tolls(2)(3)		3.9	-0.9	0.6	-0.7	-1.0
Public transportation	0.736	-6.9	-4.1	0.0	1.0	0.7
Airline fares	0.543	-9.4	-5.4	-0.9	-0.4	1.0
Other intercity transportation	0.047	-3.0	-2.2	-0.7	-1.8	-2.3
Ship fare(1)(2)(3)		6.2	-0.6	-0.8	-1.6	-0.6
Intracity transportation(1)	0.142	1.5	0.4	0.2	-0.2	0.4
Intracity mass transit(1)(3)(8)		2.5	-0.3	0.4	0.0	-0.3
Recreation services(8)	3.125	5.6	1.1	0.1	0.1	1.1
Video and audio services(8)	0.994	5.3	0.6	-0.3	-0.2	0.7

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Cable, satellite, and live streaming television service(10)	0.878	5.6	0.6	-0.3	-0.1	0.7
Purchase, subscription, and rental of video(1)(2)	0.116	3.1	0.4	-0.5	-0.8	0.4
Video discs and other media(1)(2)(3)		9.6	0.8	-2.0	-2.2	0.8
Subscription and rental of video and video games(1)(2)(3)		2.0	0.4	-0.1	1.1	0.4
Pet services including veterinary(2)	0.552	7.6	0.9	0.6	-0.1	0.8
Pet services(1)(2)(3)		0.7	0.0	-0.4	-2.1	0.0
Veterinarian services(2)(3)		10.8	1.2	0.6	1.3	1.2
Photographers and photo processing(1)(2)	0.039	6.2	0.1	0.0	0.1	0.1
Other recreation services(2)	1.537	5.2	1.6	0.2	0.3	1.6
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees(1)(2)	0.663	2.9	1.5	-0.7	0.2	1.5
Admissions(1)	0.453	8.4	1.4	1.2	0.9	1.4
Admission to movies, theaters, and concerts(1)(2)(3)		5.7	1.0	0.0	1.5	1.0
Admission to sporting events(1)(2)(3)		14.9	3.2	3.6	0.0	3.2
Fees for lessons or instructions(1)(6)	0.187	6.6	1.8	0.9	-0.4	1.8
Education and communication services(8)	4.805	1.3	0.1	0.0	0.1	0.2
Tuition, other school fees, and childcare	2.157	2.7	0.1	0.0	0.1	0.2
College tuition and fees	1.171	1.2	0.0	-0.2	0.0	0.2
Elementary and high school tuition and fees	0.312	4.9	0.0	0.4	0.0	0.3
Day care and preschool(9)	0.574	4.5	0.2	0.1	0.3	0.4
Technical and business school tuition and fees(1)(2)	0.026	2.0	0.1	0.6	0.2	0.1
Postage and delivery services(2)	0.072	0.7	-0.1	-0.9	-0.6	0.4
Postage	0.061	-0.1	0.0	-1.3	-0.9	0.6
Delivery services(2)	0.011	5.1	-1.0	1.0	1.0	-0.7
Telephone services(1)(2)	1.598	-1.9	0.1	0.1	0.0	0.1
Wireless telephone services(1)(2)	1.356	-3.0	0.0	0.0	0.0	0.0
Residential telephone services(1)(8)	0.243	4.8	0.8	0.9	0.0	0.8
Internet services and electronic information providers(1)(2)	0.971	3.7	0.1	-0.1	0.2	0.1
Other personal services(1)(8)	1.474	6.4	0.1	0.3	0.3	0.1
Personal care services(1)	0.608	3.7	0.1	0.4	0.3	0.1
Haircuts and other personal care services(1)(2)	0.608	3.7	0.1	0.4	0.3	0.1
Miscellaneous personal services(1)	0.866	8.3	0.1	0.1	0.3	0.1
Legal services(1)(6)						
Funeral expenses(1)(6)	0.170	4.7	0.5	0.2	0.7	0.5
Laundry and dry cleaning services(1)(2)	0.144	5.2	0.4	0.3	0.7	0.4
Apparel services other than laundry and dry cleaning(1)(2)	0.027	4.8	0.1	-0.7	0.6	0.1
Financial services(1)(6)	0.183	8.4	-0.2	0.3	-0.1	-0.2
Checking account and other bank services(1)(2)(3)		4.5	0.8	0.0	0.0	0.8

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		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Tax return preparation and other accounting fees(1)(2)(3)					-0.1	
Footnotes (1)_Not seasonally adjusted. (2)_Indexes on a December 1997=100 base. (3)_Special index based on a substantially smaller sample. (4)_Indexes on a December 2007=100 base. (5)_Indexes on a December 2005=100 base. (6)_Indexes on a December 1986=100 base. (7)_Indexes on a December 1993=100 base. (8)_Indexes on a December 2009=100 base. (9)_Indexes on a December 1990=100 base. (10)_Indexes on a December 1983=100 base. (11)_Indexes on a December 2001=100 base. (12)_Indexes on a December 2019=100 base. (13)_Indexes on a December 1982=100 base. (14)_Indexes on a December 1996=100 base.						

Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes, December 2023
[1982-84=100, unless otherwise noted]

Special aggregate indexes	Relative importance Nov. 2023	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022	Nov. 2023	Dec. 2023	Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
All items less food	86.576	293.722	304.249	303.866	3.5	-0.1	0.0	0.1	0.3
All items less shelter	64.830	272.711	278.876	277.848	1.9	-0.4	-0.1	-0.1	0.2
All items less food and shelter	51.406	261.854	267.522	266.227	1.7	-0.5	-0.2	-0.2	0.2
All items less food, shelter, and energy	44.666	263.147	269.409	269.032	2.2	-0.1	0.1	0.2	0.2
All items less food, shelter, energy, and used cars and trucks	42.122	266.999	273.983	273.566	2.5	-0.2	0.2	0.1	0.2
All items less medical care	92.151	284.562	295.225	294.829	3.6	-0.1	0.0	0.1	0.3
All items less energy	93.259	301.705	312.732	313.024	3.8	0.1	0.2	0.3	0.3
Commodities	37.678	218.607	222.008	220.324	0.8	-0.8	-0.4	-0.7	0.1
Commodities less food, energy, and used cars and trucks	18.237	161.642	163.154	162.267	0.4	-0.5	0.0	-0.6	-0.1
Commodities less food	24.254	176.740	178.456	176.282	-0.3	-1.2	-0.8	-1.1	0.0
Commodities less food and beverages	23.417	173.135	174.724	172.516	-0.4	-1.3	-0.9	-1.2	0.0
Services	62.322	373.549	390.873	392.042	5.0	0.3	0.3	0.5	0.5
Services less rent of shelter(1)	27.528	391.440	404.184	404.884	3.4	0.2	0.3	0.6	0.6
Services less medical care services	55.948	356.168	375.071	376.145	5.6	0.3	0.4	0.5	0.4
Durables	12.121	125.624	124.570	124.061	-1.2	-0.4	-0.5	-0.4	-0.5
Nondurables	25.557	266.405	273.685	271.155	1.8	-0.9	-0.7	-0.9	0.3
Nondurables less food	12.133	224.406	230.793	226.113	0.8	-2.0	-1.4	-1.9	0.2
Nondurables less food and beverages	11.296	220.948	227.296	222.337	0.6	-2.2	-1.6	-2.0	0.3
Nondurables less food, beverages, and apparel	8.832	285.747	294.004	287.273	0.5	-2.3	-2.0	-2.2	0.2
Nondurables less food and apparel	9.669	283.802	291.903	285.811	0.7	-2.1	-1.8	-2.0	0.2
Housing	44.837	310.725	324.735	325.640	4.8	0.3	0.3	0.4	0.4
Education and communication(2)	5.643	144.922	144.743	144.806	-0.1	0.0	-0.2	-0.3	0.1
Education(2)	2.248	287.177	293.674	294.040	2.4	0.1	0.0	0.0	0.3
Communication(2)	3.395	75.452	74.213	74.205	-1.7	0.0	-0.3	-0.6	0.0
Information and information processing(2)	3.323	71.091	69.887	69.882	-1.7	0.0	-0.3	-0.6	0.0
Footnotes (1)_Indexes on a December 1982=100 base. (2)_Indexes on a December 1997=100 base. (3)_Indexes on a December 1988=100 base.									

Special aggregate indexes	Relative importance Nov. 2023	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022	Nov. 2023	Dec. 2023	Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Information technology, hardware and services(3)	1.725	7.083	6.981	6.973	-1.6	-0.1	-0.7	-1.1	-0.1
Recreation(2)	5.327	133.172	136.292	136.811	2.7	0.4	0.1	-0.2	0.4
Video and audio(2)	1.256	112.507	115.469	115.495	2.7	0.0	-0.1	-0.6	0.2
Pets, pet products and services(2)	1.216	209.069	218.164	219.648	5.1	0.7	0.3	-0.2	0.6
Photography(2)	0.063	82.174	87.842	87.336	6.3	-0.6	2.2	0.5	0.1
Food and beverages	14.261	314.459	322.703	322.933	2.7	0.1	0.3	0.2	0.2
Domestically produced farm food	7.156	309.885	313.939	313.710	1.2	-0.1	0.3	-0.5	-0.1
Other services	9.404	395.485	407.515	409.266	3.5	0.4	0.1	0.1	0.5
Apparel less footwear	1.963	116.146	119.489	117.348	1.0	-1.8	0.2	-1.5	0.2
Fuels and utilities	4.531	307.348	306.379	306.768	-0.2	0.1	0.2	1.2	0.6
Household energy	3.457	261.904	256.961	257.327	-1.7	0.1	0.2	1.5	0.7
Medical care	7.849	551.002	551.769	553.485	0.5	0.3	0.3	0.6	0.6
Transportation	16.883	255.993	267.035	263.375	2.9	-1.4	-0.9	-0.6	0.2
Private transportation	16.147	254.846	266.755	263.427	3.4	-1.2	-1.0	-0.7	0.2
New and used motor vehicles(2)	7.889	125.674	126.890	125.975	0.2	-0.7	-0.4	0.9	-0.2
Utilities and public transportation	7.554	254.138	253.803	253.458	-0.3	-0.1	0.3	0.7	0.4
Household furnishings and operations	5.136	145.972	147.190	146.600	0.4	-0.4	-0.1	-0.4	-0.4
Other goods and services	2.737	518.088	547.960	546.784	5.5	-0.2	0.6	0.2	-0.2
Personal care	2.222	263.813	277.785	277.089	5.0	-0.3	0.4	0.0	-0.3
Footnotes									
(1)Indexes on a December 1982=100 base.									
(2)Indexes on a December 1997=100 base.									
(3)Indexes on a December 1988=100 base.									

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, December 2023
[1982-84=100, unless otherwise noted]

Area	Pricing Schedule(1)	Percent change to Dec. 2023 from:			Percent change to Nov. 2023 from:		
		Dec. 2022	Oct. 2023	Nov. 2023	Nov. 2022	Sep. 2023	Oct. 2023
U.S. city average	M	3.4	-0.3	-0.1	3.1	-0.2	-0.2
Region and area size(2)							
Northeast	M	2.6	0.0	0.0	2.5	0.0	0.0
Northeast - Size Class A	M	3.1	0.0	0.1	3.0	-0.1	-0.1
Northeast - Size Class B/C(3)	M	1.9	-0.1	-0.2	2.0	0.1	0.1
New England(4)	M	2.3	0.2	-0.1	2.0	0.5	0.4
Middle Atlantic(4)	M	2.7	-0.1	0.0	2.8	-0.2	-0.1
Midwest	M	3.2	-0.4	-0.2	2.9	-0.3	-0.2
Midwest - Size Class A	M	3.3	-0.3	-0.1	2.9	-0.3	-0.3
Midwest - Size Class B/C(3)	M	3.1	-0.4	-0.3	2.9	-0.2	-0.1
Footnotes							
(1)Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.							
(2)Regions defined as the four Census regions.							
(3)Indexes on a December 1996=100 base.							
(4)Indexes on a December 2017=100 base.							
(5)Indexes on a December 1986=100 base.							
(6)1998 - 2017 indexes based on substantially smaller sample.							
(7)Indexes on a December 2001=100 base.							
(8)Indexes on a 1987=100 base.							
NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.							

Area	Pricing Schedule(1)	Percent change to Dec. 2023 from:			Percent change to Nov. 2023 from:		
		Dec. 2022	Oct. 2023	Nov. 2023	Nov. 2022	Sep. 2023	Oct. 2023
East North Central(4)	M	3.1	-0.2	-0.1	2.6	-0.2	-0.1
West North Central(4)	M	3.3	-0.7	-0.4	3.6	-0.4	-0.3
South	M	3.7	-0.2	-0.1	3.4	-0.2	-0.2
South - Size Class A	M	4.2	0.1	0.0	3.9	-0.1	0.0
South - Size Class B/C(3)	M	3.4	-0.4	-0.1	3.2	-0.3	-0.2
South Atlantic(4)	M	3.7	-0.2	0.0	3.4	-0.2	-0.1
East South Central(4)	M	3.7	-0.6	-0.3	4.0	-0.4	-0.3
West South Central(4)	M	3.6	-0.1	0.0	3.2	-0.2	-0.1
West	M	3.6	-0.5	-0.1	3.3	-0.4	-0.4
West - Size Class A	M	3.7	-0.5	-0.1	3.4	-0.3	-0.4
West - Size Class B/C(3)	M	3.5	-0.6	-0.2	3.1	-0.4	-0.5
Mountain(4)	M	3.0	-0.6	-0.1	2.9	-0.5	-0.6
Pacific(4)	M	3.8	-0.5	-0.1	3.5	-0.3	-0.4
Size classes							
Size Class A(5)	M	3.6	-0.2	0.0	3.4	-0.2	-0.2
Size Class B/C(3)	M	3.1	-0.4	-0.2	3.0	-0.3	-0.2
Selected local areas							
Chicago-Naperville-Elgin, IL-IN-WI	M	3.3	-0.5	0.0	2.5	-0.2	-0.5
Los Angeles-Long Beach-Anaheim, CA	M	3.5	-0.3	0.0	2.8	-0.5	-0.4
New York-Newark-Jersey City, NY-NJ-PA	M	2.9	-0.2	0.1	3.0	-0.3	-0.2
Atlanta-Sandy Springs-Roswell, GA	2	3.6	-0.1				
Baltimore-Columbia-Towson, MD(6)	2	2.1	-0.3				
Detroit-Warren-Dearborn, MI	2	4.5	0.0				
Houston-The Woodlands-Sugar Land, TX	2	4.5	-0.1				
Miami-Fort Lauderdale-West Palm Beach, FL	2	5.7	-0.2				
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	2	3.9	0.0				
Phoenix-Mesa-Scottsdale, AZ(7)	2	2.7	-0.9				
San Francisco-Oakland-Hayward, CA	2	2.6	-0.4				
Seattle-Tacoma-Bellevue, WA	2	4.4	-0.3				
St. Louis, MO-IL	2	2.8	-0.2				
Urban Alaska	2	1.8	-1.1				
Boston-Cambridge-Newton, MA-NH	1				2.4	0.4	
Dallas-Fort Worth-Arlington, TX	1				5.2	0.9	
Denver-Aurora-Lakewood, CO	1				4.5	-0.3	
Minneapolis-St.Paul-Bloomington, MN-WI	1				2.8	-0.4	
Riverside-San Bernardino-Ontario, CA(4)	1				4.3	0.0	
San Diego-Carlsbad, CA	1				5.2	-0.2	
Tampa-St. Petersburg-Clearwater, FL(8)	1				5.2	-0.4	

Footnotes

- (1)Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.
- (2)Regions defined as the four Census regions.
- (3)Indexes on a December 1996=100 base.
- (4)Indexes on a December 2017=100 base.
- (5)Indexes on a December 1986=100 base.
- (6)1998 - 2017 indexes based on substantially smaller sample.
- (7)Indexes on a December 2001=100 base.
- (8)Indexes on a 1987=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

Area	Pricing Schedule ⁽¹⁾	Percent change to Dec. 2023 from:			Percent change to Nov. 2023 from:		
		Dec. 2022	Oct. 2023	Nov. 2023	Nov. 2022	Sep. 2023	Oct. 2023
Urban Hawaii	1				3.6	0.8	
Washington-Arlington-Alexandria, DC-VA-MD-WV ⁽⁶⁾	1				2.8	-0.3	
Footnotes ⁽¹⁾ Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December. ⁽²⁾ Regions defined as the four Census regions. ⁽³⁾ Indexes on a December 1996=100 base. ⁽⁴⁾ Indexes on a December 2017=100 base. ⁽⁵⁾ Indexes on a December 1986=100 base. ⁽⁶⁾ 1998 - 2017 indexes based on substantially smaller sample. ⁽⁷⁾ Indexes on a December 2001=100 base. ⁽⁸⁾ Indexes on a 1987=100 base. NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.							

Table 5. Chained Consumer Price Index for All Urban Consumers (C-CPI-U) and the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items index, December 2023
[Percent changes]

Month Year	Unadjusted 1-month percent change		Unadjusted 12-month percent change	
	C-CPI-U ⁽¹⁾	CPI-U	C-CPI-U ⁽¹⁾	CPI-U
December 2010			1.3	1.5
December 2011			2.9	3.0
December 2012			1.5	1.7
December 2013			1.3	1.5
December 2014			0.5	0.8
December 2015			0.4	0.7
December 2016			1.8	2.1
December 2017			1.7	2.1
December 2018			1.5	1.9
December 2019			1.8	2.3
December 2020			1.5	1.4
January 2021	0.5	0.4	1.6	1.4
February 2021	0.5	0.5	1.8	1.7
March 2021	0.6	0.7	2.6	2.6
April 2021	0.8	0.8	4.0	4.2
May 2021	0.7	0.8	4.9	5.0
June 2021	0.8	0.9	5.1	5.4
July 2021	0.5	0.5	5.0	5.4
August 2021	0.1	0.2	4.8	5.3
September 2021	0.3	0.3	5.0	5.4
October 2021	0.7	0.8	5.8	6.2
November 2021	0.4	0.5	6.4	6.8
December 2021	0.2	0.3	6.5	7.0
January 2022	0.8	0.8	6.8	7.5
February 2022	0.9	0.9	7.3	7.9
March 2022	1.4	1.3	8.1	8.5
Footnotes ⁽¹⁾ The C-CPI-U is designed to be a closer approximation to a cost-of-living index in that it, in its final form, accounts for any substitution that consumers make across item categories in response to changes in relative prices. Since the expenditure data required for the calculation of the C-CPI-U are available only with a time lag, the C-CPI-U is issued first in preliminary form using the latest available expenditure data at that time and is subject to four revisions. Indexes are issued as initial estimates. Indexes are revised each quarter with the publication of January, April, July, and October data as updated expenditure estimates become available. The C-CPI-U indexes are updated quarterly until they become final. January-March indexes are final in January of the following year; April-June indexes are final in April of the following year; July-September indexes are final in July of the following year; October-December indexes are final in October of the following year.				

Month Year	Unadjusted 1-month percent change		Unadjusted 12-month percent change	
	C-CPI-U(1)	CPI-U	C-CPI-U(1)	CPI-U
April 2022	0.6	0.6	7.9	8.3
May 2022	1.1	1.1	8.3	8.6
June 2022	1.2	1.4	8.7	9.1
July 2022	0.0	0.0	8.1	8.5
August 2022	-0.1	0.0	7.9	8.3
September 2022	0.3	0.2	7.9	8.2
October 2022	0.5	0.4	7.6	7.7
November 2022	-0.1	-0.1	7.0	7.1
December 2022	-0.3	-0.3	6.4	6.5
January 2023	0.8	0.8	6.4	6.4
February 2023	0.6	0.6	6.0	6.0
March 2023	0.3	0.3	4.9	5.0
April 2023	0.5	0.5	4.8	4.9
May 2023	0.2	0.3	3.9	4.0
June 2023	0.3	0.3	3.0	3.0
July 2023	0.2	0.2	3.2	3.2
August 2023	0.4	0.4	3.7	3.7
September 2023	0.2	0.2	3.7	3.7
October 2023	0.0	0.0	3.1	3.2
November 2023	-0.2	-0.2	3.0	3.1
December 2023	-0.1	-0.1	3.2	3.4
Footnotes				
(1) The C-CPI-U is designed to be a closer approximation to a cost-of-living index in that it, in its final form, accounts for any substitution that consumers make across item categories in response to changes in relative prices. Since the expenditure data required for the calculation of the C-CPI-U are available only with a time lag, the C-CPI-U is issued first in preliminary form using the latest available expenditure data at that time and is subject to four revisions.				
Indexes are issued as initial estimates. Indexes are revised each quarter with the publication of January, April, July, and October data as updated expenditure estimates become available. The C-CPI-U indexes are updated quarterly until they become final. January-March indexes are final in January of the following year; April-June indexes are final in April of the following year; July-September indexes are final in July of the following year; October-December indexes are final in October of the following year.				

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2023, 1-month analysis table
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2023	One Month				
		Seasonally adjusted percent change Nov. 2023-Dec. 2023	Seasonally adjusted effect on All Items Nov. 2023-Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) seasonally adjusted change since:(3)	
					Date	Percent change
All items	100.000	0.3		0.04	L-Sep. 2023	0.4
Food	13.424	0.2	0.028	0.09	-	-
Food at home	8.553	0.1	0.012	0.13	-	-
Cereals and bakery products	1.162	-0.3	-0.003	0.28	S-Sep. 2023	-0.4
Cereals and cereal products	0.359	-1.5	-0.005	0.45	S-Oct. 2018	-1.8
Flour and prepared flour mixes	0.060	0.0	0.000	0.99	S-Aug. 2023	-0.9
Breakfast cereal(4)	0.146	-2.4	-0.004	0.86	S-Jan. 2007	-2.4
Rice, pasta, cornmeal	0.153	-0.1	0.000	0.59	L-Sep. 2023	0.5
Rice(4)(5)(6)		0.1		0.80	S-Oct. 2023	-0.9
Bakery products(4)	0.803	-0.4	-0.003	0.37	S-Jan. 2021	-0.4
Bread(4)(5)	0.226	-0.3	-0.001	0.56	L-Oct. 2023	1.0
White bread(4)(6)		0.2		0.85	L-Oct. 2023	1.0
Bread other than white(4)(6)		-1.0		0.78	S-Aug. 2023	-1.2
Fresh biscuits, rolls, muffins(5)	0.121	-1.4	-0.002	0.87	S-Aug. 2021	-1.7
Cakes, cupcakes, and cookies(4)	0.205	-0.2	0.000	0.66	S-Oct. 2023	-1.0
Cookies(4)(6)		0.1		0.89	S-Oct. 2023	-1.1
Fresh cakes and cupcakes(4)(6)		-0.4		1.29	S-Sep. 2023	-1.0

Expenditure category	Relative importance Nov. 2023	One Month				
		Seasonally adjusted percent change Nov. 2023- Dec. 2023	Seasonally adjusted effect on All Items Nov. 2023- Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) seasonally adjusted change since:(3)	
					Date	Percent change
Other bakery products	0.251	0.4	0.001	0.79	S-Sep. 2023	-0.4
Fresh sweetrolls, coffeecakes, doughnuts(4)(6)		0.2		0.99	-	-
Crackers, bread, and cracker products(6)		0.1		1.05	S-Jul. 2023	-1.3
Frozen and refrigerated bakery products, pies, tarts, turnovers(6)		0.2		1.31	S-Sep. 2023	-2.4
Meats, poultry, fish, and eggs	1.782	0.5	0.010	0.27	L-Oct. 2023	0.7
Meats, poultry, and fish	1.670	0.0	0.000	0.28	L-Oct. 2023	0.7
Meats	1.044	0.2	0.002	0.34	L-Oct. 2023	1.0
Beef and veal	0.460	0.2	0.001	0.54	L-Oct. 2023	1.2
Uncooked ground beef(4)	0.164	-0.7	-0.001	0.67	L-Oct. 2023	1.5
Uncooked beef roasts(5)	0.061	-1.7	-0.001	1.57	S-Jun. 2023	-2.9
Uncooked beef steaks(5)	0.189	2.4	0.005	0.83	L-Aug. 2023	2.4
Uncooked other beef and veal(4)(5)	0.045	-1.1	-0.001	0.91	S-Feb. 2023	-1.2
Pork	0.331	0.3	0.001	0.56	L-Oct. 2023	1.3
Bacon, breakfast sausage, and related products(5)	0.142	-0.2	0.000	0.80	L-Oct. 2023	1.3
Bacon and related products(6)		0.3		0.98	L-Oct. 2023	1.8
Breakfast sausage and related products(5)(6)		-1.5		1.08	S-Apr. 2023	-1.8
Ham	0.066	2.6	0.002	1.28	L-Feb. 2023	3.3
Ham, excluding canned(6)		2.9		1.75	L-Feb. 2023	3.9
Pork chops(4)	0.045	-0.9	0.000	1.25	L-Oct. 2023	3.5
Other pork including roasts, steaks, and ribs(5)	0.079	0.2	0.000	1.18	L-Oct. 2023	1.5
Other meats	0.253	-0.1	0.000	0.54	S-Aug. 2023	-0.9
Frankfurters(6)		0.3		1.63	S-Aug. 2023	-3.1
Lunchmeats(4)(5)(6)		0.2		0.57	L-Oct. 2023	1.3
Poultry(4)	0.346	-0.4	-0.001	0.60	L-Oct. 2023	0.3
Chicken(4)(5)	0.276	0.1	0.000	0.71	L-Oct. 2023	0.3
Fresh whole chicken(4)(6)		-0.4		0.98	S-Sep. 2023	-1.1
Fresh and frozen chicken parts(4)(6)		0.5		0.87	L-Sep. 2023	0.6
Other uncooked poultry including turkey(5)	0.070	-1.7	-0.001	1.16	S-May 2023	-2.0
Fish and seafood	0.279	-0.3	-0.001	0.62	S-Sep. 2023	-1.2
Fresh fish and seafood(4)(5)	0.134	-1.0	-0.001	0.84	S-Sep. 2023	-1.3
Processed fish and seafood(5)	0.145	-0.1	0.000	0.89	S-Oct. 2023	-0.4
Shelf stable fish and seafood(6)		1.1		1.31	S-Oct. 2023	-1.0
Frozen fish and seafood(6)		-0.9		1.04	S-Oct. 2023	-1.1
Eggs(4)	0.113	8.9	0.010	0.83	L-Dec. 2022	11.1
Dairy and related products	0.780	0.3	0.002	0.32	L-Oct. 2023	0.3
Milk(5)	0.192	0.5	0.001	0.47	L-Oct. 2023	1.0
Fresh whole milk(6)		0.8		0.62	L-Oct. 2023	1.6
Fresh milk other than whole(5)(6)		0.4		0.51	L-Oct. 2023	0.7
Cheese and related products(4)	0.237	-0.2	0.000	0.53	L-Oct. 2023	0.5
Ice cream and related products	0.121	1.0	0.001	0.86	L-Jul. 2023	1.5

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					Date	Percent change
Other dairy and related products(5)	0.229	-0.1	0.000	0.69	L-Oct. 2023	0.4
Fruits and vegetables	1.468	-0.1	-0.002	0.38	S-Aug. 2023	-0.2
Fresh fruits and vegetables	1.096	-0.5	-0.005	0.46	S-Mar. 2023	-1.7
Fresh fruits	0.593	0.3	0.002	0.65	S-Sep. 2023	-0.1
Apples	0.075	0.2	0.000	1.14	S-Oct. 2023	-7.9
Bananas(4)	0.088	0.0	0.000	0.60	L-Aug. 2023	0.0
Citrus fruits(5)	0.179	0.7	0.001	1.19	S-Aug. 2023	-0.5
Oranges, including tangerines(6)		0.7		1.53	S-Aug. 2023	-0.4
Other fresh fruits(5)	0.251	1.6	0.004	1.15	L-Oct. 2023	3.4
Fresh vegetables	0.503	-1.3	-0.007	0.47	S-Oct. 2023	-1.3
Potatoes	0.082	-2.8	-0.003	0.97	S-Jan. 2023	-2.9
Lettuce	0.071	-4.0	-0.003	1.22	S-Mar. 2023	-5.7
Tomatoes	0.082	0.1	0.000	1.08	S-Oct. 2023	-1.7
Other fresh vegetables	0.268	0.0	0.000	0.65	L-Aug. 2023	0.0
Processed fruits and vegetables(5)	0.372	0.9	0.004	0.45	L-Oct. 2023	1.0
Canned fruits and vegetables(5)	0.190	1.4	0.003	0.73	L-Jul. 2023	1.5
Canned fruits(5)(6)		0.9		0.82	L-Sep. 2023	2.9
Canned vegetables(5)(6)		0.6		0.83	L-Oct. 2023	1.7
Frozen fruits and vegetables(5)	0.108	0.5	0.001	0.72	L-Sep. 2023	0.6
Frozen vegetables(6)		0.9		0.99	L-Jul. 2023	0.9
Other processed fruits and vegetables including dried(5)	0.073	0.2	0.000	0.70	L-Oct. 2023	1.5
Dried beans, peas, and lentils(4)(5)(6)		2.2		0.82	L-May 2023	2.3
Nonalcoholic beverages and beverage materials	1.030	0.2	0.002	0.40	S-Oct. 2023	-0.1
Juices and nonalcoholic drinks(5)	0.726	0.5	0.004	0.47	-	-
Carbonated drinks	0.304	0.6	0.002	0.84	S-Sep. 2023	-1.1
Frozen noncarbonated juices and drinks(4)(5)	0.009	1.4	0.000	0.97	L-Oct. 2023	2.0
Nonfrozen noncarbonated juices and drinks(5)	0.413	0.2	0.001	0.56	L-May 2023	1.7
Beverage materials including coffee and tea(5)	0.304	-0.8	-0.002	0.69	S-Aug. 2023	-0.9
Coffee	0.193	-1.1	-0.002	0.93	S-Apr. 2023	-1.4
Roasted coffee(6)		-1.0		1.09	S-Aug. 2023	-1.1
Instant coffee(4)(6)		-1.7		1.03	S-Mar. 2023	-2.4
Other beverage materials including tea(4)(5)	0.111	0.2	0.000	0.76	S-Oct. 2023	-1.5
Other food at home	2.331	0.1	0.003	0.23	L-Oct. 2023	0.3
Sugar and sweets(4)	0.306	0.2	0.001	0.49	L-Sep. 2023	0.3
Sugar and sugar substitutes	0.041	1.1	0.000	0.62	L-Oct. 2023	1.6
Candy and chewing gum(4)(5)	0.195	0.3	0.001	0.72	S-Oct. 2023	-0.7
Other sweets(5)	0.070	0.3	0.000	0.82	S-Oct. 2023	-0.4
Fats and oils	0.255	1.0	0.002	0.60	L-Oct. 2023	2.3
Butter and margarine(5)	0.081	0.1	0.000	1.08	S-Aug. 2023	-1.1
Butter(6)		0.3		1.34	S-Aug. 2023	-1.8
Margarine(4)(6)		0.3		1.88	L-Oct. 2023	0.5
Salad dressing(5)	0.060	0.1	0.000	1.21	L-Oct. 2023	1.7
Other fats and oils including peanut butter(5)	0.114	2.6	0.003	0.86	L-Dec. 2022	3.3

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Peanut butter(4)(5)(6)		2.6		0.92	L-Jul. 2022	3.5
Other foods	1.770	0.0	0.000	0.27	L-Oct. 2023	0.1
Soups	0.102	-0.2	0.000	1.22	S-Sep. 2023	-2.3
Frozen and freeze dried prepared foods	0.265	1.2	0.003	0.56	L-Mar. 2023	1.6
Snacks	0.372	0.2	0.001	0.62	L-Sep. 2023	1.5
Spices, seasonings, condiments, sauces	0.357	0.0	0.000	0.48	-	-
Salt and other seasonings and spices(5)(6)		-1.2		0.91	S-Apr. 2023	-1.7
Olives, pickles, relishes(4)(5)(6)		-0.1		1.19	S-Sep. 2023	-0.3
Sauces and gravies(5)(6)		0.3		0.76	S-Sep. 2023	0.0
Other condiments(6)		-0.4		1.27	L-Oct. 2023	0.1
Baby food and formula(4)(5)	0.040	-0.5	0.000	1.03	S-Jun. 2023	-1.3
Other miscellaneous foods(5)	0.636	-0.5	-0.003	0.60	S-Apr. 2021	-0.5
Prepared salads(6)(7)		0.3		1.16	L-Oct. 2023	0.8
Food away from home(4)	4.870	0.3	0.016	0.12	S-Aug. 2023	0.3
Full service meals and snacks(4)(5)	2.324	0.3	0.006	0.13	S-Oct. 2023	0.3
Limited service meals and snacks(4)(5)	2.272	0.4	0.010	0.15	-	-
Food at employee sites and schools(4)(5)	0.076	-0.1	0.000	1.84	S-Apr. 2023	-0.1
Food at elementary and secondary schools(4)(6)(8)		-0.1		0.80	S-May 2023	-0.3
Food from vending machines and mobile vendors(4)(5)	0.027	0.1	0.000	0.50	S-Jul. 2023	-0.3
Other food away from home(4)(5)	0.171	0.0	0.000	0.14	S-Oct. 2023	-0.9
Energy	6.741	0.4	0.028	0.20	L-Sep. 2023	1.5
Energy commodities	3.473	-0.1	-0.002	0.17	L-Sep. 2023	2.3
Fuel oil and other fuels	0.190	-3.3	-0.006	1.27	S-Oct. 2023	-3.4
Fuel oil(4)	0.131	-5.5	-0.007	1.80	S-May 2023	-7.7
Propane, kerosene, and firewood(9)	0.059	-0.4	0.000	0.66	S-Sep. 2023	-1.4
Motor fuel	3.283	0.1	0.004	0.17	L-Sep. 2023	2.2
Gasoline (all types)	3.194	0.2	0.006	0.17	L-Sep. 2023	2.1
Gasoline, unleaded regular(6)		0.2		0.73	L-Sep. 2023	1.7
Gasoline, unleaded midgrade(6)(10)		0.6		0.62	L-Sep. 2023	2.6
Gasoline, unleaded premium(6)		0.1		0.62	L-Sep. 2023	3.5
Other motor fuels(4)(5)	0.090	-6.1	-0.005	0.35	S-Dec. 2022	-8.5
Energy services	3.267	0.9	0.031	0.43	S-Oct. 2023	0.5
Electricity	2.522	1.3	0.033	0.40	S-Oct. 2023	0.3
Utility (piped) gas service	0.745	-0.4	-0.003	0.69	S-Sep. 2023	-1.9
All items less food and energy	79.836	0.3	0.246	0.04	-	-
Commodities less food and energy commodities	20.781	0.0	-0.001	0.07	L-May 2023	0.6
Household furnishings and supplies(11)	4.230	-0.4	-0.015	0.25	L-Oct. 2023	-0.2
Window and floor coverings and other linens(5)	0.291	2.6	0.008	1.13	L-Sep. 2021	2.9
Floor coverings(4)(5)	0.082	2.1	0.002	1.09	L-Aug. 2022	3.6
Window coverings(4)(5)	0.075	0.1	0.000	2.27	S-Sep. 2023	-1.7
Other linens(5)	0.133	3.2	0.004	1.59	L-Sep. 2021	6.1
Furniture and bedding(4)	1.113	-1.2	-0.013	0.50	S-Sep. 2023	-1.2
Bedroom furniture(4)	0.367	-0.6	-0.002	0.71	L-Oct. 2023	1.0

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Living room, kitchen, and dining room furniture(4)(5)	0.541	-1.6	-0.008	0.80	S-Oct. 2022	-1.9
Other furniture(5)	0.199	-1.7	-0.003	1.00	S-Aug. 2023	-2.1
Appliances(5)	0.265	-0.2	-0.001	0.68	L-Aug. 2023	-0.2
Major appliances(5)	0.093	1.2	0.001	1.08	L-Mar. 2022	2.0
Laundry equipment(4)(6)		2.1		1.29	L-Mar. 2023	2.6
Other appliances(4)(5)	0.171	-1.7	-0.003	0.78	L-Oct. 2023	-1.4
Other household equipment and furnishings(5)	0.551	0.5	0.003	0.63	L-Sep. 2023	0.6
Clocks, lamps, and decorator items(4)	0.304	-0.3	-0.001	0.99	L-Sep. 2023	0.5
Indoor plants and flowers(12)	0.129	-1.3	-0.002	0.84	S-Jul. 2023	-1.8
Dishes and flatware(4)(5)	0.038	3.0	0.001	1.37	L-Jan. 2023	3.3
Nonelectric cookware and tableware(5)	0.079	-1.2	-0.001	0.80	S-Oct. 2023	-2.0
Tools, hardware, outdoor equipment and supplies(5)	1.050	-0.4	-0.004	0.52	L-Sep. 2023	0.0
Tools, hardware and supplies(5)	0.267	0.1	0.000	0.59	S-Oct. 2023	-0.5
Outdoor equipment and supplies(5)	0.550	-1.2	-0.006	0.63	L-Sep. 2023	0.0
Housekeeping supplies(4)	0.960	0.0	0.000	0.37	L-Oct. 2023	0.3
Household cleaning products(4)(5)	0.326	0.0	0.000	0.52	L-Oct. 2023	0.1
Household paper products(4)(5)	0.177	0.7	0.001	0.52	L-Apr. 2023	1.4
Miscellaneous household products(4)(5)	0.457	-0.3	-0.002	0.52	L-Oct. 2023	0.4
Apparel	2.464	0.1	0.002	0.34	L-Oct. 2023	0.1
Men's and boys' apparel	0.646	-0.4	-0.003	0.57	L-Oct. 2023	0.5
Men's apparel	0.478	0.0	0.000	0.64	L-Oct. 2023	0.6
Men's suits, sport coats, and outerwear	0.064	-1.2	-0.001	1.73	S-Sep. 2023	-3.9
Men's underwear, nightwear, swimwear, and accessories(4)	0.175	-1.6	-0.003	0.75	L-Oct. 2023	-0.5
Men's shirts and sweaters(5)	0.119	0.1	0.000	1.19	L-Oct. 2023	0.7
Men's pants and shorts	0.111	-0.4	-0.001	1.37	L-Oct. 2023	0.9
Boys' apparel	0.167	-1.6	-0.003	1.09	L-Oct. 2023	-0.2
Women's and girls' apparel	1.004	0.3	0.003	0.63	L-Aug. 2023	0.7
Women's apparel	0.842	0.9	0.008	0.64	L-Aug. 2023	1.1
Women's outerwear	0.047	0.8	0.000	1.66	L-Aug. 2023	3.6
Women's dresses	0.093	-0.4	0.000	1.35	S-Oct. 2023	-3.1
Women's suits and separates(5)	0.380	0.4	0.001	1.02	L-Oct. 2023	1.1
Women's underwear, nightwear, swimwear, and accessories(5)	0.311	3.3	0.010	0.94	L-Feb. 2009	4.6
Girls' apparel	0.162	-3.1	-0.005	1.48	S-Mar. 2021	-3.7
Footwear	0.501	-0.4	-0.002	0.43	L-Oct. 2023	-0.4
Men's footwear(4)	0.183	-2.0	-0.004	0.72	S-Dec. 2022	-2.4
Boys' and girls' footwear	0.117	-0.8	-0.001	0.98	L-Oct. 2023	-0.7
Women's footwear	0.200	-0.5	-0.001	0.63	S-Oct. 2023	-1.3
Infants' and toddlers' apparel	0.100	-0.1	0.000	1.35	L-Oct. 2023	0.4
Jewelry and watches(9)	0.213	2.1	0.005	1.24	L-Dec. 2021	2.2
Watches(4)(9)	0.036	0.2	0.000	0.76	S-Sep. 2023	-3.9
Jewelry(9)	0.177	2.6	0.005	1.66	L-Mar. 2022	2.8
Transportation commodities less motor fuel(11)	7.473	0.3	0.024	0.03	S-Oct. 2023	-0.4

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New vehicles	4.222	0.3	0.011	0.04	L-Sep. 2023	0.3
New cars(6)		0.0		0.11	-	-
New trucks(6)(13)		0.3		0.07	L-Sep. 2023	0.3
Used cars and trucks	2.544	0.5	0.013	0.02	S-Oct. 2023	-0.8
Motor vehicle parts and equipment(4)	0.467	0.3	0.001	0.37	L-Apr. 2023	0.6
Tires(4)	0.316	1.2	0.004	0.47	L-Aug. 2022	1.2
Vehicle accessories other than tires(4)(5)	0.151	-1.5	-0.002	0.68	S-EVER	-
Vehicle parts and equipment other than tires(4)(6)		-2.5		0.86	S-EVER	-
Motor oil, coolant, and fluids(4)(6)		0.4		0.65	S-Oct. 2023	-0.5
Medical care commodities(4)	1.475	-0.1	-0.002	0.21	S-Sep. 2023	-0.3
Medicinal drugs(4)(11)	1.361	-0.2	-0.003	0.22	S-Sep. 2023	-0.4
Prescription drugs(4)	0.947	-0.4	-0.003	0.16	S-Sep. 2023	-0.7
Nonprescription drugs(4)(11)	0.414	0.1	0.000	0.66	S-Oct. 2023	0.1
Medical equipment and supplies(4)(11)	0.114	1.2	0.001	0.75	L-May 2023	2.3
Recreation commodities(11)	2.202	-0.5	-0.011	0.23	L-Oct. 2023	0.1
Video and audio products(11)	0.262	-1.3	-0.003	0.47	L-Oct. 2023	0.5
Televisions	0.125	0.1	0.000	0.66	L-Oct. 2023	0.7
Other video equipment(5)	0.015	-0.4	0.000	1.02	L-Sep. 2023	-0.4
Audio equipment(4)	0.053	-4.9	-0.003	0.92	S-Dec. 2017	-5.4
Recorded music and music subscriptions(4)(5)	0.059	-1.5	-0.001	0.58	L-Oct. 2023	0.5
Pets and pet products(4)	0.663	0.5	0.003	0.40	L-Sep. 2023	0.6
Pet food(4)(5)(6)		-0.1		0.50	S-Aug. 2023	-0.1
Purchase of pets, pet supplies, accessories(4)(5)(6)		1.4		0.77	L-Oct. 2022	1.4
Sporting goods(4)	0.728	-1.2	-0.008	0.48	S-Dec. 2021	-1.2
Sports vehicles including bicycles(4)	0.419	-1.3	-0.006	0.67	S-May 2023	-1.3
Sports equipment(4)	0.301	-0.9	-0.003	0.57	S-Nov. 2022	-0.9
Photographic equipment and supplies	0.022	-0.1	0.000	0.84	S-Aug. 2023	-2.6
Photographic equipment(5)(6)		-0.4		0.99	S-Aug. 2023	-2.8
Recreational reading materials(4)	0.111	-0.4	0.000	1.00	S-Aug. 2023	-0.9
Newspapers and magazines(4)(5)	0.060	0.4	0.000	1.45	L-Oct. 2023	1.8
Recreational books(4)(5)	0.051	-1.5	-0.001	1.00	S-Jun. 2023	-2.4
Other recreational goods(5)	0.416	-0.5	-0.002	0.57	-	-
Toys	0.328	-0.7	-0.002	0.65	S-Oct. 2023	-0.9
Toys, games, hobbies and playground equipment(5)(6)		-0.6		0.72	S-Oct. 2023	-1.0
Sewing machines, fabric and supplies(4)(5)	0.024	3.2	0.001	1.24	L-Sep. 2023	3.5
Music instruments and accessories(4)(5)	0.052	-1.2	-0.001	0.45	L-Oct. 2023	-0.1
Education and communication commodities(11)	0.838	-0.2	-0.002	0.61	L-Sep. 2023	0.3
Educational books and supplies(4)	0.091	1.5	0.001	0.67	L-May 2022	2.2
College textbooks(4)(6)(14)		1.4		0.95	L-May 2022	2.5
Information technology commodities(11)	0.747	-0.4	-0.003	0.69	L-Sep. 2023	0.3

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Computers, peripherals, and smart home assistants(4)(7)	0.351	-1.3	-0.005	0.91	L-Oct. 2023	-0.8
Computer software and accessories(4)(5)	0.021	-2.8	-0.001	1.80	S-Sep. 2021	-3.5
Telephone hardware, calculators, and other consumer information items(4)(5)	0.375	0.6	0.002	0.96	L-Apr. 2023	1.1
Smartphones(4)(6)(15)		0.3		1.18	L-May 2023	0.7
Alcoholic beverages	0.837	0.3	0.003	0.20	L-Sep. 2023	0.8
Alcoholic beverages at home	0.502	0.4	0.002	0.24	L-Sep. 2023	0.8
Beer, ale, and other malt beverages at home	0.194	0.3	0.001	0.39	L-Oct. 2023	0.7
Distilled spirits at home(4)	0.086	-0.5	0.000	0.31	S-Mar. 2023	-0.9
Whiskey at home(4)(6)		-0.8		0.46	S-Oct. 2023	-1.0
Distilled spirits, excluding whiskey, at home(4)(6)		-0.2		0.37	S-Aug. 2023	-0.5
Wine at home(4)	0.223	-0.1	0.000	0.40	L-Oct. 2023	0.0
Alcoholic beverages away from home(4)	0.335	0.2	0.001	0.25	L-Oct. 2023	0.2
Beer, ale, and other malt beverages away from home(4)(5)(6)		0.0		0.33	-	-
Wine away from home(4)(5)(6)		-0.1		0.41	S-Oct. 2023	-0.1
Distilled spirits away from home(4)(5)(6)		0.4		0.34	L-Sep. 2023	0.7
Other goods(11)	1.263	-0.6	-0.007	0.23	S-Dec. 2019	-0.8
Tobacco and smoking products(4)	0.515	-0.1	0.000	0.23	S-Dec. 2022	-0.1
Cigarettes(4)(5)	0.428	-0.3	-0.001	0.25	S-Apr. 2023	-0.3
Tobacco products other than cigarettes(4)(5)	0.080	1.1	0.001	0.57	S-Sep. 2023	-0.8
Personal care products(4)	0.605	-1.1	-0.007	0.35	S-Dec. 2019	-1.1
Hair, dental, shaving, and miscellaneous personal care products(4)(5)	0.320	0.0	0.000	0.45	L-Oct. 2023	0.1
Cosmetics, perfume, bath, nail preparations and implements(4)	0.273	-2.3	-0.006	0.44	S-May 2001	-2.9
Miscellaneous personal goods(4)(5)	0.143	-0.4	-0.001	0.90	L-Oct. 2023	1.2
Stationery, stationery supplies, gift wrap(6)		0.1		0.94	L-Oct. 2023	3.5
Services less energy services	59.055	0.4	0.257	0.05	S-Oct. 2023	0.3
Shelter	35.170	0.5	0.160	0.06	L-Sep. 2023	0.6
Rent of shelter(16)	34.795	0.4	0.147	0.06	S-Oct. 2023	0.3
Rent of primary residence	7.714	0.4	0.032	0.05	S-Jul. 2023	0.4
Lodging away from home(5)	1.063	0.4	0.004	1.24	L-Sep. 2023	3.7
Housing at school, excluding board(16)	0.163	0.3	0.000	0.05	-	-
Other lodging away from home including hotels and motels	0.900	0.4	0.004	1.42	L-Sep. 2023	4.2
Owners' equivalent rent of residences(16)	26.018	0.5	0.123	0.05	-	-
Owners' equivalent rent of primary residence(16)	24.598	0.5	0.116	0.05	-	-
Tenants' and household insurance(4)(5)	0.375	0.3	0.001	0.14	S-Aug. 2023	0.3

Expenditure category	Relative importance Nov. 2023	One Month				
		Seasonally adjusted percent change Nov. 2023- Dec. 2023	Seasonally adjusted effect on All Items Nov. 2023- Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) seasonally adjusted change since:(3)	
					Date	Percent change
Water and sewer and trash collection services(5)	1.073	0.1	0.001	0.12	S-Mar. 2022	0.1
Water and sewerage maintenance	0.765	0.1	0.001	0.13	S-Oct. 2022	0.0
Garbage and trash collection(4)(13)	0.308	0.1	0.000	0.16	S-Oct. 2023	0.1
Household operations(4)(5)						
Domestic services(4)(5)						
Gardening and lawncare services(4)(5)						
Moving, storage, freight expense(4)(5)	0.101	-2.0	-0.002	0.88	S-Oct. 2023	-3.1
Repair of household items(4)(5)						
Medical care services	6.374	0.7	0.045	0.10	L-Sep. 2022	0.8
Professional services	3.529	0.3	0.011	0.15	S-Oct. 2023	-0.3
Physicians' services(4)	1.777	0.2	0.004	0.18	S-Oct. 2023	-1.0
Dental services	0.925	0.8	0.008	0.25	L-Aug. 2023	1.6
Eyeglasses and eye care(4)(9)	0.312	-0.2	-0.001	0.36	-	-
Services by other medical professionals(4)(9)	0.514	0.0	0.000	0.21	-	-
Hospital and related services(4)	2.308	0.5	0.011	0.13	L-Oct. 2023	1.0
Hospital services(4)(17)	1.968	0.5	0.011	0.15	L-Oct. 2023	1.1
Inpatient hospital services(4)(6)(17)		0.5		0.28	L-Oct. 2023	0.9
Outpatient hospital services(4)(6)(9)		0.8		0.28	L-Sep. 2023	1.2
Nursing homes and adult day services(17)	0.189	0.2	0.000	0.16	S-Sep. 2023	-0.8
Care of invalids and elderly at home(4)(8)	0.151	0.4	0.001	0.24	L-Oct. 2023	0.5
Health insurance(4)(8)	0.537	1.1	0.006	0.10	-	-
Transportation services	6.127	0.1	0.007	0.21	S-Jun. 2023	0.1
Leased cars and trucks(4)(14)						
Car and truck rental(5)	0.113	-0.7	-0.001	1.18	L-Sep. 2023	0.0
Motor vehicle maintenance and repair(4)	1.145	-0.3	-0.003	0.40	S-Mar. 2022	-0.3
Motor vehicle body work(4)	0.057	1.0	0.001	0.30	L-Oct. 2022	1.4
Motor vehicle maintenance and servicing(4)	0.587	-0.5	-0.003	0.51	S-Mar. 2022	-1.0
Motor vehicle repair(4)(5)	0.442	-0.1	0.000	0.64	S-Feb. 2023	-0.3
Motor vehicle insurance	2.874	1.5	0.044	0.22	L-Oct. 2023	1.9
Motor vehicle fees(4)(5)	0.488	0.6	0.003	0.22	L-Oct. 2023	0.7
State motor vehicle registration and license fees(4)(5)	0.274	0.3	0.001	0.08	L-Jul. 2023	0.5
Parking and other fees(4)(5)	0.193	1.1	0.002	0.47	L-Oct. 2023	1.6
Parking fees and tolls(5)(6)		-1.0		0.52	S-Jun. 2020	-1.5
Public transportation	0.736	0.7	0.005	0.69	S-Oct. 2023	0.0
Airline fares	0.543	1.0	0.005	0.95	L-Aug. 2023	4.9
Other intercity transportation	0.047	-2.3	-0.001	0.65	S-Mar. 2020	-3.8
Ship fare(4)(5)(6)		-0.6		0.90	L-Sep. 2023	0.0
Intracity transportation(4)	0.142	0.4	0.001	0.60	L-Sep. 2023	1.9
Intracity mass transit(4)(6)(11)		-0.3		0.07	S-Sep. 2021	-0.3
Recreation services(11)	3.125	1.1	0.035	0.20	L-Feb. 2023	1.2
Video and audio services(11)	0.994	0.7	0.006	0.21	L-Mar. 2023	0.9

Expenditure category	Relative importance Nov. 2023	One Month				
		Seasonally adjusted percent change Nov. 2023- Dec. 2023	Seasonally adjusted effect on All Items Nov. 2023- Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) seasonally adjusted change since:(3)	
					Date	Percent change
Cable, satellite, and live streaming television service(13)	0.878	0.7	0.006	0.18	L-Mar. 2023	1.2
Purchase, subscription, and rental of video(4)(5)	0.116	0.4	0.001	0.91	L-Sep. 2023	0.9
Video discs and other media(4)(5)(6)		0.8		1.97	L-Sep. 2023	2.9
Subscription and rental of video and video games(4)(5)(6)		0.4		0.49	S-Oct. 2023	-0.1
Pet services including veterinary(5)	0.552	0.8	0.004	0.31	L-Apr. 2023	2.7
Pet services(4)(5)(6)		0.0		0.53	L-Aug. 2023	0.9
Veterinarian services(5)(6)		1.2		0.41	S-Oct. 2023	0.6
Photographers and photo processing(4)(5)	0.039	0.1	0.000	0.34	-	-
Other recreation services(5)	1.537	1.6	0.024	0.29	L-Oct. 2021	1.6
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees(4)(5)	0.663	1.5	0.010	0.18	L-Sep. 2020	2.6
Admissions(4)	0.453	1.4	0.006	0.69	L-Sep. 2023	3.0
Admission to movies, theaters, and concerts(4)(5)(6)		1.0		0.54	S-Oct. 2023	0.0
Admission to sporting events(4)(5)(6)		3.2		2.96	L-Oct. 2023	3.6
Fees for lessons or instructions(4)(9)	0.187	1.8	0.003	0.38	L-Apr. 2023	5.0
Education and communication services(11)	4.805	0.2	0.008	0.06	L-Jul. 2023	0.3
Tuition, other school fees, and childcare	2.157	0.2	0.005	0.06	L-Sep. 2023	0.3
College tuition and fees	1.171	0.2	0.002	0.07	L-Aug. 2023	0.2
Elementary and high school tuition and fees	0.312	0.3	0.001	0.09	L-Oct. 2023	0.4
Day care and preschool(12)	0.574	0.4	0.002	0.19	L-Sep. 2023	0.9
Technical and business school tuition and fees(4)(5)	0.026	0.1	0.000	0.14	S-Sep. 2023	-0.1
Postage and delivery services(5)	0.072	0.4	0.000	0.06	L-Sep. 2023	0.5
Postage	0.061	0.6	0.000	0.00	L-Jan. 2023	1.2
Delivery services(5)	0.011	-0.7	0.000	0.48	S-Jul. 2023	-0.7
Telephone services(4)(5)	1.598	0.1	0.002	0.06	L-Oct. 2023	0.1
Wireless telephone services(4)(5)	1.356	0.0	0.000	0.04	-	-
Residential telephone services(4)(11)	0.243	0.8	0.002	0.21	L-Oct. 2023	0.9
Internet services and electronic information providers(4)(5)	0.971	0.1	0.001	0.21	S-Oct. 2023	-0.1
Other personal services(4)(11)	1.474	0.1	0.002	0.18	S-Jul. 2023	-0.1
Personal care services(4)	0.608	0.1	0.001	0.34	S-Sep. 2023	0.0
Haircuts and other personal care services(4)(5)	0.608	0.1	0.001	0.34	S-Sep. 2023	0.0
Miscellaneous personal services(4)	0.866	0.1	0.001	0.20	S-Oct. 2023	0.1
Legal services(4)(9)						
Funeral expenses(4)(9)	0.170	0.5	0.001	0.19	S-Oct. 2023	0.2
Laundry and dry cleaning services(4)(5)	0.144	0.4	0.001	0.36	S-Oct. 2023	0.3

Expenditure category	Relative importance Nov. 2023	One Month				
		Seasonally adjusted percent change Nov. 2023-Dec. 2023	Seasonally adjusted effect on All Items Nov. 2023-Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) seasonally adjusted change since:(3)	
					Date	Percent change
Apparel services other than laundry and dry cleaning(4)(5)	0.027	0.1	0.000	0.69	S-Oct. 2023	-0.7
Financial services(4)(9)	0.183	-0.2	0.000	0.59	S-Aug. 2023	-2.0
Checking account and other bank services(4)(5)(6)		0.8		0.13	L-Sep. 2023	3.2
Tax return preparation and other accounting fees(4)(5)(6)						
Special aggregate indexes						
All items less food	86.576	0.3	0.275	0.04	L-Sep. 2023	0.4
All items less shelter	64.830	0.2	0.143	0.05	L-Sep. 2023	0.3
All items less food and shelter	51.406	0.2	0.115	0.06	L-Sep. 2023	0.3
All items less food, shelter, and energy	44.666	0.2	0.086	0.05	-	-
All items less food, shelter, energy, and used cars and trucks	42.122	0.2	0.074	0.06	L-Oct. 2023	0.2
All items less medical care	92.151	0.3	0.260	0.04	L-Sep. 2023	0.4
All items less energy	93.259	0.3	0.275	0.04	-	-
Commodities	37.678	0.1	0.026	0.06	L-Sep. 2023	0.1
Commodities less food, energy, and used cars and trucks	18.237	-0.1	-0.013	0.09	L-Oct. 2023	0.0
Commodities less food	24.254	0.0	-0.003	0.08	L-Sep. 2023	0.0
Commodities less food and beverages	23.417	0.0	-0.005	0.09	L-Sep. 2023	0.0
Services	62.322	0.5	0.287	0.05	-	-
Services less rent of shelter(16)	27.528	0.6	0.152	0.08	-	-
Services less medical care services	55.948	0.4	0.223	0.06	S-Oct. 2023	0.4
Durables	12.121	-0.5	-0.060	0.08	S-Oct. 2023	-0.5
Nondurables	25.557	0.3	0.082	0.08	L-Sep. 2023	0.6
Nondurables less food	12.133	0.2	0.029	0.12	L-Sep. 2023	0.8
Nondurables less food and beverages	11.296	0.3	0.030	0.13	L-Sep. 2023	0.8
Nondurables less food, beverages, and apparel	8.832	0.2	0.021	0.12	L-Sep. 2023	1.4
Nondurables less food and apparel	9.669	0.2	0.020	0.11	L-Sep. 2023	1.3
Housing	44.837	0.4	0.167	0.06	-	-
Education and communication(5)	5.643	0.1	0.006	0.10	L-Sep. 2023	0.1
Education(5)	2.248	0.3	0.006	0.07	L-Sep. 2023	0.3
Communication(5)	3.395	0.0	0.000	0.17	L-Sep. 2023	0.0
Information and information processing(5)	3.323	0.0	0.000	0.17	L-Sep. 2023	0.0
Information technology, hardware and services(18)	1.725	-0.1	-0.002	0.34	L-Sep. 2023	0.0
Recreation(5)	5.327	0.4	0.023	0.15	L-Sep. 2023	0.4
Video and audio(5)	1.256	0.2	0.003	0.20	L-Sep. 2023	0.2
Pets, pet products and services(5)	1.216	0.6	0.008	0.26	L-Apr. 2023	1.8
Photography(5)	0.063	0.1	0.000	0.47	S-Aug. 2023	-0.3
Food and beverages	14.261	0.2	0.031	0.09	-	-
Domestically produced farm food(4)	7.156	-0.1	-0.005	0.14	L-Oct. 2023	0.3
Other services	9.404	0.5	0.044	0.08	L-Apr. 2023	0.5
Apparel less footwear	1.963	0.2	0.004	0.41	L-Oct. 2023	0.2
Fuels and utilities	4.531	0.6	0.025	0.33	S-Oct. 2023	0.2
Household energy	3.457	0.7	0.024	0.42	S-Oct. 2023	0.2
Medical care	7.849	0.6	0.043	0.09	-	-
Transportation	16.883	0.2	0.035	0.10	L-Sep. 2023	0.3

Expenditure category	Relative importance Nov. 2023	One Month				
		Seasonally adjusted percent change Nov. 2023- Dec. 2023	Seasonally adjusted effect on All Items Nov. 2023- Dec. 2023 ⁽¹⁾	Standard error, median price change ⁽²⁾	Largest (L) or Smallest (S) seasonally adjusted change since: ⁽³⁾	
					Date	Percent change
Private transportation	16.147	0.2	0.030	0.10	L-Sep. 2023	0.3
New and used motor vehicles ⁽⁵⁾	7.889	-0.2	-0.019	0.11	S-Oct. 2023	-0.4
Utilities and public transportation	7.554	0.4	0.032	0.20	S-Oct. 2023	0.3
Household furnishings and operations	5.136	-0.4	-0.018	0.21	-	-
Other goods and services	2.737	-0.2	-0.006	0.15	S-Aug. 2020	-0.2
Personal care ⁽⁴⁾	2.222	-0.3	-0.006	0.17	S-Aug. 2020	-0.3

Footnotes

⁽¹⁾The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that month the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

⁽²⁾A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 0.6 percent, and its standard error was 0.15 percent, the margin of error on this item's 1-month percent change would be 0.6 percent, plus or minus 0.3 percent.

⁽³⁾If the current seasonally adjusted 1-month percent change is greater than the previous published 1-month percent change, then this column identifies the closest prior month with a 1-month percent change as (L)arge as or (L)arger than the current 1-month change. If the current 1-month percent change is smaller than the previous published 1-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 1-month percent changes are equal, a dash will appear. Standard numerical comparisons are used. For example, 0.8% is greater than 0.6%, -0.4% is less than -0.2%, and -0.2% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

⁽⁴⁾Not seasonally adjusted.

⁽⁵⁾Indexes on a December 1997=100 base.

⁽⁶⁾Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

⁽⁷⁾Indexes on a December 2007=100 base.

⁽⁸⁾Indexes on a December 2005=100 base.

⁽⁹⁾Indexes on a December 1986=100 base.

⁽¹⁰⁾Indexes on a December 1993=100 base.

⁽¹¹⁾Indexes on a December 2009=100 base.

⁽¹²⁾Indexes on a December 1990=100 base.

⁽¹³⁾Indexes on a December 1983=100 base.

⁽¹⁴⁾Indexes on a December 2001=100 base.

⁽¹⁵⁾Indexes on a December 2019=100 base.

⁽¹⁶⁾Indexes on a December 1982=100 base.

⁽¹⁷⁾Indexes on a December 1996=100 base.

⁽¹⁸⁾Indexes on a December 1988=100 base.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2023, 12-month analysis table
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2023	Twelve Month				
		Unadjusted percent change Dec. 2022- Dec. 2023	Unadjusted effect on All Items Dec. 2022- Dec. 2023 ⁽¹⁾	Standard error, median price change ⁽²⁾	Largest (L) or Smallest (S) unadjusted change since: ⁽³⁾	
					Date	Percent change
All items	100.000	3.4		0.12	L-Sep. 2023	3.7
Food	13.424	2.7	0.366	0.19	S-Jun. 2021	2.4
Food at home	8.553	1.3	0.114	0.26	S-Jun. 2021	0.9
Cereals and bakery products	1.162	2.6	0.030	0.54	S-Aug. 2021	1.6
Cereals and cereal products	0.359	0.4	0.001	0.87	S-Jun. 2021	-0.9
Flour and prepared flour mixes	0.060	2.2	0.001	2.29	S-Jul. 2021	0.8
Breakfast cereal	0.146	0.3	0.000	1.37	S-Jun. 2021	-0.3
Rice, pasta, cornmeal	0.153	-0.3	0.000	1.09	S-Aug. 2021	-0.7
Rice ⁽⁴⁾⁽⁵⁾		0.1		1.25	S-Sep. 2021	0.1
Bakery products	0.803	3.6	0.028	0.69	S-Oct. 2021	3.6
Bread ⁽⁴⁾	0.226	3.1	0.007	1.07	S-Oct. 2021	2.3

Expenditure category	Relative importance Nov. 2023	Twelve Month				
		Unadjusted percent change Dec. 2022- Dec. 2023	Unadjusted effect on All Items Dec. 2022- Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) unadjusted change since: (3)	
					Date	Percent change
White bread(5)		2.7		1.29	S-Oct. 2021	1.3
Bread other than white(5)		3.6		1.48	S-Oct. 2021	3.2
Fresh biscuits, rolls, muffins(4)	0.121	4.1	0.005	1.60	S-Sep. 2021	4.0
Cakes, cupcakes, and cookies	0.205	2.6	0.005	1.33	S-Jul. 2021	2.4
Cookies(5)		2.7		1.61	S-Dec. 2021	2.1
Fresh cakes and cupcakes(5)		3.8		2.40	-	-
Other bakery products	0.251	4.4	0.011	1.36	L-Oct. 2023	4.4
Fresh sweetrolls, coffeecakes, doughnuts(5)		3.1		2.06	S-Sep. 2023	1.5
Crackers, bread, and cracker products(5)		7.7		1.86	L-Aug. 2023	7.8
Frozen and refrigerated bakery products, pies, tarts, turnovers(5)		2.3		1.78	L-Oct. 2023	2.7
Meats, poultry, fish, and eggs	1.782	-0.1	-0.002	0.47	S-Jul. 2023	-0.2
Meats, poultry, and fish	1.670	2.3	0.038	0.49	L-Oct. 2023	2.4
Meats	1.044	3.6	0.038	0.54	-	-
Beef and veal	0.460	8.7	0.038	0.84	-	-
Uncooked ground beef	0.164	6.7	0.011	1.09	S-Sep. 2023	5.8
Uncooked beef roasts(4)	0.061	8.9	0.005	2.36	S-Sep. 2023	6.0
Uncooked beef steaks(4)	0.189	11.2	0.020	1.39	L-Apr. 2022	11.8
Uncooked other beef and veal(4)	0.045	5.6	0.002	1.90	S-Oct. 2023	4.1
Pork	0.331	0.1	0.000	1.08	L-Oct. 2023	0.3
Bacon, breakfast sausage, and related products(4)	0.142	-0.8	-0.001	1.30	L-Oct. 2023	-0.6
Bacon and related products(5)		1.6		1.78	L-Oct. 2022	2.1
Breakfast sausage and related products(4)(5)		-3.7		1.96	S-May 2016	-5.0
Ham	0.066	2.5	0.002	2.56	L-Aug. 2023	3.7
Ham, excluding canned(5)		2.5		2.65	L-Aug. 2023	3.8
Pork chops	0.045	-0.4	0.000	1.97	S-Jul. 2023	-2.4
Other pork including roasts, steaks, and ribs(4)	0.079	-0.1	0.000	2.44	S-Oct. 2023	-0.6
Other meats	0.253	-0.2	0.000	1.03	S-Aug. 2021	-0.5
Frankfurters(5)		2.2		3.05	S-Sep. 2023	1.9
Lunchmeats(4)(5)		0.3		1.25	L-Sep. 2023	2.4
Poultry	0.346	1.2	0.004	1.28	L-Jun. 2023	1.4
Chicken(4)	0.276	0.7	0.002	1.34	L-May 2023	0.9
Fresh whole chicken(5)		3.1		2.82	S-Oct. 2023	2.3
Fresh and frozen chicken parts(5)		0.0		1.75	L-Apr. 2023	2.8
Other uncooked poultry including turkey(4)	0.070	3.3	0.002	2.65	S-Oct. 2021	1.7
Fish and seafood	0.279	-1.4	-0.004	1.00	L-Aug. 2023	0.1
Fresh fish and seafood(4)	0.134	-2.5	-0.004	1.48	-	-
Processed fish and seafood(4)	0.145	-0.5	-0.001	1.31	-	-
Shelf stable fish and seafood(5)		3.8		1.98	S-Jun. 2023	0.2
Frozen fish and seafood(5)		-2.8		1.78	S-Feb. 2018	-3.5
Eggs	0.113	-23.8	-0.040	2.30	S-Dec. 2016	-33.8
Dairy and related products	0.780	-1.3	-0.011	0.63	L-Oct. 2023	-0.4
Milk(4)	0.192	-1.8	-0.004	1.05	L-Oct. 2023	-1.6

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Fresh whole milk(5)		-2.3		1.33	L-Oct. 2023	-2.2
Fresh milk other than whole(4)(5)		-1.4		1.24	L-Oct. 2023	-0.9
Cheese and related products	0.237	-3.3	-0.008	0.90	S-Dec. 2015	-3.7
Ice cream and related products	0.121	2.8	0.003	1.67	L-Sep. 2023	4.5
Other dairy and related products(4)	0.229	-0.8	-0.002	1.16	S-Jun. 2021	-0.8
Fruits and vegetables	1.468	0.3	0.005	0.64	S-Mar. 2020	-1.9
Fresh fruits and vegetables	1.096	-0.5	-0.005	0.78	S-Sep. 2023	-0.5
Fresh fruits	0.593	3.6	0.021	1.09	L-Nov. 2022	6.6
Apples	0.075	-5.9	-0.005	1.97	S-Aug. 2020	-7.3
Bananas	0.088	1.0	0.001	1.38	L-Oct. 2023	1.5
Citrus fruits(4)	0.179	5.4	0.009	2.19	L-Nov. 2022	9.5
Oranges, including tangerines(5)		5.3		2.24	L-Nov. 2022	12.4
Other fresh fruits(4)	0.251	6.4	0.016	1.87	L-Oct. 2022	6.6
Fresh vegetables	0.503	-4.8	-0.026	0.87	S-Feb. 2017	-7.2
Potatoes	0.082	-2.8	-0.002	1.49	S-Oct. 2023	-3.3
Lettuce	0.071	-16.7	-0.014	1.85	S-Jan. 2017	-16.8
Tomatoes	0.082	-7.2	-0.007	2.00	S-Dec. 2019	-7.7
Other fresh vegetables	0.268	-1.0	-0.003	1.11	L-Oct. 2023	-0.7
Processed fruits and vegetables(4)	0.372	2.7	0.010	0.74	L-Oct. 2023	4.8
Canned fruits and vegetables(4)	0.190	2.4	0.005	1.14	L-Oct. 2023	3.2
Canned fruits(4)(5)		2.4		1.47	L-Oct. 2023	3.0
Canned vegetables(4)(5)		2.1		1.60	L-Oct. 2023	3.3
Frozen fruits and vegetables(4)	0.108	3.9	0.004	1.47	S-Nov. 2021	2.8
Frozen vegetables(5)		6.1		2.04	-	-
Other processed fruits and vegetables including dried(4)	0.073	1.7	0.001	1.53	S-Oct. 2021	1.7
Dried beans, peas, and lentils(4)(5)		-1.5		2.63	S-Dec. 2019	-1.9
Nonalcoholic beverages and beverage materials	1.030	2.6	0.027	0.62	S-Aug. 2021	2.0
Juices and nonalcoholic drinks(4)	0.726	3.6	0.027	0.88	-	-
Carbonated drinks	0.304	2.9	0.009	1.51	S-Aug. 2021	2.0
Frozen noncarbonated juices and drinks(4)	0.009	19.1	0.002	1.75	L-Oct. 2023	22.1
Nonfrozen noncarbonated juices and drinks(4)	0.413	3.9	0.016	1.14	L-Oct. 2023	4.1
Beverage materials including coffee and tea(4)	0.304	0.3	0.001	1.07	S-Apr. 2021	0.0
Coffee	0.193	-1.6	-0.003	1.50	S-Dec. 2019	-2.3
Roasted coffee(5)		-2.0		1.67	S-Dec. 2019	-2.8
Instant coffee(5)		-0.5		2.12	L-Oct. 2023	0.7
Other beverage materials including tea(4)	0.111	3.7	0.004	1.52	L-Oct. 2023	4.3
Other food at home	2.331	2.8	0.065	0.42	S-Aug. 2021	1.5
Sugar and sweets	0.306	5.2	0.016	1.29	S-Oct. 2023	5.2
Sugar and sugar substitutes	0.041	6.9	0.003	1.15	L-Oct. 2023	8.8
Candy and chewing gum(4)	0.195	5.5	0.011	1.67	S-Jan. 2022	4.8
Other sweets(4)	0.070	3.4	0.002	2.14	L-Aug. 2023	3.8
Fats and oils	0.255	2.3	0.006	1.33	S-Apr. 2021	1.7
Butter and margarine(4)	0.081	-2.8	-0.002	1.78	S-Oct. 2023	-2.9

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Butter(5)		-2.9		2.76	S-Oct. 2023	-3.7
Margarine(5)		-1.8		2.94	S-Dec. 2019	-2.0
Salad dressing(4)	0.060	3.0	0.002	1.80	L-Oct. 2023	4.0
Other fats and oils including peanut butter(4)	0.114	5.8	0.007	2.15	S-Sep. 2023	5.0
Peanut butter(4)(5)		3.0		2.67	L-Apr. 2023	4.4
Other foods	1.770	2.4	0.043	0.49	S-Aug. 2021	0.6
Soups	0.102	0.6	0.001	2.49	S-Oct. 2023	-0.1
Frozen and freeze dried prepared foods	0.265	0.7	0.002	1.18	L-Oct. 2023	1.2
Snacks	0.372	2.0	0.007	1.08	S-Sep. 2021	1.9
Spices, seasonings, condiments, sauces	0.357	4.1	0.015	0.88	S-Oct. 2021	2.6
Salt and other seasonings and spices(4)(5)		3.4		1.57	S-Sep. 2023	3.4
Olives, pickles, relishes(4)(5)		3.3		1.92	S-Oct. 2021	2.2
Sauces and gravies(4)(5)		6.7		1.85	S-Sep. 2023	6.7
Other condiments(5)		2.1		2.25	S-Sep. 2021	1.8
Baby food and formula(4)	0.040	7.3	0.003	1.74	S-Jul. 2023	5.9
Other miscellaneous foods(4)	0.636	2.4	0.016	0.87	S-Aug. 2021	1.1
Prepared salads(5)(6)		1.8		1.97	L-Oct. 2023	2.8
Food away from home	4.870	5.2	0.252	0.41	S-Sep. 2021	4.7
Full service meals and snacks(4)	2.324	4.5	0.104	0.46	L-Sep. 2023	5.1
Limited service meals and snacks(4)	2.272	5.9	0.131	0.44	S-Nov. 2020	5.9
Food at employee sites and schools(4)	0.076	3.3	0.003	8.16	S-Jul. 2022	-13.9
Food at elementary and secondary schools(5)(7)		2.2		67.80	S-Oct. 2023	-22.2
Food from vending machines and mobile vendors(4)	0.027	13.1	0.003	1.67	S-Nov. 2022	11.5
Other food away from home(4)	0.171	6.6	0.011	0.74	S-Jul. 2023	5.9
Energy	6.741	-2.0	-0.140	0.49	L-Sep. 2023	-0.5
Energy commodities	3.473	-2.9	-0.102	0.51	L-Sep. 2023	2.2
Fuel oil and other fuels	0.190	-11.8	-0.025	1.65	L-Sep. 2023	-5.6
Fuel oil	0.131	-14.7	-0.022	2.30	L-Sep. 2023	-5.1
Propane, kerosene, and firewood(8)	0.059	-5.0	-0.003	1.75	L-Apr. 2023	-3.5
Motor fuel	3.283	-2.3	-0.076	0.54	L-Sep. 2023	2.7
Gasoline (all types)	3.194	-1.9	-0.061	0.55	L-Sep. 2023	3.0
Gasoline, unleaded regular(5)		-2.2		0.88	L-Sep. 2023	3.0
Gasoline, unleaded midgrade(5)(9)		-0.8		0.96	L-Sep. 2023	3.4
Gasoline, unleaded premium(5)		-0.1		0.95	L-Sep. 2023	3.0
Other motor fuels(4)	0.090	-15.2	-0.016	0.77	L-Oct. 2023	-11.8
Energy services	3.267	-1.1	-0.038	0.83	S-Oct. 2023	-2.3
Electricity	2.522	3.3	0.084	1.16	S-Oct. 2023	2.4
Utility (piped) gas service	0.745	-13.8	-0.122	1.15	S-Oct. 2023	-15.8
All items less food and energy	79.836	3.9	3.126	0.13	S-May 2021	3.8
Commodities less food and energy commodities	20.781	0.2	0.037	0.22	L-Aug. 2023	0.2
Household furnishings and supplies(10)	4.230	-0.9	-0.042	0.58	S-Jun. 2018	-1.2
Window and floor coverings and other linens(4)	0.291	-3.1	-0.010	2.38	L-Sep. 2023	-1.3
Floor coverings(4)	0.082	0.9	0.001	3.67	L-Oct. 2023	1.1

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Window coverings(4)	0.075	5.6	0.004	4.81	S-Oct. 2023	5.4
Other linens(4)	0.133	-9.3	-0.015	3.57	L-Sep. 2023	-3.6
Furniture and bedding	1.113	-4.3	-0.051	1.48	S-Sep. 2023	-5.4
Bedroom furniture	0.367	-1.7	-0.007	1.94	S-Sep. 2023	-2.0
Living room, kitchen, and dining room furniture(4)	0.541	-6.0	-0.035	2.32	S-Sep. 2023	-6.6
Other furniture(4)	0.199	-4.0	-0.008	2.83	S-Sep. 2023	-8.1
Appliances(4)	0.265	-4.0	-0.011	1.60	S-Jan. 2017	-4.3
Major appliances(4)	0.093	-10.3	-0.011	3.05	L-Oct. 2023	-9.6
Laundry equipment(5)		-13.6		2.53	S-Sep. 2023	-13.6
Other appliances(4)	0.171	0.0	0.000	1.96	S-Aug. 2018	-0.3
Other household equipment and furnishings(4)	0.551	-1.1	-0.006	1.93	L-Oct. 2023	-0.9
Clocks, lamps, and decorator items	0.304	-1.0	-0.003	3.33	L-Sep. 2023	0.0
Indoor plants and flowers(11)	0.129	1.8	0.002	1.84	S-Aug. 2023	1.4
Dishes and flatware(4)	0.038	-2.0	-0.001	3.50	L-Jul. 2023	-0.9
Nonelectric cookware and tableware(4)	0.079	-5.5	-0.005	2.19	S-Jun. 2020	-5.7
Tools, hardware, outdoor equipment and supplies(4)	1.050	0.9	0.010	1.32	S-Mar. 2020	0.4
Tools, hardware and supplies(4)	0.267	1.0	0.003	1.71	S-Aug. 2020	1.0
Outdoor equipment and supplies(4)	0.550	1.2	0.007	1.65	S-Apr. 2021	1.0
Housekeeping supplies	0.960	2.8	0.027	0.80	S-Dec. 2021	2.1
Household cleaning products(4)	0.326	3.8	0.012	1.17	L-Oct. 2023	4.6
Household paper products(4)	0.177	2.7	0.005	1.35	S-Nov. 2021	2.6
Miscellaneous household products(4)	0.457	2.1	0.010	1.41	S-Dec. 2021	1.8
Apparel	2.464	1.0	0.024	0.80	S-Mar. 2021	-2.5
Men's and boys' apparel	0.646	1.3	0.009	1.45	S-Nov. 2022	1.3
Men's apparel	0.478	1.8	0.008	1.65	S-Jun. 2021	1.5
Men's suits, sport coats, and outerwear	0.064	-6.0	-0.004	4.48	S-Jul. 2021	-6.1
Men's underwear, nightwear, swimwear, and accessories	0.175	3.3	0.006	1.84	S-Mar. 2023	3.2
Men's shirts and sweaters(4)	0.119	3.8	0.004	3.58	S-Jul. 2023	3.2
Men's pants and shorts	0.111	2.0	0.002	2.80	S-Feb. 2023	0.2
Boys' apparel	0.167	0.2	0.000	2.56	S-Jan. 2023	-1.0
Women's and girls' apparel	1.004	0.6	0.006	1.46	L-Oct. 2023	1.3
Women's apparel	0.842	1.5	0.013	1.64	L-Oct. 2023	1.6
Women's outerwear	0.047	2.7	0.001	3.41	S-Feb. 2023	-0.4
Women's dresses	0.093	0.5	0.000	3.22	L-Sep. 2023	1.0
Women's suits and separates(4)	0.380	0.4	0.001	2.03	L-Oct. 2023	2.8
Women's underwear, nightwear, swimwear, and accessories(4)	0.311	3.1	0.010	3.55	L-Aug. 2023	4.4
Girls' apparel	0.162	-4.3	-0.007	3.35	S-Jan. 2022	-4.3
Footwear	0.501	0.7	0.004	1.11	-	-
Men's footwear	0.183	1.3	0.002	1.63	L-Nov. 2022	2.4
Boys' and girls' footwear	0.117	-2.0	-0.002	2.71	S-Mar. 2021	-4.7
Women's footwear	0.200	1.9	0.004	1.66	L-Sep. 2023	2.1
Infants' and toddlers' apparel	0.100	1.2	0.001	3.96	S-Aug. 2021	-1.4
Jewelry and watches(8)	0.213	2.2	0.005	2.61	L-Oct. 2023	3.1
Watches(8)	0.036	0.4	0.000	4.24	L-Jul. 2023	0.9

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Jewelry(8)	0.177	2.5	0.005	3.21	L-Oct. 2023	3.7
Transportation commodities less motor fuel(10)	7.473	0.0	0.003	0.30	L-May 2023	0.1
New vehicles	4.222	1.0	0.044	0.63	S-Sep. 2020	1.0
New cars(5)		0.4		1.00	S-Jun. 2020	0.1
New trucks(5)(12)		1.1		0.94	S-Sep. 2020	1.0
Used cars and trucks	2.544	-1.3	-0.035	0.12	L-Oct. 2022	2.0
Motor vehicle parts and equipment	0.467	-1.2	-0.006	1.28	L-Oct. 2023	-1.0
Tires	0.316	-1.1	-0.004	1.35	L-Oct. 2023	-0.6
Vehicle accessories other than tires(4)	0.151	-1.4	-0.002	2.38	S-Oct. 2023	-1.7
Vehicle parts and equipment other than tires(5)		-0.8		2.81	S-Oct. 2023	-1.3
Motor oil, coolant, and fluids(5)		-3.3		2.06	L-Sep. 2023	-0.3
Medical care commodities	1.475	4.7	0.069	0.62	S-Oct. 2023	4.7
Medicinal drugs(10)	1.361	4.8	0.064	0.64	S-Oct. 2023	4.6
Prescription drugs	0.947	3.3	0.031	0.64	S-Oct. 2023	3.1
Nonprescription drugs(10)	0.414	8.3	0.033	1.49	L-Sep. 2023	8.4
Medical equipment and supplies(10)	0.114	4.1	0.005	1.66	S-Apr. 2022	3.9
Recreation commodities(10)	2.202	-1.2	-0.028	0.62	S-Oct. 2020	-1.3
Video and audio products(10)	0.262	-6.5	-0.018	1.07	S-Feb. 2023	-6.9
Televisions	0.125	-10.3	-0.015	1.13	S-Sep. 2023	-10.3
Other video equipment(4)	0.015	-2.8	0.000	2.94	L-Jul. 2023	-0.6
Audio equipment	0.053	-6.4	-0.004	2.97	S-Oct. 2021	-7.3
Recorded music and music subscriptions(4)	0.059	0.2	0.000	1.26	S-Sep. 2022	-1.2
Pets and pet products	0.663	3.1	0.020	1.06	L-Oct. 2023	3.5
Pet food(4)(5)		5.1		1.44	S-Feb. 2022	3.7
Purchase of pets, pet supplies, accessories(4)(5)		0.1		1.87	L-Sep. 2023	0.1
Sporting goods	0.728	-2.5	-0.019	1.29	S-May 2017	-3.2
Sports vehicles including bicycles	0.419	-2.6	-0.011	2.06	S-Aug. 2016	-3.1
Sports equipment	0.301	-2.4	-0.008	1.60	S-Oct. 2023	-2.5
Photographic equipment and supplies	0.022	6.4	0.001	3.12	S-Sep. 2023	-0.9
Photographic equipment(4)(5)		6.4		4.24	S-Sep. 2023	-1.8
Recreational reading materials	0.111	0.4	0.000	1.71	S-Oct. 2023	0.2
Newspapers and magazines(4)	0.060	1.6	0.001	2.69	L-May 2023	4.6
Recreational books(4)	0.051	-1.1	-0.001	2.26	S-Aug. 2023	-1.8
Other recreational goods(4)	0.416	-2.8	-0.012	1.45	S-Feb. 2021	-2.8
Toys	0.328	-4.5	-0.016	1.66	S-Oct. 2020	-4.8
Toys, games, hobbies and playground equipment(4)(5)		-4.5		2.97	S-Aug. 2020	-4.8
Sewing machines, fabric and supplies(4)	0.024	10.6	0.003	3.77	S-Oct. 2023	5.0
Music instruments and accessories(4)	0.052	3.9	0.002	1.91	S-Jan. 2023	3.6
Education and communication commodities(10)	0.838	-7.2	-0.067	1.55	L-Oct. 2023	-7.1
Educational books and supplies	0.091	-3.6	-0.004	2.75	L-Oct. 2023	-3.2
College textbooks(5)(13)		-4.9		2.11	L-Oct. 2023	-4.7
Information technology commodities(10)	0.747	-7.6	-0.064	1.94	L-Oct. 2023	-7.6

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Computers, peripherals, and smart home assistants(6)	0.351	-3.6	-0.013	3.10	L-Oct. 2022	-3.1
Computer software and accessories(4)	0.021	-9.9	-0.002	3.17	S-Aug. 2023	-10.2
Telephone hardware, calculators, and other consumer information items(4)	0.375	-10.9	-0.048	2.23	L-Oct. 2023	-8.7
Smartphones(5)(14)		-14.4		3.27	S-Sep. 2023	-15.4
Alcoholic beverages	0.837	2.5	0.021	0.56	S-Dec. 2021	2.3
Alcoholic beverages at home	0.502	1.2	0.006	0.65	S-Dec. 2021	1.2
Beer, ale, and other malt beverages at home	0.194	1.9	0.004	0.85	S-Jan. 2022	1.8
Distilled spirits at home	0.086	0.8	0.001	0.64	S-Oct. 2022	0.5
Whiskey at home(5)		1.1		1.47	S-May 2023	1.1
Distilled spirits, excluding whiskey, at home(5)		0.7		1.03	L-Oct. 2023	1.2
Wine at home	0.223	0.7	0.002	1.04	L-Oct. 2023	1.1
Alcoholic beverages away from home	0.335	4.6	0.015	1.01	S-Feb. 2022	4.5
Beer, ale, and other malt beverages away from home(4)(5)		4.8		1.15	S-Jul. 2023	4.5
Wine away from home(4)(5)		4.5		1.11	S-Feb. 2022	4.1
Distilled spirits away from home(4)(5)		5.2		1.24	S-Mar. 2023	5.1
Other goods(10)	1.263	4.6	0.057	0.49	S-Jan. 2022	4.3
Tobacco and smoking products	0.515	7.8	0.038	0.73	L-Sep. 2022	8.2
Cigarettes(4)	0.428	7.8	0.032	0.72	S-Oct. 2023	7.6
Tobacco products other than cigarettes(4)	0.080	7.8	0.006	1.50	L-May 2010	8.0
Personal care products	0.605	3.3	0.019	0.66	S-May 2022	2.8
Hair, dental, shaving, and miscellaneous personal care products(4)	0.320	5.1	0.016	0.81	S-May 2022	4.4
Cosmetics, perfume, bath, nail preparations and implements	0.273	1.2	0.003	0.99	S-May 2022	1.0
Miscellaneous personal goods(4)	0.143	-0.9	-0.001	2.04	S-Jun. 2021	-1.9
Stationery, stationery supplies, gift wrap(5)		-0.1		3.36	S-May 2021	-1.2
Services less energy services	59.055	5.3	3.089	0.16	S-May 2022	5.2
Shelter	35.170	6.2	2.117	0.23	S-Aug. 2022	6.2
Rent of shelter(15)	34.795	6.2	2.103	0.24	S-Jul. 2022	5.8
Rent of primary residence	7.714	6.5	0.487	0.21	S-Jul. 2022	6.3
Lodging away from home(4)	1.063	0.2	0.002	2.31	S-Mar. 2021	-6.4
Housing at school, excluding board(15)	0.163	3.9	0.006	0.31	L-Sep. 2023	3.9
Other lodging away from home including hotels and motels	0.900	-0.5	-0.004	2.63	S-Mar. 2021	-7.6
Owners' equivalent rent of residences(15)	26.018	6.3	1.614	0.24	S-Aug. 2022	6.3
Owners' equivalent rent of primary residence(15)	24.598	6.3	1.525	0.24	S-Aug. 2022	6.3
Tenants' and household insurance(4)	0.375	3.6	0.013	0.68	L-Apr. 2015	4.5
Water and sewer and trash collection services(4)	1.073	5.2	0.055	0.37	S-Sep. 2023	5.2

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Water and sewerage maintenance	0.765	4.7	0.035	0.44	S-Sep. 2023	4.6
Garbage and trash collection(12)	0.308	6.5	0.020	0.80	S-Oct. 2023	6.5
Household operations(4)						
Domestic services(4)						
Gardening and lawncare services(4)						
Moving, storage, freight expense(4)	0.101	-3.4	-0.004	3.46	S-Oct. 2023	-3.8
Repair of household items(4)						
Medical care services	6.374	-0.5	-0.032	0.39	L-May 2023	-0.1
Professional services	3.529	1.4	0.049	0.52	L-Aug. 2023	1.9
Physicians' services	1.777	-0.6	-0.012	0.85	L-Sep. 2023	-0.2
Dental services	0.925	5.0	0.046	1.14	L-Aug. 2023	5.3
Eyeglasses and eye care(8)	0.312	2.4	0.007	0.94	S-Oct. 2023	0.7
Services by other medical professionals(8)	0.514	1.4	0.008	2.53	L-Dec. 2022	2.1
Hospital and related services	2.308	5.6	0.127	0.49	S-Oct. 2023	5.6
Hospital services(16)	1.968	5.5	0.108	0.52	S-Sep. 2023	4.5
Inpatient hospital services(5) (16)		4.9		1.01	S-Sep. 2023	3.8
Outpatient hospital services(5) (8)		6.7		0.87	S-Sep. 2023	6.1
Nursing homes and adult day services(16)	0.189	4.9	0.009	0.63	S-Sep. 2023	4.8
Care of invalids and elderly at home(7)	0.151	6.7	0.010	1.24	L-Oct. 2023	6.9
Health insurance(7)	0.537	-27.1	-0.208	0.40	L-Jun. 2023	-24.9
Transportation services	6.127	9.7	0.556	0.68	S-Oct. 2023	9.2
Leased cars and trucks(13)						
Car and truck rental(4)	0.113	-12.1	-0.015	2.36	S-Jun. 2023	-12.4
Motor vehicle maintenance and repair	1.145	7.1	0.078	0.90	S-May 2022	6.1
Motor vehicle body work	0.057	4.1	0.002	1.25	L-Sep. 2023	5.9
Motor vehicle maintenance and servicing	0.587	5.0	0.029	1.22	S-May 2022	4.8
Motor vehicle repair(4)	0.442	10.3	0.043	1.70	S-Jul. 2022	8.7
Motor vehicle insurance	2.874	20.3	0.509	1.06	L-Dec. 1976	22.4
Motor vehicle fees(4)	0.488	2.7	0.013	0.71	L-Oct. 2023	2.9
State motor vehicle registration and license fees(4)	0.274	2.2	0.006	0.62	L-Jul. 2023	2.4
Parking and other fees(4)	0.193	3.3	0.007	1.03	L-Oct. 2023	4.4
Parking fees and tolls(4)(5)		3.9		1.37	S-Aug. 2023	3.3
Public transportation	0.736	-6.9	-0.055	1.43	L-Apr. 2023	0.3
Airline fares	0.543	-9.4	-0.055	2.20	L-Apr. 2023	-0.9
Other intercity transportation	0.047	-3.0	-0.001	1.61	S-Jun. 2022	-4.3
Ship fare(4)(5)		6.2		2.38	S-May 2023	2.6
Intracity transportation	0.142	1.5	0.002	1.93	S-Aug. 2023	-0.2
Intracity mass transit(5)(10)		2.5		0.54	S-Sep. 2023	2.3
Recreation services(10)	3.125	5.6	0.175	0.48	L-Oct. 2023	5.7
Video and audio services(10)	0.994	5.3	0.052	0.65	L-Sep. 2023	6.3
Cable, satellite, and live streaming television service(12)	0.878	5.6	0.048	0.60	L-Sep. 2023	6.6
Purchase, subscription, and rental of video(4)	0.116	3.1	0.004	4.14	L-Oct. 2023	3.1

Expenditure category	Relative importance Nov. 2023	Twelve Month				
		Unadjusted percent change Dec. 2022- Dec. 2023	Unadjusted effect on All Items Dec. 2022- Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) unadjusted change since: (3)	
					Date	Percent change
Video discs and other media(4)(5)		9.6		5.83	L-Feb. 2023	11.2
Subscription and rental of video and video games(4)(5)		2.0		1.58	S-Jan. 2022	1.3
Pet services including veterinary(4)	0.552	7.6	0.041	0.97	L-Aug. 2023	8.5
Pet services(4)(5)		0.7		1.28	S-Apr. 2018	0.7
Veterinarian services(4)(5)		10.8		1.62	L-Jun. 2023	11.4
Photographers and photo processing(4)	0.039	6.2	0.002	2.07	L-Oct. 2023	6.3
Other recreation services(4)	1.537	5.2	0.080	0.79	L-Oct. 2023	5.6
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees(4)	0.663	2.9	0.019	0.64	L-Sep. 2023	4.0
Admissions	0.453	8.4	0.037	1.82	L-Oct. 2023	10.9
Admission to movies, theaters, and concerts(4)(5)		5.7		1.37	L-Jun. 2023	6.2
Admission to sporting events(4)(5)		14.9		7.63	S-Aug. 2023	7.2
Fees for lessons or instructions(8)	0.187	6.6	0.012	1.10	S-Sep. 2023	6.4
Education and communication services(10)	4.805	1.3	0.063	0.18	S-Oct. 2022	1.3
Tuition, other school fees, and childcare	2.157	2.7	0.058	0.28	-	-
College tuition and fees	1.171	1.2	0.015	0.41	S-Aug. 2021	0.8
Elementary and high school tuition and fees	0.312	4.9	0.015	0.34	-	-
Day care and preschool(11)	0.574	4.5	0.026	0.54	-	-
Technical and business school tuition and fees(4)	0.026	2.0	0.001	1.19	S-Oct. 2023	1.8
Postage and delivery services(4)	0.072	0.7	0.000	0.66	S-Jan. 2017	0.2
Postage	0.061	-0.1	0.000	0.70	-	-
Delivery services(4)	0.011	5.1	0.001	1.53	S-Sep. 2023	4.2
Telephone services(4)	1.598	-1.9	-0.031	0.17	S-Mar. 2019	-1.9
Wireless telephone services(4)	1.356	-3.0	-0.043	0.17	S-Jul. 2019	-3.0
Residential telephone services(10)	0.243	4.8	0.012	0.91	L-Oct. 2023	5.5
Internet services and electronic information providers(4)	0.971	3.7	0.036	0.58	-	-
Other personal services(10)	1.474	6.4	0.092	0.51	L-Oct. 2023	6.7
Personal care services	0.608	3.7	0.023	0.87	S-May 2020	3.5
Haircuts and other personal care services(4)	0.608	3.7	0.023	0.87	S-May 2020	3.5
Miscellaneous personal services	0.866	8.3	0.069	0.55	L-Sep. 2023	8.3
Legal services(8)						
Funeral expenses(8)	0.170	4.7	0.008	0.46	S-Oct. 2023	4.7
Laundry and dry cleaning services(4)	0.144	5.2	0.007	1.28	-	-
Apparel services other than laundry and dry cleaning(4)	0.027	4.8	0.001	1.84	S-Nov. 2021	2.7
Financial services(8)	0.183	8.4	0.015	1.18	L-Jul. 2023	9.3
Checking account and other bank services(4)(5)		4.5		1.96	L-Feb. 2022	10.0
Tax return preparation and other accounting fees(4)(5)						

Expenditure category	Relative importance Nov. 2023	Twelve Month				
		Unadjusted percent change Dec. 2022- Dec. 2023	Unadjusted effect on All Items Dec. 2022- Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) unadjusted change since: (3)	
					Date	Percent change
Special aggregate indexes						
All items less food	86.576	3.5	2.986	0.14	L-Sep. 2023	3.7
All items less shelter	64.830	1.9	1.235	0.13	L-Sep. 2023	2.0
All items less food and shelter	51.406	1.7	0.869	0.15	L-Apr. 2023	2.3
All items less food, shelter, and energy	44.666	2.2	1.009	0.15	L-Aug. 2023	2.2
All items less food, shelter, energy, and used cars and trucks	42.122	2.5	1.044	0.16	S-Mar. 2021	1.2
All items less medical care	92.151	3.6	3.316	0.13	L-Oct. 2023	3.6
All items less energy	93.259	3.8	3.492	0.12	S-May 2021	3.5
Commodities	37.678	0.8	0.302	0.14	L-Sep. 2023	1.4
Commodities less food, energy, and used cars and trucks	18.237	0.4	0.072	0.26	S-Feb. 2021	0.2
Commodities less food	24.254	-0.3	-0.064	0.19	L-Sep. 2023	0.2
Commodities less food and beverages	23.417	-0.4	-0.086	0.20	L-Sep. 2023	0.1
Services	62.322	5.0	3.051	0.18	S-Feb. 2022	4.8
Services less rent of shelter(15)	27.528	3.4	0.947	0.21	S-Oct. 2023	3.0
Services less medical care services	55.948	5.6	3.083	0.19	S-Apr. 2022	5.6
Durables	12.121	-1.2	-0.157	0.30	L-Jun. 2023	-0.8
Nondurables	25.557	1.8	0.459	0.16	L-Sep. 2023	3.2
Nondurables less food	12.133	0.8	0.093	0.26	L-Sep. 2023	2.7
Nondurables less food and beverages	11.296	0.6	0.071	0.28	L-Sep. 2023	2.6
Nondurables less food, beverages, and apparel	8.832	0.5	0.047	0.32	L-Sep. 2023	2.6
Nondurables less food and apparel	9.669	0.7	0.069	0.28	L-Sep. 2023	2.8
Housing	44.837	4.8	2.130	0.22	S-Nov. 2021	4.8
Education and communication(4)	5.643	-0.1	-0.005	0.28	-	-
Education(4)	2.248	2.4	0.054	0.29	-	-
Communication(4)	3.395	-1.7	-0.059	0.41	-	-
Information and information processing(4)	3.323	-1.7	-0.059	0.41	-	-
Information technology, hardware and services(17)	1.725	-1.6	-0.028	0.81	L-Oct. 2023	-1.0
Recreation(4)	5.327	2.7	0.147	0.38	L-Oct. 2023	3.2
Video and audio(4)	1.256	2.7	0.034	0.59	L-Oct. 2023	3.1
Pets, pet products and services(4)	1.216	5.1	0.061	0.70	L-Oct. 2023	5.2
Photography(4)	0.063	6.3	0.004	1.76	S-Sep. 2023	3.7
Food and beverages	14.261	2.7	0.387	0.19	S-Jun. 2021	2.4
Domestically produced farm food	7.156	1.2	0.090	0.30	S-Jun. 2021	0.9
Other services	9.404	3.5	0.329	0.20	L-Oct. 2023	4.1
Apparel less footwear	1.963	1.0	0.020	1.00	S-Mar. 2021	-3.2
Fuels and utilities	4.531	-0.2	-0.009	0.62	S-Oct. 2023	-1.3
Household energy	3.457	-1.7	-0.064	0.80	S-Oct. 2023	-3.2
Medical care	7.849	0.5	0.037	0.34	L-May 2023	0.7
Transportation	16.883	2.9	0.483	0.30	L-Jan. 2023	3.8
Private transportation	16.147	3.4	0.537	0.29	L-Nov. 2022	7.1
New and used motor vehicles(4)	7.889	0.2	0.019	0.35	L-May 2023	1.4
Utilities and public transportation	7.554	-0.3	-0.021	0.41	S-Oct. 2023	-0.5
Household furnishings and operations	5.136	0.4	0.023	0.49	S-Jun. 2018	0.3
Other goods and services	2.737	5.5	0.148	0.33	S-Mar. 2022	5.5
Personal care	2.222	5.0	0.110	0.36	S-Jan. 2022	4.3

Expenditure category	Relative importance Nov. 2023	Twelve Month				
		Unadjusted percent change Dec. 2022- Dec. 2023	Unadjusted effect on All Items Dec. 2022- Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) unadjusted change since: (3)	
					Date	Percent change

Footnotes

(1) The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that year the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

(2) A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 2.6 percent, and its standard error was 0.25 percent, the margin of error on this item's 12-month percent change would be 2.6 percent, plus or minus 0.5 percent.

(3) If the current 12-month percent change is greater than the previous published 12-month percent change, then this column identifies the closest prior month with a 12-month percent change as (L)arge as or (L)arger than the current 12-month change. If the current 12-month percent change is smaller than the previous published 12-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 12-month percent changes are equal, a dash will appear. Standard numerical comparison is used. For example, 2.0% is greater than 0.6%, -4.4% is less than -2.0%, and -2.0% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

(4) Indexes on a December 1997=100 base.

(5) Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

(6) Indexes on a December 2007=100 base.

(7) Indexes on a December 2005=100 base.

(8) Indexes on a December 1986=100 base.

(9) Indexes on a December 1993=100 base.

(10) Indexes on a December 2009=100 base.

(11) Indexes on a December 1990=100 base.

(12) Indexes on a December 1983=100 base.

(13) Indexes on a December 2001=100 base.

(14) Indexes on a December 2019=100 base.

(15) Indexes on a December 1982=100 base.

(16) Indexes on a December 1996=100 base.

(17) Indexes on a December 1988=100 base.

Last Modified Date: January 12, 2024

U.S. BUREAU OF LABOR STATISTICS Division of Consumer Prices and Price Indexes Suite 3130 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-7000_ www.bls.gov/CPI [Contact CPI](#)

RESOLUTION NO. ____

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY: (1) SETTING THE WATER RATES FOR RESIDENTIAL AND COMMERCIAL USE, BOTH INSIDE AND OUTSIDE THE CITY LIMITS, PURSUANT TO SUBSECTIONS (a) AND (b), SECTION 26-26, ARTICLE II, CHAPTER 26 OF THE CITY CODE; AND (2) SETTING THE SANITARY SEWER RATES FOR RESIDENTIAL AND COMMERCIAL USE, BOTH INSIDE AND OUTSIDE THE CITY LIMITS, PURSUANT TO SUB-SECTIONS (b) AND (c), SECTION 26-27, ARTICLE II, CHAPTER 26 OF THE CODE OF THE CITY OF SHAWNEE.

WHEREAS, The City, through the passage of Ordinance No. 2599NS, has adopted a City Fee Schedule as a part of the Code of the City of Shawnee, Oklahoma that contains the description of various fees administered by the City;

WHEREAS, pursuant to Ordinance No. 2599NS, Subsequent versions, adoptions, and updates of the City Fee Schedule shall be accomplished by resolution of the City Commission;

WHEREAS, Part II, Chapter 26, Article II, Sections 26-26 provides for the setting, and updating, of municipal water rates from time to time by resolution of the City Commission, and that such rates shall be described in the City Fee Schedule;

WHEREAS, Part II, Chapter 26, Article II, Section 26-27 provides for the setting, and updating, of municipal sewer rates from time to time by resolution of the City Commission, and that such rates shall be described in the City Fee Schedule;

WHEREAS, the City Commission wishes to update the City Fee Schedule in a manner described below so as to set the municipal water rates pursuant to Section 26-26, and to set the municipal sewer rates pursuant to Section 26-27.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1. Sub-Section (a), Section 26-26, Article II, Chapter 26 of the Code of the City of Shawnee provides that: The minimum charge for water used by consumers inside the city limits shall be in amount described in the City Fee Schedule adopted and updated from time to time by resolution of the City Commission.

Accordingly, the water rates listed in the City Fee Schedule, pursuant to, and associated with, Sub-Section (a), Section 26-26, Article II, Chapter 26 of the Code of the City of Shawnee, are hereby updated to read as follows:

(a) Water Rates: The minimum charge for water used by consumers inside the city limits:

RESIDENTIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$25.79
1,001—4,000	\$4.85
4,001—1,000,000	\$4.96
1,000,001—2,000,000	\$5.11
More than 2,000,000	\$5.22

COMMERCIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$32.24
1,001—4,000	\$4.85
4,001—1,000,000	\$4.96
1,000,001—2,000,000	\$5.11
More than 2,000,000	\$5.22

COMMERCIAL – INSIDE COMPOUND METER

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$32.24
1,001—4,000	\$4.85
4,001—1,000,000	\$4.96
1,000,001—2,000,000	\$5.11
More than 2,000,000	\$5.22

Section 2. That Sub-Section (b), Section 26-26, Article II, Chapter 26 of the Code of the City of Shawnee provides that: The rate to be charged for furnishing water for consumption outside the city limits shall be in amount as described in the city fee schedule adopted and updated from time to time by resolution by commission.

Accordingly, the water rates listed in the City Fee Schedule, pursuant to, and associated with, Sub-Section (b), Section 26-26, Article II, Chapter 26 of the Code of the City of Shawnee, are hereby updated to read as follows:

(b) Water Rates: The rate to be charged for furnishing water for consumption outside the city limits:

RESIDENTIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$29.98
1,001—4,000	\$7.28
4,001—1,000,000	\$7.47
1,000,001—2,000,000	\$7.65
More than 2,000,000	\$7.84

COMMERCIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$37.48
1,001—4,000	\$7.28
4,001—1,000,000	\$7.47
1,000,001—2,000,000	\$7.65
More than 2,000,000	\$7.84

Section 3. That Sub-Section (b), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee provides that: The charge for sanitary sewer use by consumers inside the city limits shall be in an amount as described in the City Fee Schedule adopted and updated from time to time by resolution of the City Commission.

Accordingly, the sewer rates listed in the City Fee Schedule, pursuant to, and associated with, Sub-Section (b), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee, are hereby updated to read as follows:

(b) Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits:

RESIDENTIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$16.81
Over 1,000	\$3.72

COMMERCIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$21.04
Over 1,000	\$3.62

Section 4. That Sub-Section (c), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee provides that: The charge for sanitary sewer use by consumers outside the city limits shall be in an amount as described in the city fee schedule and updated from time to time by resolution of the city commission.

Accordingly, the rates listed in the City Fee Schedule, pursuant to, and associated with, Sub-Section (c), Section 26-27, Article II, Chapter 26 of the Code are hereby updated to read as follows:

(c) The rate to be charged for furnishing water for consumption outside the city limits:

RESIDENTIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$25.24
Over 1,000	\$5.42

COMMERCIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$31.54
Over 1,000	\$5.42

Section 5. Annual review of rates and possible increases. City Staff shall annually, no later than December 31 of each calendar year, review the Consumer Price Index (CPI) through the United States Bureau of Labor Statistics, to measure the average change over time in the prices paid by consumers for utility services. Increases of the above listed rates for both residential and commercial accounts may be amended per CPI as of December 31 of the calendar year. Said rate increases will take effect on July 1 of the following calendar year. A Resolution will be presented to the Commission to update the City Fee Schedule of any rate changes.

Section 6. Adoption and Update of City Fee Schedule. That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit “A”). This Resolution updates and changes City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds, and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise re-adopted, for full force and effect, in the Code of the City of Shawnee.

Section 7. **Effective Date.** The effective date of the fee changes in this Resolution is July 1, 2024.

PASSED AND APPROVED this 18th day of March, 2024.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

DRAFT

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 26: UTILITIES						
Part II Chapter 26 Art I Sec 26-1 (c) and (d)	Utilities	Investor Owned Utilities	Franchise Tax + Current Sales Tax			
Part II Chapter 26 Art II Sec 26-26 (a)	Utilities	Water Rates: The minimum charge for water used by consumers inside the city limits: RESIDENTIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$25.79			
		1,001—4,000	\$4.85			
		4,001—1,000,000	\$4.96			
		1,000,001—2,000,000	\$5.11			
		More than 2,000,000	\$5.22			
	Utilities	Water Rates: The minimum charge for water used by consumers inside city limits: COMMERCIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$32.24			
		1,001—4,000	\$4.85			
		4,001—1,000,000	\$4.96			
		1,000,001—2,000,000	\$5.11			
		More than 2,000,000	\$5.22			
		Water Rates: The minimum charge for water used by consumers inside city limits: INSIDE COMPOUND METER:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$32.24			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		1,001—4,000	\$4.85			
		4,001—1,000,000	\$4.96			
		1,000,001—2,000,000	\$5.11			
		More than 2,000,000	\$5.22			
Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	Water Rates: The rate to be charged for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$29.98			
		1,001—4,000	\$7.28			
		4,001—1,000,000	\$7.47			
		1,000,001—2,000,000	\$7.65			
		More than 2,000,000	\$7.84			
		Water Rates: The rate to be charged for furnishing water for consumption outside the limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$37.48			
		1,001—4,000	\$7.28			
		4,001—1,000,000	\$7.47			
		1,000,001—2,000,000	\$7.65			
		More than 2,000,000	\$7.84			
Part II Chapter 26 Art II Sec 26-27 (b)	Utilities	Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		0—1,000	\$16.81			
		Over 1,000	\$3.72			
		Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits:				
		COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$21.04			
		Over 1,000	\$3.62			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for consumption outside the city limits:				
		RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$25.24			
		Over 1,000	\$5.42			
		The rate for furnishing water for consumption outside the city limits:				
		COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$31.54			
		Over 1,000	\$5.42			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	Septic Hauler Permit Fee	\$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Industrial Pretreatment Fees	RESERVED			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art II Sec 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 7	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-29 (a)(b)	Utilities	(Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (a)(b)	Utilities	(Non-Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (c)	Utilities	Excessive Strength Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (e)	Utilities	Toxic Pollutant Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (g)	Utilities	Charges for Extraneous Flows	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-59	Utilities	Furnishing to other premises: Resetting the Meter Fee	\$25			
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(1)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 1st Violation;		Warning		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(2)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 2nd Violation;		\$150 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(3)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 3rd Violation;		\$250 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(4)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 4th and Subsequent Violations		\$500 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-70	Utilities	Failure to Repair Water Leak: Maximum Fine		\$150		
Part II Chapter 26 Art III Div 1 Sec 26-70	Utilities	Failure to Repair Water Leak: Subsequent Fine for each day		\$25		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art III Div 1 Sec 26-71 (a)(2)	Utilities	Individual Water Well: Permit Fee	\$100			
Part II Chapter 26 Art III Div 1 Sec 26-72	Utilities	Fire hydrant meter for bulk water purchase: Refundable Deposit	\$1,100			
Part II Chapter 26 Art III Div 2 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 5/8" or 3/4"	\$300			
Part II Chapter 26 Art III Div 2 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1/2" or 3/4"	\$350			
Part II Chapter 26 Art III Div 2 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1.0" and over	\$450			
Part II Chapter 26 Art III Div 2 Sec 26-101(c)	Utilities	Transfer of Service Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-104	Utilities	Filling Swimming Pools	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-132 (a)	Utilities	Water Service Cash Deposit - Residential	\$75			
Part II Chapter 26 Art III Div 2 Sec 26-132 (c)	Utilities	Processing Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-133	Utilities	Water Service Cash Deposit - Commercial	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-134	Utilities	Water Meter Deposit	\$200			
Part II Chapter 26 Art III Div 2 Sec 26-135 (b)	Utilities	Temporary Service Charge	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-137	Utilities	Utility Deposit Amount Increase	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-171	Utilities	Water Meter Testing	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-173	Utilities	Meter Maintenance Fees:				
		Residential	\$6 per month			
		Commercial				
		Meter Size	Rate Per Month			
		3/4" Meter	\$6			
		5/8" Meter	\$6			
		1" Meter	\$6			
		1-1/2" Meter	\$7			
		2" Meter	\$9			
		3" Meter	\$13			
		4" Meter	\$17			
		5" Meter	\$21			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		6" Meter	\$25			
		8" Meter	\$34			
Part II Chapter 26 Art III Div 2 Sec 26-174	Utilities	Public Safety Fee	\$1.65			
Part II Chapter 26 Art III Div 3 Sec 26-202	Utilities	Late Payment Penalty	10 % of bill, minimum \$1.25			
Part II Chapter 26 Art III Div 4 Sec 26-231 (c)	Utilities	Removal, Plugging, Locking, and Resetting of City Water Meters: Fee	\$75			
Part II Chapter 26 Art III Div 4 Sec 26-231 (d)	Utilities	Administration Fee for Process of Disconnecting	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-231(e)	Utilities	Rescheduling Fee	\$25			
Part II Chapter 26 Art III Div 4 Sec 26-231(f)	Utilities	Cutoff Notice Fee	\$5			
Part II Chapter 26 Art III Div 4 Sec 26-231(g)	Utilities	After-Hours Connection Service Fee	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-233	Utilities	Dishonored Check Fee	\$35			
Part II Chapter 26 Art IV Div 1 Sec 26-264	Utilities	Sewers: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-265	Utilities	Falsifying Information: Maximum Fine		\$500		
Part II Chapter 26 Art IV Div 1 Sec 26-266 (h)	Utilities	Sewers: Citation: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-271 (c)	Utilities	Fees for dumping Septage (Section 26- 28)	RESERVED			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 4 inch pipe	\$375			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 6 inch pipe	\$500			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 8 inch pipe	\$1,000			
Part II Chapter 26 Art V Sec 26-437 (3)	Utilities	Change of Existing Service Fee:	\$20			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: First Occurrence	\$25			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: Subsequent Occurrences	\$50			



City Clerk Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 18, 2024
To: Board of City Commissioners
From: Lisa Lasyone, City Clerk
Subject: Consideration of a resolution updating the City Fee Schedule by setting the monthly rates and fees for solid waste services pursuant to Subsections (a), Section 23-38, Article II, Chapter 23 of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.

Background: The City entered into a contract with Central Disposal for solid waste collection, recycling, and disposal services on July 1, 2020. In the Request for Production, Section 9.6.1 of the *General and Special Provisions for Solid Waste Collection, Recycling and Disposal Services*, states:

Fees which may be charged by the CONTRACTOR for the second and subsequent period of the contract will be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services, as published by the U.S. Bureau of Labor Statistics. It is expressly understood and agreed that the maximum annual increase shall not exceed 3.5 percent (3.5%).

The Memorandum entered into between the City and Central Disposal on May 18, 2020, provides:

Thereafter, the Contract Rate shall be increased, yearly, in accordance with the percentage increase in the CPI ("Consumer Price Index") over the previous twelve (12) month period from 2020 (i.e. the difference, expressed as a percentage, between the value of the CPI in June, 2021, and the value of the CPI published in June, 2020). The new adjusted Contract Rate shall begin on July 1, of each year. If in any year the CPI decreases, the Contract Rate for that year shall remain flat (and shall not increase or decrease).

The City received a letter from Central Disposal, dated March 8, 2024, advising that they would exercise the right of the CPI clause at the rate of 3.5%, effective July 1, 2024.

Financial Impact: Estimated revenue of \$115,700 to Shawnee Municipal Authority Fund, Sanitation Service, 501-45030; estimated expense of \$108,300 from Shawnee Municipal Authority Fund, Utility Administration, Other Contractual Services, 501-5-1010-53390

Attachments: Central Disposal CIP 2024, Bureau of Labor Statistics CPI as of 12-2023, Sanitation Fees Resolution 2024, Chapter 23 - Exhibit A, Whole City Fee Schedule - Exhibit B

Staff Recommendation: Approval of this item

CENTRAL DISPOSAL

LOCALLY OWNED & OPERATED
Commercial • Residential • Roll-Off

March 8, 2024

Central Disposal, LLC plans to exercise the right of the CPI clause as stated on Page 14, Section 9.6.1 of the current Solid Waste Collection, Recycling and Disposal Services Request for Proposal dated March 2, 2020.

The Consumer Price Index referenced is the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services as published by the U.S. Bureau of Labor Statistics.

We are requesting an annual increase of 3.5% effective July 1, 2024. If you need additional information, do not hesitate to contact me.

Sincerely,



Jon-Mark Adcock
President
Central Hauling



Economic News Release



Consumer Price Index News Release

Transmission of material in this release is embargoed until 8:30 a.m. (ET) Thursday, January 11, 2024 USDL-24-0019

Technical information: (202) 691-7000 * cpi_info@bls.gov * www.bls.gov/cpi
Media contact: (202) 691-5902 * PressOffice@bls.gov

CONSUMER PRICE INDEX - DECEMBER 2023

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.3 percent in December on a seasonally adjusted basis, after rising 0.1 percent in November, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 3.4 percent before seasonal adjustment.

The index for shelter continued to rise in December, contributing over half of the monthly all items increase. The energy index rose 0.4 percent over the month as increases in the electricity index and the gasoline index more than offset a decrease in the natural gas index. The food index increased 0.2 percent in December, as it did in November. The index for food at home increased 0.1 percent over the month and the index for food away from home rose 0.3 percent.

The index for all items less food and energy rose 0.3 percent in December, the same monthly increase as in November. Indexes which increased in December include shelter, motor vehicle insurance, and medical care. The index for household furnishings and operations and the index for personal care were among those that decreased over the month.

The all items index rose 3.4 percent for the 12 months ending December, a larger increase than the 3.1-percent increase for the 12 months ending November. The all items less food and energy index rose 3.9 percent over the last 12 months, after rising 4.0 percent over the 12 months ending November. The energy index decreased 2.0 percent for the 12 months ending December, while the food index increased 2.7 percent over the last year.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Dec. 2023
	Jun. 2023	Jul. 2023	Aug. 2023	Sep. 2023	Oct. 2023	Nov. 2023	Dec. 2023	
All items	0.2	0.2	0.6	0.4	0.0	0.1	0.3	3.4
Food	0.1	0.2	0.2	0.2	0.3	0.2	0.2	2.7
Food at home	0.0	0.3	0.2	0.1	0.3	0.1	0.1	1.3
Food away from home(1)	0.4	0.2	0.3	0.4	0.4	0.4	0.3	5.2
Energy	0.6	0.1	5.6	1.5	-2.5	-2.3	0.4	-2.0
Energy commodities	0.8	0.3	10.5	2.3	-4.9	-5.8	-0.1	-2.9
Gasoline (all types)	1.0	0.2	10.6	2.1	-5.0	-6.0	0.2	-1.9
Fuel oil(1)	-0.4	3.0	9.1	8.5	-0.8	-2.7	-5.5	-14.7
Energy services	0.4	-0.1	0.2	0.6	0.5	1.7	0.9	-1.1
Electricity	0.9	-0.7	0.2	1.3	0.3	1.4	1.3	3.3
Utility (piped) gas service	-1.7	2.0	0.1	-1.9	1.2	2.8	-0.4	-13.8
All items less food and energy	0.2	0.2	0.3	0.3	0.2	0.3	0.3	3.9
Commodities less food and energy commodities	-0.1	-0.3	-0.1	-0.4	-0.1	-0.3	0.0	0.2
New vehicles	0.0	-0.1	0.3	0.3	-0.1	-0.1	0.3	1.0
Used cars and trucks	-0.5	-1.3	-1.2	-2.5	-0.8	1.6	0.5	-1.3
Apparel	0.3	0.0	0.2	-0.8	0.1	-1.3	0.1	1.0
Medical care commodities(1)	0.2	0.5	0.6	-0.3	0.4	0.5	-0.1	4.7
Services less energy services	0.3	0.4	0.4	0.6	0.3	0.5	0.4	5.3
Shelter	0.4	0.4	0.3	0.6	0.3	0.4	0.5	6.2
Transportation services	0.1	0.3	2.0	0.7	0.8	1.1	0.1	9.7
Medical care services	0.0	-0.4	0.1	0.3	0.3	0.6	0.7	-0.5

Footnotes
(1) Not seasonally adjusted.

Food

The food index rose 0.2 percent in December, as it did in November. The index for food at home increased 0.1 percent over the month, also the same as in the previous month. Four of the six major grocery store food group indexes increased over the month. The index for meats, poultry, fish, and eggs rose 0.5 percent in December, led by an 8.9-percent increase in the index for eggs. The index for other food at home rose 0.1 percent over the month, and the index for nonalcoholic beverages rose 0.2 percent. The index for dairy and related products rose 0.3 percent in December.

The cereals and bakery products index declined 0.3 percent over the month with the breakfast cereal index declining 2.4 percent, the largest decrease in that index since January 2007. The index for fruits and vegetables decreased 0.1 percent in December.

The food away from home index rose 0.3 percent in December, after rising 0.4 percent in November. The index for full service meals rose 0.3 percent and the index for limited service meals increased 0.4 percent over the month.

The food at home index rose 1.3 percent over the last 12 months. The index for other food at home rose 2.8 percent over the 12 months ending in December. The indexes for cereals and bakery products and nonalcoholic beverages both increased 2.6 percent, while the index for fruits and vegetables rose 0.3 percent. The dairy and related products index decreased 1.3 percent over the year, and the meats, poultry, fish, and eggs index fell 0.1 percent.

The index for food away from home rose 5.2 percent over the last year. The index for limited service meals rose 5.9 percent over the last 12 months, and the index for full service meals rose 4.5 percent over the same period.

Energy

The energy index rose 0.4 percent in December, after decreasing 2.3 percent in November. The gasoline index increased 0.2 percent in December, following a 6.0-percent decrease in the previous month. (Before seasonal adjustment, gasoline prices fell 5.8 percent in December.) The index for electricity increased 1.3 percent over the month.

In contrast, the natural gas index fell 0.4 percent over the month, after rising 2.8 percent the previous month. The fuel oil index decreased 5.5 percent in December.

The energy index fell 2.0 percent over the past 12 months. The gasoline index decreased 1.9 percent, the natural gas index declined 13.8 percent, and the fuel oil index fell 14.7 percent over this 12-month span. In contrast, the index for electricity rose 3.3 percent over the last year.

All items less food and energy

The index for all items less food and energy rose 0.3 percent in December, as it did in November. The shelter index increased 0.5 percent in December, after rising 0.4 percent the previous month, and was the largest factor in the monthly increase in the index for all items less food and energy. The index for owners' equivalent rent rose 0.5 percent over the month, while the index for rent increased 0.4 percent. The lodging away from home index also increased 0.4 percent in December.

The motor vehicle insurance index increased 1.5 percent in December, after increasing 1.0 percent the preceding month. The used cars and trucks index rose 0.5 percent over the month, after rising 1.6 percent in November. Among other indexes that rose in December were recreation, new vehicles, education, and airline fares.

The medical care index rose 0.6 percent in December, as it did in November. The index for hospital services increased 0.5 percent over the month and the index for physicians' services increased 0.2 percent. The prescription drugs index fell 0.4 percent in December.

The index for household furnishings and operations fell 0.4 percent in December, the same decrease as in November. The personal care index also decreased, falling 0.3 percent over the month.

The index for all items less food and energy rose 3.9 percent over the past 12 months. The shelter index increased 6.2 percent over the last year, accounting for over two thirds of the total increase in the all items less food and energy index. Other indexes with notable increases over the last year include motor vehicle insurance (+20.3 percent), recreation (+2.7 percent), personal care (+5.0 percent), and education (+2.4 percent).

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 3.4 percent over the last 12 months to an index level of 306.746 (1982-84=100). For the month, the index decreased 0.1 percent prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 3.3 percent over the last 12 months to an index level of 300.728 (1982-84=100). For the month, the index decreased 0.2 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 3.2 percent over the last 12 months. For the month, the index decreased 0.1 percent on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

The Consumer Price Index for January 2024 is scheduled to be released on Tuesday, February 13, 2024, at 8:30 a.m. (ET).

Changes to Used Cars and Trucks Methodology

With the release of January 2024 data, the CPI program plans to update the mileage adjustment applied to each sampled used vehicle in the used cars and trucks index. Historically, a single, stable mileage

amount estimated for a given make and model was applied to each sampled vehicle and was unchanged throughout the year. The assigned mileage amount will now be replaced with a monthly average mileage amount based on the age of the sampled used vehicle, and not the make and model. Each estimated price for a sampled used vehicle will still be adjusted for depreciation.

In addition, seasonally adjusted indexes as well as calculated seasonal adjustment factors will take the new methodology into account beginning in 2024. Revised seasonal factors are available at www.bls.gov/cpi/seasonal-adjustment/home.htm.

Details on the current method are available on the Measuring Price Change in the CPI: Used cars and trucks factsheet (www.bls.gov/cpi/factsheets/used-cars-and-trucks.htm). This factsheet will be updated on February 13, 2024, with the release of January 2024 data once this change takes effect.

Technical Note

Brief Explanation of the CPI

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents about 93 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for All Urban Consumers (C-CPI-U). The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents about 29 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visit, telephone call, web, or app collection by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107.

Sampling Error in the CPI

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1-month percent change is 0.03 percent for the U.S. all items CPI. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95 percent of these estimates will be within 0.06 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.14 and 0.26 percent. For the latest data, including information on how to use the estimates of standard error, see www.bls.gov/cpi/tables/variance-estimates/home.htm.

Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
Year I	112.500	225.000	110.000
Year II	121.500	243.000	128.000

Change in index points	9.000	18.000	18.000
Percent change	$9.0/112.500 \times 100 = 8.0$	$18.0/225.000 \times 100 = 8.0$	$18.0/110.000 \times 100 = 16.4$

Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. The factors are available at www.bls.gov/cpi/tables/seasonal-adjustment/seasonal-factors-2022.xlsx. For more information on data revision scheduling, please see the Factsheet on Seasonal Adjustment at www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm and the Timeline of Seasonal Adjustment Methodological Changes at www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm.

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year—such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for the time of year. The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually.

Intervention Analysis

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment (IASA) for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this "prior adjusted" data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced for January 2022, BLS adjusted 72 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels, electricity, and vehicles.

Revision of Seasonally Adjusted Indexes

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. For January 2022, revised seasonal factors and seasonally adjusted indexes for 2017 to 2021 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2021 will be applied to data for 2022 to produce the seasonally adjusted 2022 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

Determining Seasonal Status

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. For 2022, 22 of the 81 components of the U.S. city average all items index are seasonally adjusted.

Contact Information

For additional information about the CPI visit www.bls.gov/cpi or contact the CPI Information and Analysis Section at 202-691-7000 or cpi_info@bls.gov.

For additional information on seasonal adjustment in the CPI visit www.bls.gov/cpi/seasonal-adjustment/home.htm or contact the CPI seasonal adjustment section at 202-691-6968 or cpiseas@bls.gov.

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2023 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2023	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022	Nov. 2023	Dec. 2023	Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
All items	100.000	296.797	307.051	306.746	3.4	-0.1	0.0	0.1	0.3
Food	13.424	316.839	325.172	325.409	2.7	0.1	0.3	0.2	0.2
Food at home	8.553	299.089	303.224	303.005	1.3	-0.1	0.3	0.1	0.1
Cereals and bakery products	1.162	345.029	356.169	353.844	2.6	-0.7	0.2	0.5	-0.3
Meats, poultry, fish, and eggs	1.782	320.455	319.860	320.143	-0.1	0.1	0.7	-0.2	0.5
Dairy and related products	0.780	271.376	267.609	267.889	-1.3	0.1	0.3	0.1	0.3
Fruits and vegetables	1.468	349.134	350.736	350.250	0.3	-0.1	0.0	0.3	-0.1
Nonalcoholic beverages and beverage materials	1.030	210.324	215.604	215.872	2.6	0.1	-0.1	0.5	0.2
Other food at home	2.331	262.985	270.250	270.223	2.8	0.0	0.3	-0.1	0.1
Food away from home(1)	4.870	343.559	360.383	361.564	5.2	0.3	0.4	0.4	0.3
Energy	6.741	274.937	277.029	269.375	-2.0	-2.8	-2.5	-2.3	0.4
Energy commodities	3.473	297.625	306.419	288.953	-2.9	-5.7	-4.9	-5.8	-0.1
Fuel oil(1)	0.131	461.140	416.239	393.189	-14.7	-5.5	-0.8	-2.7	-5.5
Motor fuel	3.283	288.979	299.696	282.246	-2.3	-5.8	-4.9	-6.0	0.1
Gasoline (all types)	3.194	285.757	297.598	280.289	-1.9	-5.8	-5.0	-6.0	0.2
Energy services	3.267	263.825	259.944	260.877	-1.1	0.4	0.5	1.7	0.9
Electricity	2.522	260.548	267.545	269.170	3.3	0.6	0.3	1.4	1.3
Utility (piped) gas service	0.745	267.683	231.976	230.862	-13.8	-0.5	1.2	2.8	-0.4
All items less food and energy	79.836	300.113	311.606	311.907	3.9	0.1	0.2	0.3	0.3
Commodities less food and energy commodities	20.781	164.304	165.367	164.590	0.2	-0.5	-0.1	-0.3	0.0
Apparel	2.464	124.587	128.093	125.794	1.0	-1.8	0.1	-1.3	0.1
New vehicles	4.222	176.463	178.700	178.269	1.0	-0.2	-0.1	-0.1	0.3
Used cars and trucks	2.544	188.864	186.270	186.383	-1.3	0.1	-0.8	1.6	0.5
Medical care commodities(1)	1.475	391.809	410.847	410.365	4.7	-0.1	0.4	0.5	-0.1
Alcoholic beverages	0.837	280.755	287.731	287.873	2.5	0.0	0.2	-0.1	0.3
Tobacco and smoking products(1)	0.515	1,379.589	1,487.792	1,486.900	7.8	-0.1	1.9	1.1	-0.1
Services less energy services	59.055	384.906	404.143	405.338	5.3	0.3	0.3	0.5	0.4
Shelter	35.170	366.868	387.892	389.433	6.2	0.4	0.3	0.4	0.5
Rent of primary residence	7.714	385.649	408.838	410.606	6.5	0.4	0.5	0.5	0.4
Owners' equivalent rent of residences(2)	26.018	376.897	399.032	400.828	6.3	0.5	0.4	0.5	0.5
Medical care services	6.374	602.395	597.016	599.464	-0.5	0.4	0.3	0.6	0.7
Physicians' services(1)	1.777	415.611	412.011	412.930	-0.6	0.2	-1.0	0.6	0.2
Hospital services(1)(3)	1.968	383.150	402.222	404.407	5.5	0.5	1.1	0.1	0.5
Transportation services	6.127	373.598	411.892	409.749	9.7	-0.5	0.8	1.1	0.1
Motor vehicle maintenance and repair(1)	1.145	366.960	393.924	392.897	7.1	-0.3	0.2	0.3	-0.3
Motor vehicle insurance	2.874	648.771	768.249	780.284	20.3	1.6	1.9	1.0	1.5
Airline fares	0.543	268.519	257.222	243.348	-9.4	-5.4	-0.9	-0.4	1.0
Footnotes									
(1) Not seasonally adjusted.									
(2) Indexes on a December 1982=100 base.									
(3) Indexes on a December 1996=100 base.									

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2023

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
All items	100.000	3.4	-0.1	0.0	0.1	0.3
Food	13.424	2.7	0.1	0.3	0.2	0.2
Food at home	8.553	1.3	-0.1	0.3	0.1	0.1
Cereals and bakery products	1.162	2.6	-0.7	0.2	0.5	-0.3
Cereals and cereal products	0.359	0.4	-1.3	-0.3	0.4	-1.5
Flour and prepared flour mixes	0.060	2.2	-1.4	0.9	1.4	0.0
Breakfast cereal(1)	0.146	0.3	-2.4	0.6	0.8	-2.4
Rice, pasta, cornmeal	0.153	-0.3	-0.1	-0.7	-0.7	-0.1
Rice(1)(2)(3)		0.1	0.1	-0.9	0.4	0.1
Bakery products(1)	0.803	3.6	-0.4	0.3	0.2	-0.4
Bread(1)(2)	0.226	3.1	-0.3	1.0	-0.4	-0.3
White bread(1)(3)		2.7	0.2	1.0	-1.4	0.2
Bread other than white(1)(3)		3.6	-1.0	1.1	0.6	-1.0
Fresh biscuits, rolls, muffins(2)	0.121	4.1	-2.0	0.4	1.8	-1.4
Cakes, cupcakes, and cookies(1)	0.205	2.6	-0.2	-1.0	0.7	-0.2
Cookies(1)(3)		2.7	0.1	-1.1	0.2	0.1
Fresh cakes and cupcakes(1)(3)		3.8	-0.4	-0.3	1.0	-0.4
Other bakery products	0.251	4.4	0.2	0.7	0.9	0.4
Fresh sweetrolls, coffeecakes, doughnuts(1)(3)		3.1	0.2	1.5	0.2	0.2
Crackers, bread, and cracker products(3)		7.7	0.8	1.1	2.2	0.1
Frozen and refrigerated bakery products, pies, tarts, turnovers(3)		2.3	-0.9	0.7	0.6	0.2
Meats, poultry, fish, and eggs	1.782	-0.1	0.1	0.7	-0.2	0.5
Meats, poultry, and fish	1.670	2.3	-0.5	0.7	-0.4	0.0
Meats	1.044	3.6	-0.5	1.0	-0.4	0.2
Beef and veal	0.460	8.7	0.0	1.2	-0.3	0.2
Uncooked ground beef(1)	0.164	6.7	-0.7	1.5	-1.5	-0.7
Uncooked beef roasts(2)	0.061	8.9	-2.1	4.1	1.7	-1.7
Uncooked beef steaks(2)	0.189	11.2	1.4	0.5	-1.2	2.4
Uncooked other beef and veal(1)(2)	0.045	5.6	-1.1	0.8	1.6	-1.1
Pork	0.331	0.1	-1.4	1.3	-1.0	0.3
Bacon, breakfast sausage, and related products(2)	0.142	-0.8	-1.2	1.3	-1.1	-0.2
Bacon and related products(3)		1.6	-1.5	1.8	-2.1	0.3
Breakfast sausage and related products(2)(3)		-3.7	-0.5	0.1	0.5	-1.5
Ham	0.066	2.5	-2.4	0.5	-0.8	2.6
Ham, excluding canned(3)		2.5	-2.5	0.5	-1.2	2.9
Pork chops(1)	0.045	-0.4	-0.9	3.5	-2.4	-0.9
Other pork including roasts, steaks, and ribs(2)	0.079	-0.1	-1.2	1.5	-0.4	0.2

Footnotes

(1) Not seasonally adjusted.

(2) Indexes on a December 1997=100 base.

(3) Special index based on a substantially smaller sample.

(4) Indexes on a December 2007=100 base.

(5) Indexes on a December 2005=100 base.

(6) Indexes on a December 1986=100 base.

(7) Indexes on a December 1993=100 base.

(8) Indexes on a December 2009=100 base.

(9) Indexes on a December 1990=100 base.

(10) Indexes on a December 1983=100 base.

(11) Indexes on a December 2001=100 base.

(12) Indexes on a December 2019=100 base.

(13) Indexes on a December 1982=100 base.

(14) Indexes on a December 1996=100 base.

Expenditure category	Relative importance Nov. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Other meats	0.253	-0.2	0.0	0.4	0.1	-0.1
Frankfurters(3)		2.2	-0.1	2.0	0.7	0.3
Lunchmeats(1)(2)(3)		0.3	0.2	1.3	0.0	0.2
Poultry(1)	0.346	1.2	-0.4	0.3	-0.9	-0.4
Chicken(1)(2)	0.276	0.7	0.1	0.3	-0.4	0.1
Fresh whole chicken(1)(3)		3.1	-0.4	0.2	1.4	-0.4
Fresh and frozen chicken parts(1)(3)		0.0	0.5	0.2	-1.1	0.5
Other uncooked poultry including turkey(2)	0.070	3.3	-2.3	1.2	-0.1	-1.7
Fish and seafood	0.279	-1.4	-0.8	-0.1	0.4	-0.3
Fresh fish and seafood(1)(2)	0.134	-2.5	-1.0	0.0	-0.3	-1.0
Processed fish and seafood(2)	0.145	-0.5	-0.6	-0.4	0.2	-0.1
Shelf stable fish and seafood(3)		3.8	0.7	-1.0	1.8	1.1
Frozen fish and seafood(3)		-2.8	-1.9	-1.1	0.1	-0.9
Eggs(1)	0.113	-23.8	8.9	0.1	2.2	8.9
Dairy and related products	0.780	-1.3	0.1	0.3	0.1	0.3
Milk(2)	0.192	-1.8	0.5	1.0	0.0	0.5
Fresh whole milk(3)		-2.3	0.4	1.6	0.0	0.8
Fresh milk other than whole(2)(3)		-1.4	0.6	0.7	0.0	0.4
Cheese and related products(1)	0.237	-3.3	-0.2	0.5	-0.7	-0.2
Ice cream and related products	0.121	2.8	1.1	-1.4	0.8	1.0
Other dairy and related products(2)	0.229	-0.8	-0.5	0.4	-0.2	-0.1
Fruits and vegetables	1.468	0.3	-0.1	0.0	0.3	-0.1
Fresh fruits and vegetables	1.096	-0.5	-0.6	-0.3	1.0	-0.5
Fresh fruits	0.593	3.6	-0.6	0.5	1.6	0.3
Apples	0.075	-5.9	-0.1	-7.9	0.4	0.2
Bananas(1)	0.088	1.0	0.0	-0.1	-0.4	0.0
Citrus fruits(2)	0.179	5.4	-4.0	2.9	3.2	0.7
Oranges, including tangerines(3)		5.3	-5.4	3.1	3.1	0.7
Other fresh fruits(2)	0.251	6.4	1.3	3.4	0.4	1.6
Fresh vegetables	0.503	-4.8	-0.6	-1.3	0.3	-1.3
Potatoes	0.082	-2.8	-1.8	-2.7	4.6	-2.8
Lettuce	0.071	-16.7	-3.5	-1.1	-2.9	-4.0
Tomatoes	0.082	-7.2	1.2	-1.7	0.7	0.1
Other fresh vegetables	0.268	-1.0	0.0	-0.3	-0.4	0.0
Processed fruits and vegetables(2)	0.372	2.7	1.3	1.0	-1.4	0.9
Canned fruits and vegetables(2)	0.190	2.4	1.7	1.1	-0.8	1.4
Canned fruits(2)(3)		2.4	1.5	0.1	-0.2	0.9
Canned vegetables(2)(3)		2.1	1.1	1.7	-1.0	0.6

Footnotes

- (1) Not seasonally adjusted.
- (2) Indexes on a December 1997=100 base.
- (3) Special index based on a substantially smaller sample.
- (4) Indexes on a December 2007=100 base.
- (5) Indexes on a December 2005=100 base.
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- (13) Indexes on a December 1982=100 base.
- (14) Indexes on a December 1996=100 base.

Expenditure category	Relative importance Nov. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Frozen fruits and vegetables(2)	0.108	3.9	0.4	0.4	-2.2	0.5
Frozen vegetables(3)		6.1	0.4	0.0	-2.6	0.9
Other processed fruits and vegetables including dried(2)	0.073	1.7	1.6	1.5	-1.5	0.2
Dried beans, peas, and lentils(1)(2)(3)		-1.5	2.2	1.8	-2.3	2.2
Nonalcoholic beverages and beverage materials	1.030	2.6	0.1	-0.1	0.5	0.2
Juices and nonalcoholic drinks(2)	0.726	3.6	0.5	0.3	0.5	0.5
Carbonated drinks	0.304	2.9	0.5	0.9	1.5	0.6
Frozen noncarbonated juices and drinks(1)(2)	0.009	19.1	1.4	2.0	-1.2	1.4
Nonfrozen noncarbonated juices and drinks(2)	0.413	3.9	0.5	0.0	-0.1	0.2
Beverage materials including coffee and tea(2)	0.304	0.3	-0.8	-0.6	0.5	-0.8
Coffee	0.193	-1.6	-1.4	-0.6	0.4	-1.1
Roasted coffee(3)		-2.0	-1.1	-0.8	0.8	-1.0
Instant coffee(1)(3)		-0.5	-1.7	-1.1	0.2	-1.7
Other beverage materials including tea(1)(2)	0.111	3.7	0.2	-1.5	0.5	0.2
Other food at home	2.331	2.8	0.0	0.3	-0.1	0.1
Sugar and sweets(1)	0.306	5.2	0.2	-0.5	-0.1	0.2
Sugar and sugar substitutes	0.041	6.9	0.3	1.6	-1.5	1.1
Candy and chewing gum(1)(2)	0.195	5.5	0.3	-0.7	0.6	0.3
Other sweets(2)	0.070	3.4	0.0	-0.4	0.4	0.3
Fats and oils	0.255	2.3	0.8	2.3	0.5	1.0
Butter and margarine(2)	0.081	-2.8	-0.3	2.1	3.4	0.1
Butter(3)		-2.9	0.2	2.1	4.3	0.3
Margarine(1)(3)		-1.8	0.3	0.5	-2.0	0.3
Salad dressing(2)	0.060	3.0	0.8	1.7	-0.9	0.1
Other fats and oils including peanut butter(2)	0.114	5.8	1.5	2.3	-0.9	2.6
Peanut butter(1)(2)(3)		3.0	2.6	1.5	-2.1	2.6
Other foods	1.770	2.4	-0.2	0.1	-0.2	0.0
Soups	0.102	0.6	-0.1	0.1	1.2	-0.2
Frozen and freeze dried prepared foods	0.265	0.7	1.2	-0.7	-1.1	1.2
Snacks	0.372	2.0	-0.4	0.0	-1.0	0.2
Spices, seasonings, condiments, sauces	0.357	4.1	-0.4	1.2	0.0	0.0
Salt and other seasonings and spices(2)(3)		3.4	-1.6	1.7	0.2	-1.2
Olives, pickles, relishes(1)(2)(3)		3.3	-0.1	1.9	0.5	-0.1
Sauces and gravies(2)(3)		6.7	-0.1	0.7	0.9	0.3
Other condiments(3)		2.1	0.2	0.1	-1.8	-0.4
Baby food and formula(1)(2)	0.040	7.3	-0.5	1.0	-0.4	-0.5
Other miscellaneous foods(2)	0.636	2.4	-0.4	0.0	0.2	-0.5
Prepared salads(3)(4)		1.8	0.7	0.8	-1.6	0.3

Footnotes

- (1) Not seasonally adjusted.
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- (4) Indexes on a December 2007=100 base.
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Expenditure category	Relative importance Nov. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Food away from home⁽¹⁾	4.870	5.2	0.3	0.4	0.4	0.3
Full service meals and snacks⁽¹⁾⁽²⁾	2.324	4.5	0.3	0.3	0.5	0.3
Limited service meals and snacks⁽¹⁾⁽²⁾	2.272	5.9	0.4	0.5	0.4	0.4
Food at employee sites and schools⁽¹⁾⁽²⁾	0.076	3.3	-0.1	0.2	0.4	-0.1
Food at elementary and secondary schools⁽¹⁾⁽³⁾⁽⁵⁾		2.2	-0.1	0.1	0.0	-0.1
Food from vending machines and mobile vendors⁽¹⁾⁽²⁾	0.027	13.1	0.1	2.7	0.3	0.1
Other food away from home⁽¹⁾⁽²⁾	0.171	6.6	0.0	-0.9	0.3	0.0
Energy	6.741	-2.0	-2.8	-2.5	-2.3	0.4
Energy commodities	3.473	-2.9	-5.7	-4.9	-5.8	-0.1
Fuel oil and other fuels	0.190	-11.8	-3.6	-3.4	-2.2	-3.3
Fuel oil⁽¹⁾	0.131	-14.7	-5.5	-0.8	-2.7	-5.5
Propane, kerosene, and firewood⁽⁶⁾	0.059	-5.0	0.8	0.0	-0.3	-0.4
Motor fuel	3.283	-2.3	-5.8	-4.9	-6.0	0.1
Gasoline (all types)	3.194	-1.9	-5.8	-5.0	-6.0	0.2
Gasoline, unleaded regular⁽³⁾		-2.2	-5.9	-5.7	-7.0	0.2
Gasoline, unleaded midgrade⁽³⁾⁽⁷⁾		-0.8	-5.2	-3.2	-5.6	0.6
Gasoline, unleaded premium⁽³⁾		-0.1	-5.0	-3.1	-4.8	0.1
Other motor fuels⁽¹⁾⁽²⁾	0.090	-15.2	-6.1	-1.1	-4.2	-6.1
Energy services	3.267	-1.1	0.4	0.5	1.7	0.9
Electricity	2.522	3.3	0.6	0.3	1.4	1.3
Utility (piped) gas service	0.745	-13.8	-0.5	1.2	2.8	-0.4
All items less food and energy	79.836	3.9	0.1	0.2	0.3	0.3
Commodities less food and energy commodities	20.781	0.2	-0.5	-0.1	-0.3	0.0
Household furnishings and supplies⁽⁸⁾	4.230	-0.9	-0.5	-0.2	-0.7	-0.4
Window and floor coverings and other linens⁽²⁾	0.291	-3.1	1.8	-1.5	-1.0	2.6
Floor coverings⁽¹⁾⁽²⁾	0.082	0.9	2.1	0.1	-1.6	2.1
Window coverings⁽¹⁾⁽²⁾	0.075	5.6	0.1	1.2	0.3	0.1
Other linens⁽²⁾	0.133	-9.3	2.6	-4.3	-2.6	3.2
Furniture and bedding⁽¹⁾	1.113	-4.3	-1.2	1.4	-1.1	-1.2
Bedroom furniture⁽¹⁾	0.367	-1.7	-0.6	1.0	-1.0	-0.6
Living room, kitchen, and dining room furniture⁽¹⁾⁽²⁾	0.541	-6.0	-1.6	0.5	-1.0	-1.6
Other furniture⁽²⁾	0.199	-4.0	-1.4	4.3	-0.7	-1.7
Appliances⁽²⁾	0.265	-4.0	-0.4	-1.2	-1.0	-0.2
Major appliances⁽²⁾	0.093	-10.3	2.0	-2.0	-0.8	1.2
Laundry equipment⁽¹⁾⁽³⁾		-13.6	2.1	-5.0	-3.8	2.1
Other appliances⁽¹⁾⁽²⁾	0.171	0.0	-1.7	-1.4	-1.8	-1.7
Other household equipment and furnishings⁽²⁾	0.551	-1.1	-0.2	-1.1	-1.9	0.5

Footnotes

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- ⁽³⁾ Special index based on a substantially smaller sample.
- ⁽⁴⁾ Indexes on a December 2007=100 base.
- ⁽⁵⁾ Indexes on a December 2005=100 base.
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- ⁽¹²⁾ Indexes on a December 2019=100 base.
- ⁽¹³⁾ Indexes on a December 1982=100 base.
- ⁽¹⁴⁾ Indexes on a December 1996=100 base.

Expenditure category	Relative importance Nov. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Clocks, lamps, and decorator items(1)	0.304	-1.0	-0.3	-0.9	-3.3	-0.3
Indoor plants and flowers(9)	0.129	1.8	-0.5	1.3	0.7	-1.3
Dishes and flatware(1)(2)	0.038	-2.0	3.0	-1.1	-4.7	3.0
Nonelectric cookware and tableware(2)	0.079	-5.5	-1.1	-2.0	-0.2	-1.2
Tools, hardware, outdoor equipment and supplies(2)	1.050	0.9	-0.9	-1.1	-0.7	-0.4
Tools, hardware and supplies(2)	0.267	1.0	-0.2	-0.5	1.7	0.1
Outdoor equipment and supplies(2)	0.550	1.2	-1.4	-1.7	-1.8	-1.2
Housekeeping supplies(1)	0.960	2.8	0.0	0.3	-0.5	0.0
Household cleaning products(1)(2)	0.326	3.8	0.0	0.1	-0.7	0.0
Household paper products(1)(2)	0.177	2.7	0.7	0.2	-0.5	0.7
Miscellaneous household products(1)(2)	0.457	2.1	-0.3	0.4	-0.4	-0.3
Apparel	2.464	1.0	-1.8	0.1	-1.3	0.1
Men's and boys' apparel	0.646	1.3	-2.1	0.5	-2.4	-0.4
Men's apparel	0.478	1.8	-2.0	0.6	-2.0	0.0
Men's suits, sport coats, and outerwear	0.064	-6.0	-4.7	1.5	1.8	-1.2
Men's underwear, nightwear, swimwear, and accessories(1)	0.175	3.3	-1.6	-0.5	-2.8	-1.6
Men's shirts and sweaters(2)	0.119	3.8	-1.4	0.7	-1.5	0.1
Men's pants and shorts	0.111	2.0	-1.9	0.9	-5.3	-0.4
Boys' apparel	0.167	0.2	-2.2	-0.2	-3.4	-1.6
Women's and girls' apparel	1.004	0.6	-2.4	-0.2	-1.2	0.3
Women's apparel	0.842	1.5	-2.1	-0.1	-0.9	0.9
Women's outerwear	0.047	2.7	-2.4	-5.9	-0.7	0.8
Women's dresses	0.093	0.5	-5.2	-3.1	0.7	-0.4
Women's suits and separates(2)	0.380	0.4	-2.7	1.1	-2.1	0.4
Women's underwear, nightwear, swimwear, and accessories(2)	0.311	3.1	-0.4	0.3	-1.0	3.3
Girls' apparel	0.162	-4.3	-4.1	-0.8	-2.4	-3.1
Footwear	0.501	0.7	-1.8	-0.4	-0.5	-0.4
Men's footwear(1)	0.183	1.3	-2.0	0.8	0.3	-2.0
Boys' and girls' footwear	0.117	-2.0	-1.5	-0.7	-1.7	-0.8
Women's footwear	0.200	1.9	-1.8	-1.3	-0.3	-0.5
Infants' and toddlers' apparel	0.100	1.2	-1.0	0.4	-1.4	-0.1
Jewelry and watches(6)	0.213	2.2	1.7	1.2	-0.2	2.1
Watches(1)(6)	0.036	0.4	0.2	2.6	0.7	0.2
Jewelry(6)	0.177	2.5	2.0	1.1	0.0	2.6
Transportation commodities less motor fuel(8)	7.473	0.0	-0.1	-0.4	0.5	0.3
New vehicles	4.222	1.0	-0.2	-0.1	-0.1	0.3
New cars(3)		0.4	-0.4	0.0	0.0	0.0
New trucks(3)(10)		1.1	-0.2	-0.1	-0.1	0.3

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(14) Indexes on a December 1996=100 base.

Expenditure category	Relative importance Nov. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Used cars and trucks	2.544	-1.3	0.1	-0.8	1.6	0.5
Motor vehicle parts and equipment(1)	0.467	-1.2	0.3	-0.3	0.1	0.3
Tires(1)	0.316	-1.1	1.2	-0.2	-1.0	1.2
Vehicle accessories other than tires(1)(2)	0.151	-1.4	-1.5	-0.7	2.4	-1.5
Vehicle parts and equipment other than tires(1)(3)		-0.8	-2.5	-1.0	3.6	-2.5
Motor oil, coolant, and fluids(1)(3)		-3.3	0.4	-0.5	1.3	0.4
Medical care commodities(1)	1.475	4.7	-0.1	0.4	0.5	-0.1
Medicinal drugs(1)(8)	1.361	4.8	-0.2	0.6	0.5	-0.2
Prescription drugs(1)	0.947	3.3	-0.4	0.8	0.5	-0.4
Nonprescription drugs(1)(8)	0.414	8.3	0.1	0.1	0.4	0.1
Medical equipment and supplies(1)(8)	0.114	4.1	1.2	-1.7	0.5	1.2
Recreation commodities(8)	2.202	-1.2	-0.7	0.1	-0.6	-0.5
Video and audio products(8)	0.262	-6.5	-2.1	0.5	-1.9	-1.3
Televisions	0.125	-10.3	-1.5	0.7	-1.6	0.1
Other video equipment(2)	0.015	-2.8	-1.5	-0.6	-1.4	-0.4
Audio equipment(1)	0.053	-6.4	-4.9	0.6	-1.6	-4.9
Recorded music and music subscriptions(1)(2)	0.059	0.2	-1.5	0.5	-3.0	-1.5
Pets and pet products(1)	0.663	3.1	0.5	0.0	-0.3	0.5
Pet food(1)(2)(3)		5.1	-0.1	0.1	0.0	-0.1
Purchase of pets, pet supplies, accessories(1)(2)(3)		0.1	1.4	0.1	-0.5	1.4
Sporting goods(1)	0.728	-2.5	-1.2	0.4	-0.6	-1.2
Sports vehicles including bicycles(1)	0.419	-2.6	-1.3	0.5	-0.9	-1.3
Sports equipment(1)	0.301	-2.4	-0.9	0.3	-0.1	-0.9
Photographic equipment and supplies	0.022	6.4	-1.9	6.8	1.3	-0.1
Photographic equipment(2)(3)		6.4	-2.3	7.0	1.3	-0.4
Recreational reading materials(1)	0.111	0.4	-0.4	0.7	-0.3	-0.4
Newspapers and magazines(1)(2)	0.060	1.6	0.4	1.8	-0.3	0.4
Recreational books(1)(2)	0.051	-1.1	-1.5	-0.5	-0.3	-1.5
Other recreational goods(2)	0.416	-2.8	-0.7	-0.8	-0.5	-0.5
Toys	0.328	-4.5	-0.9	-0.9	-0.4	-0.7
Toys, games, hobbies and playground equipment(2)(3)		-4.5	-0.3	-1.0	-0.2	-0.6
Sewing machines, fabric and supplies(1)(2)	0.024	10.6	3.2	-1.4	-0.9	3.2
Music instruments and accessories(1)(2)	0.052	3.9	-1.2	-0.1	-1.3	-1.2
Education and communication commodities(8)	0.838	-7.2	-0.2	-1.3	-2.6	-0.2
Educational books and supplies(1)	0.091	-3.6	1.5	-0.6	-1.5	1.5
College textbooks(1)(3)(11)		-4.9	1.4	-0.3	-1.4	1.4
Information technology commodities(8)	0.747	-7.6	-0.4	-1.4	-2.7	-0.4
Computers, peripherals, and smart home assistants(1)(4)	0.351	-3.6	-1.3	-0.8	-1.6	-1.3

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Expenditure category	Relative importance Nov. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Computer software and accessories(1)(2)	0.021	-9.9	-2.8	-1.3	-1.8	-2.8
Telephone hardware, calculators, and other consumer information items(1)(2)	0.375	-10.9	0.6	-1.9	-3.7	0.6
Smartphones(1)(3)(12)		-14.4	0.3	-2.1	-3.7	0.3
Alcoholic beverages	0.837	2.5	0.0	0.2	-0.1	0.3
Alcoholic beverages at home	0.502	1.2	-0.1	0.2	-0.4	0.4
Beer, ale, and other malt beverages at home	0.194	1.9	0.1	0.7	-0.7	0.3
Distilled spirits at home(1)	0.086	0.8	-0.5	-0.4	-0.1	-0.5
Whiskey at home(1)(3)		1.1	-0.8	-1.0	-0.1	-0.8
Distilled spirits, excluding whiskey, at home(1)(3)		0.7	-0.2	0.0	0.1	-0.2
Wine at home(1)	0.223	0.7	-0.1	0.0	-0.7	-0.1
Alcoholic beverages away from home(1)	0.335	4.6	0.2	0.2	0.1	0.2
Beer, ale, and other malt beverages away from home(1)(2)(3)		4.8	0.0	0.2	0.0	0.0
Wine away from home(1)(2)(3)		4.5	-0.1	-0.1	0.3	-0.1
Distilled spirits away from home(1)(2)(3)		5.2	0.4	0.3	0.1	0.4
Other goods(8)	1.263	4.6	-0.6	1.1	0.1	-0.6
Tobacco and smoking products(1)	0.515	7.8	-0.1	1.9	1.1	-0.1
Cigarettes(1)(2)	0.428	7.8	-0.3	1.9	1.1	-0.3
Tobacco products other than cigarettes(1)(2)	0.080	7.8	1.1	1.6	1.5	1.1
Personal care products(1)	0.605	3.3	-1.1	0.4	-0.6	-1.1
Hair, dental, shaving, and miscellaneous personal care products(1)(2)	0.320	5.1	0.0	0.1	-0.3	0.0
Cosmetics, perfume, bath, nail preparations and implements(1)	0.273	1.2	-2.3	0.7	-0.9	-2.3
Miscellaneous personal goods(1)(2)	0.143	-0.9	-0.4	1.2	-0.6	-0.4
Stationery, stationery supplies, gift wrap(3)		-0.1	0.3	3.5	-0.7	0.1
Services less energy services	59.055	5.3	0.3	0.3	0.5	0.4
Shelter	35.170	6.2	0.4	0.3	0.4	0.5
Rent of shelter(13)	34.795	6.2	0.4	0.3	0.5	0.4
Rent of primary residence	7.714	6.5	0.4	0.5	0.5	0.4
Lodging away from home(2)	1.063	0.2	-1.1	-2.5	-0.9	0.4
Housing at school, excluding board(13)	0.163	3.9	0.2	0.1	0.3	0.3
Other lodging away from home including hotels and motels	0.900	-0.5	-1.3	-2.9	-1.1	0.4
Owners' equivalent rent of residences(13)	26.018	6.3	0.5	0.4	0.5	0.5
Owners' equivalent rent of primary residence(13)	24.598	6.3	0.4	0.4	0.5	0.5
Tenants' and household insurance(1)(2)	0.375	3.6	0.3	0.4	0.5	0.3
Water and sewer and trash collection services(2)	1.073	5.2	0.1	0.3	0.3	0.1
Water and sewerage maintenance	0.765	4.7	0.1	0.3	0.2	0.1
Garbage and trash collection(1)(10)	0.308	6.5	0.1	0.1	0.7	0.1

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Expenditure category	Relative importance Nov. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Household operations(1)(2)						
Domestic services(1)(2)						
Gardening and lawncare services(1)(2)				-0.1	0.9	
Moving, storage, freight expense(1)(2)	0.101	-3.4	-2.0	-3.1	0.0	-2.0
Repair of household items(1)(2)						
Medical care services	6.374	-0.5	0.4	0.3	0.6	0.7
Professional services	3.529	1.4	0.3	-0.3	0.5	0.3
Physicians' services(1)	1.777	-0.6	0.2	-1.0	0.6	0.2
Dental services	0.925	5.0	0.6	0.5	0.5	0.8
Eyeglasses and eye care(1)(6)	0.312	2.4	-0.2	0.2	-0.2	-0.2
Services by other medical professionals(1)(6)	0.514	1.4	0.0	0.0	0.0	0.0
Hospital and related services(1)	2.308	5.6	0.5	1.0	0.1	0.5
Hospital services(1)(14)	1.968	5.5	0.5	1.1	0.1	0.5
Inpatient hospital services(1)(3)(14)		4.9	0.5	0.9	0.1	0.5
Outpatient hospital services(1)(3)(6)		6.7	0.8	0.6	0.1	0.8
Nursing homes and adult day services(14)	0.189	4.9	0.0	0.6	0.3	0.2
Care of invalids and elderly at home(1)(5)	0.151	6.7	0.4	0.5	-0.4	0.4
Health insurance(1)(5)	0.537	-27.1	1.1	1.1	1.1	1.1
Transportation services	6.127	9.7	-0.5	0.8	1.1	0.1
Leased cars and trucks(1)(11)						
Car and truck rental(2)	0.113	-12.1	-4.8	-1.5	-2.2	-0.7
Motor vehicle maintenance and repair(1)	1.145	7.1	-0.3	0.2	0.3	-0.3
Motor vehicle body work(1)	0.057	4.1	1.0	-0.7	-0.1	1.0
Motor vehicle maintenance and servicing(1)	0.587	5.0	-0.5	0.3	0.5	-0.5
Motor vehicle repair(1)(2)	0.442	10.3	-0.1	0.1	0.0	-0.1
Motor vehicle insurance	2.874	20.3	1.6	1.9	1.0	1.5
Motor vehicle fees(1)(2)	0.488	2.7	0.6	0.7	-1.1	0.6
State motor vehicle registration and license fees(1)(2)	0.274	2.2	0.3	0.0	0.0	0.3
Parking and other fees(1)(2)	0.193	3.3	1.1	1.6	-2.6	1.1
Parking fees and tolls(2)(3)		3.9	-0.9	0.6	-0.7	-1.0
Public transportation	0.736	-6.9	-4.1	0.0	1.0	0.7
Airline fares	0.543	-9.4	-5.4	-0.9	-0.4	1.0
Other intercity transportation	0.047	-3.0	-2.2	-0.7	-1.8	-2.3
Ship fare(1)(2)(3)		6.2	-0.6	-0.8	-1.6	-0.6
Intracity transportation(1)	0.142	1.5	0.4	0.2	-0.2	0.4
Intracity mass transit(1)(3)(8)		2.5	-0.3	0.4	0.0	-0.3
Recreation services(8)	3.125	5.6	1.1	0.1	0.1	1.1
Video and audio services(8)	0.994	5.3	0.6	-0.3	-0.2	0.7

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		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Cable, satellite, and live streaming television service(10)	0.878	5.6	0.6	-0.3	-0.1	0.7
Purchase, subscription, and rental of video(1)(2)	0.116	3.1	0.4	-0.5	-0.8	0.4
Video discs and other media(1)(2)(3)		9.6	0.8	-2.0	-2.2	0.8
Subscription and rental of video and video games(1)(2)(3)		2.0	0.4	-0.1	1.1	0.4
Pet services including veterinary(2)	0.552	7.6	0.9	0.6	-0.1	0.8
Pet services(1)(2)(3)		0.7	0.0	-0.4	-2.1	0.0
Veterinarian services(2)(3)		10.8	1.2	0.6	1.3	1.2
Photographers and photo processing(1)(2)	0.039	6.2	0.1	0.0	0.1	0.1
Other recreation services(2)	1.537	5.2	1.6	0.2	0.3	1.6
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees(1)(2)	0.663	2.9	1.5	-0.7	0.2	1.5
Admissions(1)	0.453	8.4	1.4	1.2	0.9	1.4
Admission to movies, theaters, and concerts(1)(2)(3)		5.7	1.0	0.0	1.5	1.0
Admission to sporting events(1)(2)(3)		14.9	3.2	3.6	0.0	3.2
Fees for lessons or instructions(1)(6)	0.187	6.6	1.8	0.9	-0.4	1.8
Education and communication services(8)	4.805	1.3	0.1	0.0	0.1	0.2
Tuition, other school fees, and childcare	2.157	2.7	0.1	0.0	0.1	0.2
College tuition and fees	1.171	1.2	0.0	-0.2	0.0	0.2
Elementary and high school tuition and fees	0.312	4.9	0.0	0.4	0.0	0.3
Day care and preschool(9)	0.574	4.5	0.2	0.1	0.3	0.4
Technical and business school tuition and fees(1)(2)	0.026	2.0	0.1	0.6	0.2	0.1
Postage and delivery services(2)	0.072	0.7	-0.1	-0.9	-0.6	0.4
Postage	0.061	-0.1	0.0	-1.3	-0.9	0.6
Delivery services(2)	0.011	5.1	-1.0	1.0	1.0	-0.7
Telephone services(1)(2)	1.598	-1.9	0.1	0.1	0.0	0.1
Wireless telephone services(1)(2)	1.356	-3.0	0.0	0.0	0.0	0.0
Residential telephone services(1)(8)	0.243	4.8	0.8	0.9	0.0	0.8
Internet services and electronic information providers(1)(2)	0.971	3.7	0.1	-0.1	0.2	0.1
Other personal services(1)(8)	1.474	6.4	0.1	0.3	0.3	0.1
Personal care services(1)	0.608	3.7	0.1	0.4	0.3	0.1
Haircuts and other personal care services(1)(2)	0.608	3.7	0.1	0.4	0.3	0.1
Miscellaneous personal services(1)	0.866	8.3	0.1	0.1	0.3	0.1
Legal services(1)(6)						
Funeral expenses(1)(6)	0.170	4.7	0.5	0.2	0.7	0.5
Laundry and dry cleaning services(1)(2)	0.144	5.2	0.4	0.3	0.7	0.4
Apparel services other than laundry and dry cleaning(1)(2)	0.027	4.8	0.1	-0.7	0.6	0.1
Financial services(1)(6)	0.183	8.4	-0.2	0.3	-0.1	-0.2
Checking account and other bank services(1)(2)(3)		4.5	0.8	0.0	0.0	0.8

Footnotes

- (1) Not seasonally adjusted.
- (2) Indexes on a December 1997=100 base.
- (3) Special index based on a substantially smaller sample.
- (4) Indexes on a December 2007=100 base.
- (5) Indexes on a December 2005=100 base.
- (6) Indexes on a December 1986=100 base.
- (7) Indexes on a December 1993=100 base.
- (8) Indexes on a December 2009=100 base.
- (9) Indexes on a December 1990=100 base.
- (10) Indexes on a December 1983=100 base.
- (11) Indexes on a December 2001=100 base.
- (12) Indexes on a December 2019=100 base.
- (13) Indexes on a December 1982=100 base.
- (14) Indexes on a December 1996=100 base.

Expenditure category	Relative importance Nov. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Tax return preparation and other accounting fees(1)(2)(3)					-0.1	
Footnotes (1)_Not seasonally adjusted. (2)_Indexes on a December 1997=100 base. (3)_Special index based on a substantially smaller sample. (4)_Indexes on a December 2007=100 base. (5)_Indexes on a December 2005=100 base. (6)_Indexes on a December 1986=100 base. (7)_Indexes on a December 1993=100 base. (8)_Indexes on a December 2009=100 base. (9)_Indexes on a December 1990=100 base. (10)_Indexes on a December 1983=100 base. (11)_Indexes on a December 2001=100 base. (12)_Indexes on a December 2019=100 base. (13)_Indexes on a December 1982=100 base. (14)_Indexes on a December 1996=100 base.						

Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes, December 2023
[1982-84=100, unless otherwise noted]

Special aggregate indexes	Relative importance Nov. 2023	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022	Nov. 2023	Dec. 2023	Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
All items less food	86.576	293.722	304.249	303.866	3.5	-0.1	0.0	0.1	0.3
All items less shelter	64.830	272.711	278.876	277.848	1.9	-0.4	-0.1	-0.1	0.2
All items less food and shelter	51.406	261.854	267.522	266.227	1.7	-0.5	-0.2	-0.2	0.2
All items less food, shelter, and energy	44.666	263.147	269.409	269.032	2.2	-0.1	0.1	0.2	0.2
All items less food, shelter, energy, and used cars and trucks	42.122	266.999	273.983	273.566	2.5	-0.2	0.2	0.1	0.2
All items less medical care	92.151	284.562	295.225	294.829	3.6	-0.1	0.0	0.1	0.3
All items less energy	93.259	301.705	312.732	313.024	3.8	0.1	0.2	0.3	0.3
Commodities	37.678	218.607	222.008	220.324	0.8	-0.8	-0.4	-0.7	0.1
Commodities less food, energy, and used cars and trucks	18.237	161.642	163.154	162.267	0.4	-0.5	0.0	-0.6	-0.1
Commodities less food	24.254	176.740	178.456	176.282	-0.3	-1.2	-0.8	-1.1	0.0
Commodities less food and beverages	23.417	173.135	174.724	172.516	-0.4	-1.3	-0.9	-1.2	0.0
Services	62.322	373.549	390.873	392.042	5.0	0.3	0.3	0.5	0.5
Services less rent of shelter(1)	27.528	391.440	404.184	404.884	3.4	0.2	0.3	0.6	0.6
Services less medical care services	55.948	356.168	375.071	376.145	5.6	0.3	0.4	0.5	0.4
Durables	12.121	125.624	124.570	124.061	-1.2	-0.4	-0.5	-0.4	-0.5
Nondurables	25.557	266.405	273.685	271.155	1.8	-0.9	-0.7	-0.9	0.3
Nondurables less food	12.133	224.406	230.793	226.113	0.8	-2.0	-1.4	-1.9	0.2
Nondurables less food and beverages	11.296	220.948	227.296	222.337	0.6	-2.2	-1.6	-2.0	0.3
Nondurables less food, beverages, and apparel	8.832	285.747	294.004	287.273	0.5	-2.3	-2.0	-2.2	0.2
Nondurables less food and apparel	9.669	283.802	291.903	285.811	0.7	-2.1	-1.8	-2.0	0.2
Housing	44.837	310.725	324.735	325.640	4.8	0.3	0.3	0.4	0.4
Education and communication(2)	5.643	144.922	144.743	144.806	-0.1	0.0	-0.2	-0.3	0.1
Education(2)	2.248	287.177	293.674	294.040	2.4	0.1	0.0	0.0	0.3
Communication(2)	3.395	75.452	74.213	74.205	-1.7	0.0	-0.3	-0.6	0.0
Information and information processing(2)	3.323	71.091	69.887	69.882	-1.7	0.0	-0.3	-0.6	0.0
Footnotes (1)_Indexes on a December 1982=100 base. (2)_Indexes on a December 1997=100 base. (3)_Indexes on a December 1988=100 base.									

Special aggregate indexes	Relative importance Nov. 2023	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2022	Nov. 2023	Dec. 2023	Dec. 2022- Dec. 2023	Nov. 2023- Dec. 2023	Sep. 2023- Oct. 2023	Oct. 2023- Nov. 2023	Nov. 2023- Dec. 2023
Information technology, hardware and services(3)	1.725	7.083	6.981	6.973	-1.6	-0.1	-0.7	-1.1	-0.1
Recreation(2)	5.327	133.172	136.292	136.811	2.7	0.4	0.1	-0.2	0.4
Video and audio(2)	1.256	112.507	115.469	115.495	2.7	0.0	-0.1	-0.6	0.2
Pets, pet products and services(2)	1.216	209.069	218.164	219.648	5.1	0.7	0.3	-0.2	0.6
Photography(2)	0.063	82.174	87.842	87.336	6.3	-0.6	2.2	0.5	0.1
Food and beverages	14.261	314.459	322.703	322.933	2.7	0.1	0.3	0.2	0.2
Domestically produced farm food	7.156	309.885	313.939	313.710	1.2	-0.1	0.3	-0.5	-0.1
Other services	9.404	395.485	407.515	409.266	3.5	0.4	0.1	0.1	0.5
Apparel less footwear	1.963	116.146	119.489	117.348	1.0	-1.8	0.2	-1.5	0.2
Fuels and utilities	4.531	307.348	306.379	306.768	-0.2	0.1	0.2	1.2	0.6
Household energy	3.457	261.904	256.961	257.327	-1.7	0.1	0.2	1.5	0.7
Medical care	7.849	551.002	551.769	553.485	0.5	0.3	0.3	0.6	0.6
Transportation	16.883	255.993	267.035	263.375	2.9	-1.4	-0.9	-0.6	0.2
Private transportation	16.147	254.846	266.755	263.427	3.4	-1.2	-1.0	-0.7	0.2
New and used motor vehicles(2)	7.889	125.674	126.890	125.975	0.2	-0.7	-0.4	0.9	-0.2
Utilities and public transportation	7.554	254.138	253.803	253.458	-0.3	-0.1	0.3	0.7	0.4
Household furnishings and operations	5.136	145.972	147.190	146.600	0.4	-0.4	-0.1	-0.4	-0.4
Other goods and services	2.737	518.088	547.960	546.784	5.5	-0.2	0.6	0.2	-0.2
Personal care	2.222	263.813	277.785	277.089	5.0	-0.3	0.4	0.0	-0.3
Footnotes									
(1)Indexes on a December 1982=100 base.									
(2)Indexes on a December 1997=100 base.									
(3)Indexes on a December 1988=100 base.									

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, December 2023
[1982-84=100, unless otherwise noted]

Area	Pricing Schedule(1)	Percent change to Dec. 2023 from:			Percent change to Nov. 2023 from:		
		Dec. 2022	Oct. 2023	Nov. 2023	Nov. 2022	Sep. 2023	Oct. 2023
U.S. city average	M	3.4	-0.3	-0.1	3.1	-0.2	-0.2
Region and area size(2)							
Northeast	M	2.6	0.0	0.0	2.5	0.0	0.0
Northeast - Size Class A	M	3.1	0.0	0.1	3.0	-0.1	-0.1
Northeast - Size Class B/C(3)	M	1.9	-0.1	-0.2	2.0	0.1	0.1
New England(4)	M	2.3	0.2	-0.1	2.0	0.5	0.4
Middle Atlantic(4)	M	2.7	-0.1	0.0	2.8	-0.2	-0.1
Midwest	M	3.2	-0.4	-0.2	2.9	-0.3	-0.2
Midwest - Size Class A	M	3.3	-0.3	-0.1	2.9	-0.3	-0.3
Midwest - Size Class B/C(3)	M	3.1	-0.4	-0.3	2.9	-0.2	-0.1
Footnotes							
(1)Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.							
(2)Regions defined as the four Census regions.							
(3)Indexes on a December 1996=100 base.							
(4)Indexes on a December 2017=100 base.							
(5)Indexes on a December 1986=100 base.							
(6)1998 - 2017 indexes based on substantially smaller sample.							
(7)Indexes on a December 2001=100 base.							
(8)Indexes on a 1987=100 base.							
NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.							

Area	Pricing Schedule(1)	Percent change to Dec. 2023 from:			Percent change to Nov. 2023 from:		
		Dec. 2022	Oct. 2023	Nov. 2023	Nov. 2022	Sep. 2023	Oct. 2023
East North Central(4)	M	3.1	-0.2	-0.1	2.6	-0.2	-0.1
West North Central(4)	M	3.3	-0.7	-0.4	3.6	-0.4	-0.3
South	M	3.7	-0.2	-0.1	3.4	-0.2	-0.2
South - Size Class A	M	4.2	0.1	0.0	3.9	-0.1	0.0
South - Size Class B/C(3)	M	3.4	-0.4	-0.1	3.2	-0.3	-0.2
South Atlantic(4)	M	3.7	-0.2	0.0	3.4	-0.2	-0.1
East South Central(4)	M	3.7	-0.6	-0.3	4.0	-0.4	-0.3
West South Central(4)	M	3.6	-0.1	0.0	3.2	-0.2	-0.1
West	M	3.6	-0.5	-0.1	3.3	-0.4	-0.4
West - Size Class A	M	3.7	-0.5	-0.1	3.4	-0.3	-0.4
West - Size Class B/C(3)	M	3.5	-0.6	-0.2	3.1	-0.4	-0.5
Mountain(4)	M	3.0	-0.6	-0.1	2.9	-0.5	-0.6
Pacific(4)	M	3.8	-0.5	-0.1	3.5	-0.3	-0.4
Size classes							
Size Class A(5)	M	3.6	-0.2	0.0	3.4	-0.2	-0.2
Size Class B/C(3)	M	3.1	-0.4	-0.2	3.0	-0.3	-0.2
Selected local areas							
Chicago-Naperville-Elgin, IL-IN-WI	M	3.3	-0.5	0.0	2.5	-0.2	-0.5
Los Angeles-Long Beach-Anaheim, CA	M	3.5	-0.3	0.0	2.8	-0.5	-0.4
New York-Newark-Jersey City, NY-NJ-PA	M	2.9	-0.2	0.1	3.0	-0.3	-0.2
Atlanta-Sandy Springs-Roswell, GA	2	3.6	-0.1				
Baltimore-Columbia-Towson, MD(6)	2	2.1	-0.3				
Detroit-Warren-Dearborn, MI	2	4.5	0.0				
Houston-The Woodlands-Sugar Land, TX	2	4.5	-0.1				
Miami-Fort Lauderdale-West Palm Beach, FL	2	5.7	-0.2				
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	2	3.9	0.0				
Phoenix-Mesa-Scottsdale, AZ(7)	2	2.7	-0.9				
San Francisco-Oakland-Hayward, CA	2	2.6	-0.4				
Seattle-Tacoma-Bellevue, WA	2	4.4	-0.3				
St. Louis, MO-IL	2	2.8	-0.2				
Urban Alaska	2	1.8	-1.1				
Boston-Cambridge-Newton, MA-NH	1				2.4	0.4	
Dallas-Fort Worth-Arlington, TX	1				5.2	0.9	
Denver-Aurora-Lakewood, CO	1				4.5	-0.3	
Minneapolis-St.Paul-Bloomington, MN-WI	1				2.8	-0.4	
Riverside-San Bernardino-Ontario, CA(4)	1				4.3	0.0	
San Diego-Carlsbad, CA	1				5.2	-0.2	
Tampa-St. Petersburg-Clearwater, FL(8)	1				5.2	-0.4	

Footnotes

- (1)Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.
- (2)Regions defined as the four Census regions.
- (3)Indexes on a December 1996=100 base.
- (4)Indexes on a December 2017=100 base.
- (5)Indexes on a December 1986=100 base.
- (6)1998 - 2017 indexes based on substantially smaller sample.
- (7)Indexes on a December 2001=100 base.
- (8)Indexes on a 1987=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

Area	Pricing Schedule(1)	Percent change to Dec. 2023 from:			Percent change to Nov. 2023 from:		
		Dec. 2022	Oct. 2023	Nov. 2023	Nov. 2022	Sep. 2023	Oct. 2023
Urban Hawaii	1				3.6	0.8	
Washington-Arlington-Alexandria, DC-VA-MD-WV(6)	1				2.8	-0.3	
Footnotes (1)Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December. (2)Regions defined as the four Census regions. (3)Indexes on a December 1996=100 base. (4)Indexes on a December 2017=100 base. (5)Indexes on a December 1986=100 base. (6)1998 - 2017 indexes based on substantially smaller sample. (7)Indexes on a December 2001=100 base. (8)Indexes on a 1987=100 base. NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.							

Table 5. Chained Consumer Price Index for All Urban Consumers (C-CPI-U) and the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items index, December 2023
[Percent changes]

Month Year	Unadjusted 1-month percent change		Unadjusted 12-month percent change	
	C-CPI-U(1)	CPI-U	C-CPI-U(1)	CPI-U
December 2010			1.3	1.5
December 2011			2.9	3.0
December 2012			1.5	1.7
December 2013			1.3	1.5
December 2014			0.5	0.8
December 2015			0.4	0.7
December 2016			1.8	2.1
December 2017			1.7	2.1
December 2018			1.5	1.9
December 2019			1.8	2.3
December 2020			1.5	1.4
January 2021	0.5	0.4	1.6	1.4
February 2021	0.5	0.5	1.8	1.7
March 2021	0.6	0.7	2.6	2.6
April 2021	0.8	0.8	4.0	4.2
May 2021	0.7	0.8	4.9	5.0
June 2021	0.8	0.9	5.1	5.4
July 2021	0.5	0.5	5.0	5.4
August 2021	0.1	0.2	4.8	5.3
September 2021	0.3	0.3	5.0	5.4
October 2021	0.7	0.8	5.8	6.2
November 2021	0.4	0.5	6.4	6.8
December 2021	0.2	0.3	6.5	7.0
January 2022	0.8	0.8	6.8	7.5
February 2022	0.9	0.9	7.3	7.9
March 2022	1.4	1.3	8.1	8.5
Footnotes (1)The C-CPI-U is designed to be a closer approximation to a cost-of-living index in that it, in its final form, accounts for any substitution that consumers make across item categories in response to changes in relative prices. Since the expenditure data required for the calculation of the C-CPI-U are available only with a time lag, the C-CPI-U is issued first in preliminary form using the latest available expenditure data at that time and is subject to four revisions. Indexes are issued as initial estimates. Indexes are revised each quarter with the publication of January, April, July, and October data as updated expenditure estimates become available. The C-CPI-U indexes are updated quarterly until they become final. January-March indexes are final in January of the following year; April-June indexes are final in April of the following year; July-September indexes are final in July of the following year; October-December indexes are final in October of the following year.				

Month Year	Unadjusted 1-month percent change		Unadjusted 12-month percent change	
	C-CPI-U(1)	CPI-U	C-CPI-U(1)	CPI-U
April 2022	0.6	0.6	7.9	8.3
May 2022	1.1	1.1	8.3	8.6
June 2022	1.2	1.4	8.7	9.1
July 2022	0.0	0.0	8.1	8.5
August 2022	-0.1	0.0	7.9	8.3
September 2022	0.3	0.2	7.9	8.2
October 2022	0.5	0.4	7.6	7.7
November 2022	-0.1	-0.1	7.0	7.1
December 2022	-0.3	-0.3	6.4	6.5
January 2023	0.8	0.8	6.4	6.4
February 2023	0.6	0.6	6.0	6.0
March 2023	0.3	0.3	4.9	5.0
April 2023	0.5	0.5	4.8	4.9
May 2023	0.2	0.3	3.9	4.0
June 2023	0.3	0.3	3.0	3.0
July 2023	0.2	0.2	3.2	3.2
August 2023	0.4	0.4	3.7	3.7
September 2023	0.2	0.2	3.7	3.7
October 2023	0.0	0.0	3.1	3.2
November 2023	-0.2	-0.2	3.0	3.1
December 2023	-0.1	-0.1	3.2	3.4
Footnotes				
(1) The C-CPI-U is designed to be a closer approximation to a cost-of-living index in that it, in its final form, accounts for any substitution that consumers make across item categories in response to changes in relative prices. Since the expenditure data required for the calculation of the C-CPI-U are available only with a time lag, the C-CPI-U is issued first in preliminary form using the latest available expenditure data at that time and is subject to four revisions.				
Indexes are issued as initial estimates. Indexes are revised each quarter with the publication of January, April, July, and October data as updated expenditure estimates become available. The C-CPI-U indexes are updated quarterly until they become final. January-March indexes are final in January of the following year; April-June indexes are final in April of the following year; July-September indexes are final in July of the following year; October-December indexes are final in October of the following year.				

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2023, 1-month analysis table
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2023	One Month				
		Seasonally adjusted percent change Nov. 2023-Dec. 2023	Seasonally adjusted effect on All Items Nov. 2023-Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) seasonally adjusted change since:(3)	
					Date	Percent change
All items	100.000	0.3		0.04	L-Sep. 2023	0.4
Food	13.424	0.2	0.028	0.09	-	-
Food at home	8.553	0.1	0.012	0.13	-	-
Cereals and bakery products	1.162	-0.3	-0.003	0.28	S-Sep. 2023	-0.4
Cereals and cereal products	0.359	-1.5	-0.005	0.45	S-Oct. 2018	-1.8
Flour and prepared flour mixes	0.060	0.0	0.000	0.99	S-Aug. 2023	-0.9
Breakfast cereal(4)	0.146	-2.4	-0.004	0.86	S-Jan. 2007	-2.4
Rice, pasta, cornmeal	0.153	-0.1	0.000	0.59	L-Sep. 2023	0.5
Rice(4)(5)(6)		0.1		0.80	S-Oct. 2023	-0.9
Bakery products(4)	0.803	-0.4	-0.003	0.37	S-Jan. 2021	-0.4
Bread(4)(5)	0.226	-0.3	-0.001	0.56	L-Oct. 2023	1.0
White bread(4)(6)		0.2		0.85	L-Oct. 2023	1.0
Bread other than white(4)(6)		-1.0		0.78	S-Aug. 2023	-1.2
Fresh biscuits, rolls, muffins(5)	0.121	-1.4	-0.002	0.87	S-Aug. 2021	-1.7
Cakes, cupcakes, and cookies(4)	0.205	-0.2	0.000	0.66	S-Oct. 2023	-1.0
Cookies(4)(6)		0.1		0.89	S-Oct. 2023	-1.1
Fresh cakes and cupcakes(4)(6)		-0.4		1.29	S-Sep. 2023	-1.0

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Other bakery products	0.251	0.4	0.001	0.79	S-Sep. 2023	-0.4
Fresh sweetrolls, coffeecakes, doughnuts(4)(6)		0.2		0.99	-	-
Crackers, bread, and cracker products(6)		0.1		1.05	S-Jul. 2023	-1.3
Frozen and refrigerated bakery products, pies, tarts, turnovers(6)		0.2		1.31	S-Sep. 2023	-2.4
Meats, poultry, fish, and eggs	1.782	0.5	0.010	0.27	L-Oct. 2023	0.7
Meats, poultry, and fish	1.670	0.0	0.000	0.28	L-Oct. 2023	0.7
Meats	1.044	0.2	0.002	0.34	L-Oct. 2023	1.0
Beef and veal	0.460	0.2	0.001	0.54	L-Oct. 2023	1.2
Uncooked ground beef(4)	0.164	-0.7	-0.001	0.67	L-Oct. 2023	1.5
Uncooked beef roasts(5)	0.061	-1.7	-0.001	1.57	S-Jun. 2023	-2.9
Uncooked beef steaks(5)	0.189	2.4	0.005	0.83	L-Aug. 2023	2.4
Uncooked other beef and veal(4)(5)	0.045	-1.1	-0.001	0.91	S-Feb. 2023	-1.2
Pork	0.331	0.3	0.001	0.56	L-Oct. 2023	1.3
Bacon, breakfast sausage, and related products(5)	0.142	-0.2	0.000	0.80	L-Oct. 2023	1.3
Bacon and related products(6)		0.3		0.98	L-Oct. 2023	1.8
Breakfast sausage and related products(5)(6)		-1.5		1.08	S-Apr. 2023	-1.8
Ham	0.066	2.6	0.002	1.28	L-Feb. 2023	3.3
Ham, excluding canned(6)		2.9		1.75	L-Feb. 2023	3.9
Pork chops(4)	0.045	-0.9	0.000	1.25	L-Oct. 2023	3.5
Other pork including roasts, steaks, and ribs(5)	0.079	0.2	0.000	1.18	L-Oct. 2023	1.5
Other meats	0.253	-0.1	0.000	0.54	S-Aug. 2023	-0.9
Frankfurters(6)		0.3		1.63	S-Aug. 2023	-3.1
Lunchmeats(4)(5)(6)		0.2		0.57	L-Oct. 2023	1.3
Poultry(4)	0.346	-0.4	-0.001	0.60	L-Oct. 2023	0.3
Chicken(4)(5)	0.276	0.1	0.000	0.71	L-Oct. 2023	0.3
Fresh whole chicken(4)(6)		-0.4		0.98	S-Sep. 2023	-1.1
Fresh and frozen chicken parts(4)(6)		0.5		0.87	L-Sep. 2023	0.6
Other uncooked poultry including turkey(5)	0.070	-1.7	-0.001	1.16	S-May 2023	-2.0
Fish and seafood	0.279	-0.3	-0.001	0.62	S-Sep. 2023	-1.2
Fresh fish and seafood(4)(5)	0.134	-1.0	-0.001	0.84	S-Sep. 2023	-1.3
Processed fish and seafood(5)	0.145	-0.1	0.000	0.89	S-Oct. 2023	-0.4
Shelf stable fish and seafood(6)		1.1		1.31	S-Oct. 2023	-1.0
Frozen fish and seafood(6)		-0.9		1.04	S-Oct. 2023	-1.1
Eggs(4)	0.113	8.9	0.010	0.83	L-Dec. 2022	11.1
Dairy and related products	0.780	0.3	0.002	0.32	L-Oct. 2023	0.3
Milk(5)	0.192	0.5	0.001	0.47	L-Oct. 2023	1.0
Fresh whole milk(6)		0.8		0.62	L-Oct. 2023	1.6
Fresh milk other than whole(5)(6)		0.4		0.51	L-Oct. 2023	0.7
Cheese and related products(4)	0.237	-0.2	0.000	0.53	L-Oct. 2023	0.5
Ice cream and related products	0.121	1.0	0.001	0.86	L-Jul. 2023	1.5

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Other dairy and related products(5)	0.229	-0.1	0.000	0.69	L-Oct. 2023	0.4
Fruits and vegetables	1.468	-0.1	-0.002	0.38	S-Aug. 2023	-0.2
Fresh fruits and vegetables	1.096	-0.5	-0.005	0.46	S-Mar. 2023	-1.7
Fresh fruits	0.593	0.3	0.002	0.65	S-Sep. 2023	-0.1
Apples	0.075	0.2	0.000	1.14	S-Oct. 2023	-7.9
Bananas(4)	0.088	0.0	0.000	0.60	L-Aug. 2023	0.0
Citrus fruits(5)	0.179	0.7	0.001	1.19	S-Aug. 2023	-0.5
Oranges, including tangerines(6)		0.7		1.53	S-Aug. 2023	-0.4
Other fresh fruits(5)	0.251	1.6	0.004	1.15	L-Oct. 2023	3.4
Fresh vegetables	0.503	-1.3	-0.007	0.47	S-Oct. 2023	-1.3
Potatoes	0.082	-2.8	-0.003	0.97	S-Jan. 2023	-2.9
Lettuce	0.071	-4.0	-0.003	1.22	S-Mar. 2023	-5.7
Tomatoes	0.082	0.1	0.000	1.08	S-Oct. 2023	-1.7
Other fresh vegetables	0.268	0.0	0.000	0.65	L-Aug. 2023	0.0
Processed fruits and vegetables(5)	0.372	0.9	0.004	0.45	L-Oct. 2023	1.0
Canned fruits and vegetables(5)	0.190	1.4	0.003	0.73	L-Jul. 2023	1.5
Canned fruits(5)(6)		0.9		0.82	L-Sep. 2023	2.9
Canned vegetables(5)(6)		0.6		0.83	L-Oct. 2023	1.7
Frozen fruits and vegetables(5)	0.108	0.5	0.001	0.72	L-Sep. 2023	0.6
Frozen vegetables(6)		0.9		0.99	L-Jul. 2023	0.9
Other processed fruits and vegetables including dried(5)	0.073	0.2	0.000	0.70	L-Oct. 2023	1.5
Dried beans, peas, and lentils(4)(5)(6)		2.2		0.82	L-May 2023	2.3
Nonalcoholic beverages and beverage materials	1.030	0.2	0.002	0.40	S-Oct. 2023	-0.1
Juices and nonalcoholic drinks(5)	0.726	0.5	0.004	0.47	-	-
Carbonated drinks	0.304	0.6	0.002	0.84	S-Sep. 2023	-1.1
Frozen noncarbonated juices and drinks(4)(5)	0.009	1.4	0.000	0.97	L-Oct. 2023	2.0
Nonfrozen noncarbonated juices and drinks(5)	0.413	0.2	0.001	0.56	L-May 2023	1.7
Beverage materials including coffee and tea(5)	0.304	-0.8	-0.002	0.69	S-Aug. 2023	-0.9
Coffee	0.193	-1.1	-0.002	0.93	S-Apr. 2023	-1.4
Roasted coffee(6)		-1.0		1.09	S-Aug. 2023	-1.1
Instant coffee(4)(6)		-1.7		1.03	S-Mar. 2023	-2.4
Other beverage materials including tea(4)(5)	0.111	0.2	0.000	0.76	S-Oct. 2023	-1.5
Other food at home	2.331	0.1	0.003	0.23	L-Oct. 2023	0.3
Sugar and sweets(4)	0.306	0.2	0.001	0.49	L-Sep. 2023	0.3
Sugar and sugar substitutes	0.041	1.1	0.000	0.62	L-Oct. 2023	1.6
Candy and chewing gum(4)(5)	0.195	0.3	0.001	0.72	S-Oct. 2023	-0.7
Other sweets(5)	0.070	0.3	0.000	0.82	S-Oct. 2023	-0.4
Fats and oils	0.255	1.0	0.002	0.60	L-Oct. 2023	2.3
Butter and margarine(5)	0.081	0.1	0.000	1.08	S-Aug. 2023	-1.1
Butter(6)		0.3		1.34	S-Aug. 2023	-1.8
Margarine(4)(6)		0.3		1.88	L-Oct. 2023	0.5
Salad dressing(5)	0.060	0.1	0.000	1.21	L-Oct. 2023	1.7
Other fats and oils including peanut butter(5)	0.114	2.6	0.003	0.86	L-Dec. 2022	3.3

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Peanut butter(4)(5)(6)		2.6		0.92	L-Jul. 2022	3.5
Other foods	1.770	0.0	0.000	0.27	L-Oct. 2023	0.1
Soups	0.102	-0.2	0.000	1.22	S-Sep. 2023	-2.3
Frozen and freeze dried prepared foods	0.265	1.2	0.003	0.56	L-Mar. 2023	1.6
Snacks	0.372	0.2	0.001	0.62	L-Sep. 2023	1.5
Spices, seasonings, condiments, sauces	0.357	0.0	0.000	0.48	-	-
Salt and other seasonings and spices(5)(6)		-1.2		0.91	S-Apr. 2023	-1.7
Olives, pickles, relishes(4)(5)(6)		-0.1		1.19	S-Sep. 2023	-0.3
Sauces and gravies(5)(6)		0.3		0.76	S-Sep. 2023	0.0
Other condiments(6)		-0.4		1.27	L-Oct. 2023	0.1
Baby food and formula(4)(5)	0.040	-0.5	0.000	1.03	S-Jun. 2023	-1.3
Other miscellaneous foods(5)	0.636	-0.5	-0.003	0.60	S-Apr. 2021	-0.5
Prepared salads(6)(7)		0.3		1.16	L-Oct. 2023	0.8
Food away from home(4)	4.870	0.3	0.016	0.12	S-Aug. 2023	0.3
Full service meals and snacks(4)(5)	2.324	0.3	0.006	0.13	S-Oct. 2023	0.3
Limited service meals and snacks(4)(5)	2.272	0.4	0.010	0.15	-	-
Food at employee sites and schools(4)(5)	0.076	-0.1	0.000	1.84	S-Apr. 2023	-0.1
Food at elementary and secondary schools(4)(6)(8)		-0.1		0.80	S-May 2023	-0.3
Food from vending machines and mobile vendors(4)(5)	0.027	0.1	0.000	0.50	S-Jul. 2023	-0.3
Other food away from home(4)(5)	0.171	0.0	0.000	0.14	S-Oct. 2023	-0.9
Energy	6.741	0.4	0.028	0.20	L-Sep. 2023	1.5
Energy commodities	3.473	-0.1	-0.002	0.17	L-Sep. 2023	2.3
Fuel oil and other fuels	0.190	-3.3	-0.006	1.27	S-Oct. 2023	-3.4
Fuel oil(4)	0.131	-5.5	-0.007	1.80	S-May 2023	-7.7
Propane, kerosene, and firewood(9)	0.059	-0.4	0.000	0.66	S-Sep. 2023	-1.4
Motor fuel	3.283	0.1	0.004	0.17	L-Sep. 2023	2.2
Gasoline (all types)	3.194	0.2	0.006	0.17	L-Sep. 2023	2.1
Gasoline, unleaded regular(6)		0.2		0.73	L-Sep. 2023	1.7
Gasoline, unleaded midgrade(6)(10)		0.6		0.62	L-Sep. 2023	2.6
Gasoline, unleaded premium(6)		0.1		0.62	L-Sep. 2023	3.5
Other motor fuels(4)(5)	0.090	-6.1	-0.005	0.35	S-Dec. 2022	-8.5
Energy services	3.267	0.9	0.031	0.43	S-Oct. 2023	0.5
Electricity	2.522	1.3	0.033	0.40	S-Oct. 2023	0.3
Utility (piped) gas service	0.745	-0.4	-0.003	0.69	S-Sep. 2023	-1.9
All items less food and energy	79.836	0.3	0.246	0.04	-	-
Commodities less food and energy commodities	20.781	0.0	-0.001	0.07	L-May 2023	0.6
Household furnishings and supplies(11)	4.230	-0.4	-0.015	0.25	L-Oct. 2023	-0.2
Window and floor coverings and other linens(5)	0.291	2.6	0.008	1.13	L-Sep. 2021	2.9
Floor coverings(4)(5)	0.082	2.1	0.002	1.09	L-Aug. 2022	3.6
Window coverings(4)(5)	0.075	0.1	0.000	2.27	S-Sep. 2023	-1.7
Other linens(5)	0.133	3.2	0.004	1.59	L-Sep. 2021	6.1
Furniture and bedding(4)	1.113	-1.2	-0.013	0.50	S-Sep. 2023	-1.2
Bedroom furniture(4)	0.367	-0.6	-0.002	0.71	L-Oct. 2023	1.0

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Living room, kitchen, and dining room furniture(4)(5)	0.541	-1.6	-0.008	0.80	S-Oct. 2022	-1.9
Other furniture(5)	0.199	-1.7	-0.003	1.00	S-Aug. 2023	-2.1
Appliances(5)	0.265	-0.2	-0.001	0.68	L-Aug. 2023	-0.2
Major appliances(5)	0.093	1.2	0.001	1.08	L-Mar. 2022	2.0
Laundry equipment(4)(6)		2.1		1.29	L-Mar. 2023	2.6
Other appliances(4)(5)	0.171	-1.7	-0.003	0.78	L-Oct. 2023	-1.4
Other household equipment and furnishings(5)	0.551	0.5	0.003	0.63	L-Sep. 2023	0.6
Clocks, lamps, and decorator items(4)	0.304	-0.3	-0.001	0.99	L-Sep. 2023	0.5
Indoor plants and flowers(12)	0.129	-1.3	-0.002	0.84	S-Jul. 2023	-1.8
Dishes and flatware(4)(5)	0.038	3.0	0.001	1.37	L-Jan. 2023	3.3
Nonelectric cookware and tableware(5)	0.079	-1.2	-0.001	0.80	S-Oct. 2023	-2.0
Tools, hardware, outdoor equipment and supplies(5)	1.050	-0.4	-0.004	0.52	L-Sep. 2023	0.0
Tools, hardware and supplies(5)	0.267	0.1	0.000	0.59	S-Oct. 2023	-0.5
Outdoor equipment and supplies(5)	0.550	-1.2	-0.006	0.63	L-Sep. 2023	0.0
Housekeeping supplies(4)	0.960	0.0	0.000	0.37	L-Oct. 2023	0.3
Household cleaning products(4)(5)	0.326	0.0	0.000	0.52	L-Oct. 2023	0.1
Household paper products(4)(5)	0.177	0.7	0.001	0.52	L-Apr. 2023	1.4
Miscellaneous household products(4)(5)	0.457	-0.3	-0.002	0.52	L-Oct. 2023	0.4
Apparel	2.464	0.1	0.002	0.34	L-Oct. 2023	0.1
Men's and boys' apparel	0.646	-0.4	-0.003	0.57	L-Oct. 2023	0.5
Men's apparel	0.478	0.0	0.000	0.64	L-Oct. 2023	0.6
Men's suits, sport coats, and outerwear	0.064	-1.2	-0.001	1.73	S-Sep. 2023	-3.9
Men's underwear, nightwear, swimwear, and accessories(4)	0.175	-1.6	-0.003	0.75	L-Oct. 2023	-0.5
Men's shirts and sweaters(5)	0.119	0.1	0.000	1.19	L-Oct. 2023	0.7
Men's pants and shorts	0.111	-0.4	-0.001	1.37	L-Oct. 2023	0.9
Boys' apparel	0.167	-1.6	-0.003	1.09	L-Oct. 2023	-0.2
Women's and girls' apparel	1.004	0.3	0.003	0.63	L-Aug. 2023	0.7
Women's apparel	0.842	0.9	0.008	0.64	L-Aug. 2023	1.1
Women's outerwear	0.047	0.8	0.000	1.66	L-Aug. 2023	3.6
Women's dresses	0.093	-0.4	0.000	1.35	S-Oct. 2023	-3.1
Women's suits and separates(5)	0.380	0.4	0.001	1.02	L-Oct. 2023	1.1
Women's underwear, nightwear, swimwear, and accessories(5)	0.311	3.3	0.010	0.94	L-Feb. 2009	4.6
Girls' apparel	0.162	-3.1	-0.005	1.48	S-Mar. 2021	-3.7
Footwear	0.501	-0.4	-0.002	0.43	L-Oct. 2023	-0.4
Men's footwear(4)	0.183	-2.0	-0.004	0.72	S-Dec. 2022	-2.4
Boys' and girls' footwear	0.117	-0.8	-0.001	0.98	L-Oct. 2023	-0.7
Women's footwear	0.200	-0.5	-0.001	0.63	S-Oct. 2023	-1.3
Infants' and toddlers' apparel	0.100	-0.1	0.000	1.35	L-Oct. 2023	0.4
Jewelry and watches(9)	0.213	2.1	0.005	1.24	L-Dec. 2021	2.2
Watches(4)(9)	0.036	0.2	0.000	0.76	S-Sep. 2023	-3.9
Jewelry(9)	0.177	2.6	0.005	1.66	L-Mar. 2022	2.8
Transportation commodities less motor fuel(11)	7.473	0.3	0.024	0.03	S-Oct. 2023	-0.4

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New vehicles	4.222	0.3	0.011	0.04	L-Sep. 2023	0.3
New cars(6)		0.0		0.11	-	-
New trucks(6)(13)		0.3		0.07	L-Sep. 2023	0.3
Used cars and trucks	2.544	0.5	0.013	0.02	S-Oct. 2023	-0.8
Motor vehicle parts and equipment(4)	0.467	0.3	0.001	0.37	L-Apr. 2023	0.6
Tires(4)	0.316	1.2	0.004	0.47	L-Aug. 2022	1.2
Vehicle accessories other than tires(4)(5)	0.151	-1.5	-0.002	0.68	S-EVER	-
Vehicle parts and equipment other than tires(4)(6)		-2.5		0.86	S-EVER	-
Motor oil, coolant, and fluids(4)(6)		0.4		0.65	S-Oct. 2023	-0.5
Medical care commodities(4)	1.475	-0.1	-0.002	0.21	S-Sep. 2023	-0.3
Medicinal drugs(4)(11)	1.361	-0.2	-0.003	0.22	S-Sep. 2023	-0.4
Prescription drugs(4)	0.947	-0.4	-0.003	0.16	S-Sep. 2023	-0.7
Nonprescription drugs(4)(11)	0.414	0.1	0.000	0.66	S-Oct. 2023	0.1
Medical equipment and supplies(4)(11)	0.114	1.2	0.001	0.75	L-May 2023	2.3
Recreation commodities(11)	2.202	-0.5	-0.011	0.23	L-Oct. 2023	0.1
Video and audio products(11)	0.262	-1.3	-0.003	0.47	L-Oct. 2023	0.5
Televisions	0.125	0.1	0.000	0.66	L-Oct. 2023	0.7
Other video equipment(5)	0.015	-0.4	0.000	1.02	L-Sep. 2023	-0.4
Audio equipment(4)	0.053	-4.9	-0.003	0.92	S-Dec. 2017	-5.4
Recorded music and music subscriptions(4)(5)	0.059	-1.5	-0.001	0.58	L-Oct. 2023	0.5
Pets and pet products(4)	0.663	0.5	0.003	0.40	L-Sep. 2023	0.6
Pet food(4)(5)(6)		-0.1		0.50	S-Aug. 2023	-0.1
Purchase of pets, pet supplies, accessories(4)(5)(6)		1.4		0.77	L-Oct. 2022	1.4
Sporting goods(4)	0.728	-1.2	-0.008	0.48	S-Dec. 2021	-1.2
Sports vehicles including bicycles(4)	0.419	-1.3	-0.006	0.67	S-May 2023	-1.3
Sports equipment(4)	0.301	-0.9	-0.003	0.57	S-Nov. 2022	-0.9
Photographic equipment and supplies	0.022	-0.1	0.000	0.84	S-Aug. 2023	-2.6
Photographic equipment(5)(6)		-0.4		0.99	S-Aug. 2023	-2.8
Recreational reading materials(4)	0.111	-0.4	0.000	1.00	S-Aug. 2023	-0.9
Newspapers and magazines(4)(5)	0.060	0.4	0.000	1.45	L-Oct. 2023	1.8
Recreational books(4)(5)	0.051	-1.5	-0.001	1.00	S-Jun. 2023	-2.4
Other recreational goods(5)	0.416	-0.5	-0.002	0.57	-	-
Toys	0.328	-0.7	-0.002	0.65	S-Oct. 2023	-0.9
Toys, games, hobbies and playground equipment(5)(6)		-0.6		0.72	S-Oct. 2023	-1.0
Sewing machines, fabric and supplies(4)(5)	0.024	3.2	0.001	1.24	L-Sep. 2023	3.5
Music instruments and accessories(4)(5)	0.052	-1.2	-0.001	0.45	L-Oct. 2023	-0.1
Education and communication commodities(11)	0.838	-0.2	-0.002	0.61	L-Sep. 2023	0.3
Educational books and supplies(4)	0.091	1.5	0.001	0.67	L-May 2022	2.2
College textbooks(4)(6)(14)		1.4		0.95	L-May 2022	2.5
Information technology commodities(11)	0.747	-0.4	-0.003	0.69	L-Sep. 2023	0.3

Expenditure category	Relative importance Nov. 2023	One Month				
		Seasonally adjusted percent change Nov. 2023- Dec. 2023	Seasonally adjusted effect on All Items Nov. 2023- Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) seasonally adjusted change since:(3)	
					Date	Percent change
Computers, peripherals, and smart home assistants(4)(7)	0.351	-1.3	-0.005	0.91	L-Oct. 2023	-0.8
Computer software and accessories(4)(5)	0.021	-2.8	-0.001	1.80	S-Sep. 2021	-3.5
Telephone hardware, calculators, and other consumer information items(4)(5)	0.375	0.6	0.002	0.96	L-Apr. 2023	1.1
Smartphones(4)(6)(15)		0.3		1.18	L-May 2023	0.7
Alcoholic beverages	0.837	0.3	0.003	0.20	L-Sep. 2023	0.8
Alcoholic beverages at home	0.502	0.4	0.002	0.24	L-Sep. 2023	0.8
Beer, ale, and other malt beverages at home	0.194	0.3	0.001	0.39	L-Oct. 2023	0.7
Distilled spirits at home(4)	0.086	-0.5	0.000	0.31	S-Mar. 2023	-0.9
Whiskey at home(4)(6)		-0.8		0.46	S-Oct. 2023	-1.0
Distilled spirits, excluding whiskey, at home(4)(6)		-0.2		0.37	S-Aug. 2023	-0.5
Wine at home(4)	0.223	-0.1	0.000	0.40	L-Oct. 2023	0.0
Alcoholic beverages away from home(4)	0.335	0.2	0.001	0.25	L-Oct. 2023	0.2
Beer, ale, and other malt beverages away from home(4)(5)(6)		0.0		0.33	-	-
Wine away from home(4)(5)(6)		-0.1		0.41	S-Oct. 2023	-0.1
Distilled spirits away from home(4)(5)(6)		0.4		0.34	L-Sep. 2023	0.7
Other goods(11)	1.263	-0.6	-0.007	0.23	S-Dec. 2019	-0.8
Tobacco and smoking products(4)	0.515	-0.1	0.000	0.23	S-Dec. 2022	-0.1
Cigarettes(4)(5)	0.428	-0.3	-0.001	0.25	S-Apr. 2023	-0.3
Tobacco products other than cigarettes(4)(5)	0.080	1.1	0.001	0.57	S-Sep. 2023	-0.8
Personal care products(4)	0.605	-1.1	-0.007	0.35	S-Dec. 2019	-1.1
Hair, dental, shaving, and miscellaneous personal care products(4)(5)	0.320	0.0	0.000	0.45	L-Oct. 2023	0.1
Cosmetics, perfume, bath, nail preparations and implements(4)	0.273	-2.3	-0.006	0.44	S-May 2001	-2.9
Miscellaneous personal goods(4)(5)	0.143	-0.4	-0.001	0.90	L-Oct. 2023	1.2
Stationery, stationery supplies, gift wrap(6)		0.1		0.94	L-Oct. 2023	3.5
Services less energy services	59.055	0.4	0.257	0.05	S-Oct. 2023	0.3
Shelter	35.170	0.5	0.160	0.06	L-Sep. 2023	0.6
Rent of shelter(16)	34.795	0.4	0.147	0.06	S-Oct. 2023	0.3
Rent of primary residence	7.714	0.4	0.032	0.05	S-Jul. 2023	0.4
Lodging away from home(5)	1.063	0.4	0.004	1.24	L-Sep. 2023	3.7
Housing at school, excluding board(16)	0.163	0.3	0.000	0.05	-	-
Other lodging away from home including hotels and motels	0.900	0.4	0.004	1.42	L-Sep. 2023	4.2
Owners' equivalent rent of residences(16)	26.018	0.5	0.123	0.05	-	-
Owners' equivalent rent of primary residence(16)	24.598	0.5	0.116	0.05	-	-
Tenants' and household insurance(4)(5)	0.375	0.3	0.001	0.14	S-Aug. 2023	0.3

Expenditure category	Relative importance Nov. 2023	One Month				
		Seasonally adjusted percent change Nov. 2023- Dec. 2023	Seasonally adjusted effect on All Items Nov. 2023- Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) seasonally adjusted change since:(3)	
					Date	Percent change
Water and sewer and trash collection services(5)	1.073	0.1	0.001	0.12	S-Mar. 2022	0.1
Water and sewerage maintenance	0.765	0.1	0.001	0.13	S-Oct. 2022	0.0
Garbage and trash collection(4)(13)	0.308	0.1	0.000	0.16	S-Oct. 2023	0.1
Household operations(4)(5)						
Domestic services(4)(5)						
Gardening and lawncare services(4)(5)						
Moving, storage, freight expense(4)(5)	0.101	-2.0	-0.002	0.88	S-Oct. 2023	-3.1
Repair of household items(4)(5)						
Medical care services	6.374	0.7	0.045	0.10	L-Sep. 2022	0.8
Professional services	3.529	0.3	0.011	0.15	S-Oct. 2023	-0.3
Physicians' services(4)	1.777	0.2	0.004	0.18	S-Oct. 2023	-1.0
Dental services	0.925	0.8	0.008	0.25	L-Aug. 2023	1.6
Eyeglasses and eye care(4)(9)	0.312	-0.2	-0.001	0.36	-	-
Services by other medical professionals(4)(9)	0.514	0.0	0.000	0.21	-	-
Hospital and related services(4)	2.308	0.5	0.011	0.13	L-Oct. 2023	1.0
Hospital services(4)(17)	1.968	0.5	0.011	0.15	L-Oct. 2023	1.1
Inpatient hospital services(4)(6)(17)		0.5		0.28	L-Oct. 2023	0.9
Outpatient hospital services(4)(6)(9)		0.8		0.28	L-Sep. 2023	1.2
Nursing homes and adult day services(17)	0.189	0.2	0.000	0.16	S-Sep. 2023	-0.8
Care of invalids and elderly at home(4)(8)	0.151	0.4	0.001	0.24	L-Oct. 2023	0.5
Health insurance(4)(8)	0.537	1.1	0.006	0.10	-	-
Transportation services	6.127	0.1	0.007	0.21	S-Jun. 2023	0.1
Leased cars and trucks(4)(14)						
Car and truck rental(5)	0.113	-0.7	-0.001	1.18	L-Sep. 2023	0.0
Motor vehicle maintenance and repair(4)	1.145	-0.3	-0.003	0.40	S-Mar. 2022	-0.3
Motor vehicle body work(4)	0.057	1.0	0.001	0.30	L-Oct. 2022	1.4
Motor vehicle maintenance and servicing(4)	0.587	-0.5	-0.003	0.51	S-Mar. 2022	-1.0
Motor vehicle repair(4)(5)	0.442	-0.1	0.000	0.64	S-Feb. 2023	-0.3
Motor vehicle insurance	2.874	1.5	0.044	0.22	L-Oct. 2023	1.9
Motor vehicle fees(4)(5)	0.488	0.6	0.003	0.22	L-Oct. 2023	0.7
State motor vehicle registration and license fees(4)(5)	0.274	0.3	0.001	0.08	L-Jul. 2023	0.5
Parking and other fees(4)(5)	0.193	1.1	0.002	0.47	L-Oct. 2023	1.6
Parking fees and tolls(5)(6)		-1.0		0.52	S-Jun. 2020	-1.5
Public transportation	0.736	0.7	0.005	0.69	S-Oct. 2023	0.0
Airline fares	0.543	1.0	0.005	0.95	L-Aug. 2023	4.9
Other intercity transportation	0.047	-2.3	-0.001	0.65	S-Mar. 2020	-3.8
Ship fare(4)(5)(6)		-0.6		0.90	L-Sep. 2023	0.0
Intracity transportation(4)	0.142	0.4	0.001	0.60	L-Sep. 2023	1.9
Intracity mass transit(4)(6)(11)		-0.3		0.07	S-Sep. 2021	-0.3
Recreation services(11)	3.125	1.1	0.035	0.20	L-Feb. 2023	1.2
Video and audio services(11)	0.994	0.7	0.006	0.21	L-Mar. 2023	0.9

Expenditure category	Relative importance Nov. 2023	One Month				
		Seasonally adjusted percent change Nov. 2023- Dec. 2023	Seasonally adjusted effect on All Items Nov. 2023- Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) seasonally adjusted change since:(3)	
					Date	Percent change
Cable, satellite, and live streaming television service(13)	0.878	0.7	0.006	0.18	L-Mar. 2023	1.2
Purchase, subscription, and rental of video(4)(5)	0.116	0.4	0.001	0.91	L-Sep. 2023	0.9
Video discs and other media(4)(5)(6)		0.8		1.97	L-Sep. 2023	2.9
Subscription and rental of video and video games(4)(5)(6)		0.4		0.49	S-Oct. 2023	-0.1
Pet services including veterinary(5)	0.552	0.8	0.004	0.31	L-Apr. 2023	2.7
Pet services(4)(5)(6)		0.0		0.53	L-Aug. 2023	0.9
Veterinarian services(5)(6)		1.2		0.41	S-Oct. 2023	0.6
Photographers and photo processing(4)(5)	0.039	0.1	0.000	0.34	-	-
Other recreation services(5)	1.537	1.6	0.024	0.29	L-Oct. 2021	1.6
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees(4)(5)	0.663	1.5	0.010	0.18	L-Sep. 2020	2.6
Admissions(4)	0.453	1.4	0.006	0.69	L-Sep. 2023	3.0
Admission to movies, theaters, and concerts(4)(5)(6)		1.0		0.54	S-Oct. 2023	0.0
Admission to sporting events(4)(5)(6)		3.2		2.96	L-Oct. 2023	3.6
Fees for lessons or instructions(4)(9)	0.187	1.8	0.003	0.38	L-Apr. 2023	5.0
Education and communication services(11)	4.805	0.2	0.008	0.06	L-Jul. 2023	0.3
Tuition, other school fees, and childcare	2.157	0.2	0.005	0.06	L-Sep. 2023	0.3
College tuition and fees	1.171	0.2	0.002	0.07	L-Aug. 2023	0.2
Elementary and high school tuition and fees	0.312	0.3	0.001	0.09	L-Oct. 2023	0.4
Day care and preschool(12)	0.574	0.4	0.002	0.19	L-Sep. 2023	0.9
Technical and business school tuition and fees(4)(5)	0.026	0.1	0.000	0.14	S-Sep. 2023	-0.1
Postage and delivery services(5)	0.072	0.4	0.000	0.06	L-Sep. 2023	0.5
Postage	0.061	0.6	0.000	0.00	L-Jan. 2023	1.2
Delivery services(5)	0.011	-0.7	0.000	0.48	S-Jul. 2023	-0.7
Telephone services(4)(5)	1.598	0.1	0.002	0.06	L-Oct. 2023	0.1
Wireless telephone services(4)(5)	1.356	0.0	0.000	0.04	-	-
Residential telephone services(4)(11)	0.243	0.8	0.002	0.21	L-Oct. 2023	0.9
Internet services and electronic information providers(4)(5)	0.971	0.1	0.001	0.21	S-Oct. 2023	-0.1
Other personal services(4)(11)	1.474	0.1	0.002	0.18	S-Jul. 2023	-0.1
Personal care services(4)	0.608	0.1	0.001	0.34	S-Sep. 2023	0.0
Haircuts and other personal care services(4)(5)	0.608	0.1	0.001	0.34	S-Sep. 2023	0.0
Miscellaneous personal services(4)	0.866	0.1	0.001	0.20	S-Oct. 2023	0.1
Legal services(4)(9)						
Funeral expenses(4)(9)	0.170	0.5	0.001	0.19	S-Oct. 2023	0.2
Laundry and dry cleaning services(4)(5)	0.144	0.4	0.001	0.36	S-Oct. 2023	0.3

Expenditure category	Relative importance Nov. 2023	One Month				
		Seasonally adjusted percent change Nov. 2023-Dec. 2023	Seasonally adjusted effect on All Items Nov. 2023-Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) seasonally adjusted change since:(3)	
					Date	Percent change
Apparel services other than laundry and dry cleaning(4)(5)	0.027	0.1	0.000	0.69	S-Oct. 2023	-0.7
Financial services(4)(9)	0.183	-0.2	0.000	0.59	S-Aug. 2023	-2.0
Checking account and other bank services(4)(5)(6)		0.8		0.13	L-Sep. 2023	3.2
Tax return preparation and other accounting fees(4)(5)(6)						
Special aggregate indexes						
All items less food	86.576	0.3	0.275	0.04	L-Sep. 2023	0.4
All items less shelter	64.830	0.2	0.143	0.05	L-Sep. 2023	0.3
All items less food and shelter	51.406	0.2	0.115	0.06	L-Sep. 2023	0.3
All items less food, shelter, and energy	44.666	0.2	0.086	0.05	-	-
All items less food, shelter, energy, and used cars and trucks	42.122	0.2	0.074	0.06	L-Oct. 2023	0.2
All items less medical care	92.151	0.3	0.260	0.04	L-Sep. 2023	0.4
All items less energy	93.259	0.3	0.275	0.04	-	-
Commodities	37.678	0.1	0.026	0.06	L-Sep. 2023	0.1
Commodities less food, energy, and used cars and trucks	18.237	-0.1	-0.013	0.09	L-Oct. 2023	0.0
Commodities less food	24.254	0.0	-0.003	0.08	L-Sep. 2023	0.0
Commodities less food and beverages	23.417	0.0	-0.005	0.09	L-Sep. 2023	0.0
Services	62.322	0.5	0.287	0.05	-	-
Services less rent of shelter(16)	27.528	0.6	0.152	0.08	-	-
Services less medical care services	55.948	0.4	0.223	0.06	S-Oct. 2023	0.4
Durables	12.121	-0.5	-0.060	0.08	S-Oct. 2023	-0.5
Nondurables	25.557	0.3	0.082	0.08	L-Sep. 2023	0.6
Nondurables less food	12.133	0.2	0.029	0.12	L-Sep. 2023	0.8
Nondurables less food and beverages	11.296	0.3	0.030	0.13	L-Sep. 2023	0.8
Nondurables less food, beverages, and apparel	8.832	0.2	0.021	0.12	L-Sep. 2023	1.4
Nondurables less food and apparel	9.669	0.2	0.020	0.11	L-Sep. 2023	1.3
Housing	44.837	0.4	0.167	0.06	-	-
Education and communication(5)	5.643	0.1	0.006	0.10	L-Sep. 2023	0.1
Education(5)	2.248	0.3	0.006	0.07	L-Sep. 2023	0.3
Communication(5)	3.395	0.0	0.000	0.17	L-Sep. 2023	0.0
Information and information processing(5)	3.323	0.0	0.000	0.17	L-Sep. 2023	0.0
Information technology, hardware and services(18)	1.725	-0.1	-0.002	0.34	L-Sep. 2023	0.0
Recreation(5)	5.327	0.4	0.023	0.15	L-Sep. 2023	0.4
Video and audio(5)	1.256	0.2	0.003	0.20	L-Sep. 2023	0.2
Pets, pet products and services(5)	1.216	0.6	0.008	0.26	L-Apr. 2023	1.8
Photography(5)	0.063	0.1	0.000	0.47	S-Aug. 2023	-0.3
Food and beverages	14.261	0.2	0.031	0.09	-	-
Domestically produced farm food(4)	7.156	-0.1	-0.005	0.14	L-Oct. 2023	0.3
Other services	9.404	0.5	0.044	0.08	L-Apr. 2023	0.5
Apparel less footwear	1.963	0.2	0.004	0.41	L-Oct. 2023	0.2
Fuels and utilities	4.531	0.6	0.025	0.33	S-Oct. 2023	0.2
Household energy	3.457	0.7	0.024	0.42	S-Oct. 2023	0.2
Medical care	7.849	0.6	0.043	0.09	-	-
Transportation	16.883	0.2	0.035	0.10	L-Sep. 2023	0.3

Expenditure category	Relative importance Nov. 2023	One Month				
		Seasonally adjusted percent change Nov. 2023-Dec. 2023	Seasonally adjusted effect on All Items Nov. 2023-Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) seasonally adjusted change since:(3)	
					Date	Percent change
Private transportation	16.147	0.2	0.030	0.10	L-Sep. 2023	0.3
New and used motor vehicles(5)	7.889	-0.2	-0.019	0.11	S-Oct. 2023	-0.4
Utilities and public transportation	7.554	0.4	0.032	0.20	S-Oct. 2023	0.3
Household furnishings and operations	5.136	-0.4	-0.018	0.21	-	-
Other goods and services	2.737	-0.2	-0.006	0.15	S-Aug. 2020	-0.2
Personal care(4)	2.222	-0.3	-0.006	0.17	S-Aug. 2020	-0.3

Footnotes

(1) The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that month the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

(2) A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 0.6 percent, and its standard error was 0.15 percent, the margin of error on this item's 1-month percent change would be 0.6 percent, plus or minus 0.3 percent.

(3) If the current seasonally adjusted 1-month percent change is greater than the previous published 1-month percent change, then this column identifies the closest prior month with a 1-month percent change as (L)arge as or (L)arger than the current 1-month change. If the current 1-month percent change is smaller than the previous published 1-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 1-month percent changes are equal, a dash will appear. Standard numerical comparisons are used. For example, 0.8% is greater than 0.6%, -0.4% is less than -0.2%, and -0.2% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

(4) Not seasonally adjusted.

(5) Indexes on a December 1997=100 base.

(6) Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

(7) Indexes on a December 2007=100 base.

(8) Indexes on a December 2005=100 base.

(9) Indexes on a December 1986=100 base.

(10) Indexes on a December 1993=100 base.

(11) Indexes on a December 2009=100 base.

(12) Indexes on a December 1990=100 base.

(13) Indexes on a December 1983=100 base.

(14) Indexes on a December 2001=100 base.

(15) Indexes on a December 2019=100 base.

(16) Indexes on a December 1982=100 base.

(17) Indexes on a December 1996=100 base.

(18) Indexes on a December 1988=100 base.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2023, 12-month analysis table
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2023	Twelve Month				
		Unadjusted percent change Dec. 2022-Dec. 2023	Unadjusted effect on All Items Dec. 2022-Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) unadjusted change since: (3)	
					Date	Percent change
All items	100.000	3.4		0.12	L-Sep. 2023	3.7
Food	13.424	2.7	0.366	0.19	S-Jun. 2021	2.4
Food at home	8.553	1.3	0.114	0.26	S-Jun. 2021	0.9
Cereals and bakery products	1.162	2.6	0.030	0.54	S-Aug. 2021	1.6
Cereals and cereal products	0.359	0.4	0.001	0.87	S-Jun. 2021	-0.9
Flour and prepared flour mixes	0.060	2.2	0.001	2.29	S-Jul. 2021	0.8
Breakfast cereal	0.146	0.3	0.000	1.37	S-Jun. 2021	-0.3
Rice, pasta, cornmeal	0.153	-0.3	0.000	1.09	S-Aug. 2021	-0.7
Rice(4)(5)		0.1		1.25	S-Sep. 2021	0.1
Bakery products	0.803	3.6	0.028	0.69	S-Oct. 2021	3.6
Bread(4)	0.226	3.1	0.007	1.07	S-Oct. 2021	2.3

Expenditure category	Relative importance Nov. 2023	Twelve Month				
		Unadjusted percent change Dec. 2022-Dec. 2023	Unadjusted effect on All Items Dec. 2022-Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) unadjusted change since: (3)	
					Date	Percent change
White bread(5)		2.7		1.29	S-Oct. 2021	1.3
Bread other than white(5)		3.6		1.48	S-Oct. 2021	3.2
Fresh biscuits, rolls, muffins(4)	0.121	4.1	0.005	1.60	S-Sep. 2021	4.0
Cakes, cupcakes, and cookies	0.205	2.6	0.005	1.33	S-Jul. 2021	2.4
Cookies(5)		2.7		1.61	S-Dec. 2021	2.1
Fresh cakes and cupcakes(5)		3.8		2.40	-	-
Other bakery products	0.251	4.4	0.011	1.36	L-Oct. 2023	4.4
Fresh sweetrolls, coffeecakes, doughnuts(5)		3.1		2.06	S-Sep. 2023	1.5
Crackers, bread, and cracker products(5)		7.7		1.86	L-Aug. 2023	7.8
Frozen and refrigerated bakery products, pies, tarts, turnovers(5)		2.3		1.78	L-Oct. 2023	2.7
Meats, poultry, fish, and eggs	1.782	-0.1	-0.002	0.47	S-Jul. 2023	-0.2
Meats, poultry, and fish	1.670	2.3	0.038	0.49	L-Oct. 2023	2.4
Meats	1.044	3.6	0.038	0.54	-	-
Beef and veal	0.460	8.7	0.038	0.84	-	-
Uncooked ground beef	0.164	6.7	0.011	1.09	S-Sep. 2023	5.8
Uncooked beef roasts(4)	0.061	8.9	0.005	2.36	S-Sep. 2023	6.0
Uncooked beef steaks(4)	0.189	11.2	0.020	1.39	L-Apr. 2022	11.8
Uncooked other beef and veal(4)	0.045	5.6	0.002	1.90	S-Oct. 2023	4.1
Pork	0.331	0.1	0.000	1.08	L-Oct. 2023	0.3
Bacon, breakfast sausage, and related products(4)	0.142	-0.8	-0.001	1.30	L-Oct. 2023	-0.6
Bacon and related products(5)		1.6		1.78	L-Oct. 2022	2.1
Breakfast sausage and related products(4)(5)		-3.7		1.96	S-May 2016	-5.0
Ham	0.066	2.5	0.002	2.56	L-Aug. 2023	3.7
Ham, excluding canned(5)		2.5		2.65	L-Aug. 2023	3.8
Pork chops	0.045	-0.4	0.000	1.97	S-Jul. 2023	-2.4
Other pork including roasts, steaks, and ribs(4)	0.079	-0.1	0.000	2.44	S-Oct. 2023	-0.6
Other meats	0.253	-0.2	0.000	1.03	S-Aug. 2021	-0.5
Frankfurters(5)		2.2		3.05	S-Sep. 2023	1.9
Lunchmeats(4)(5)		0.3		1.25	L-Sep. 2023	2.4
Poultry	0.346	1.2	0.004	1.28	L-Jun. 2023	1.4
Chicken(4)	0.276	0.7	0.002	1.34	L-May 2023	0.9
Fresh whole chicken(5)		3.1		2.82	S-Oct. 2023	2.3
Fresh and frozen chicken parts(5)		0.0		1.75	L-Apr. 2023	2.8
Other uncooked poultry including turkey(4)	0.070	3.3	0.002	2.65	S-Oct. 2021	1.7
Fish and seafood	0.279	-1.4	-0.004	1.00	L-Aug. 2023	0.1
Fresh fish and seafood(4)	0.134	-2.5	-0.004	1.48	-	-
Processed fish and seafood(4)	0.145	-0.5	-0.001	1.31	-	-
Shelf stable fish and seafood(5)		3.8		1.98	S-Jun. 2023	0.2
Frozen fish and seafood(5)		-2.8		1.78	S-Feb. 2018	-3.5
Eggs	0.113	-23.8	-0.040	2.30	S-Dec. 2016	-33.8
Dairy and related products	0.780	-1.3	-0.011	0.63	L-Oct. 2023	-0.4
Milk(4)	0.192	-1.8	-0.004	1.05	L-Oct. 2023	-1.6

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Fresh whole milk(5)		-2.3		1.33	L-Oct. 2023	-2.2
Fresh milk other than whole(4)(5)		-1.4		1.24	L-Oct. 2023	-0.9
Cheese and related products	0.237	-3.3	-0.008	0.90	S-Dec. 2015	-3.7
Ice cream and related products	0.121	2.8	0.003	1.67	L-Sep. 2023	4.5
Other dairy and related products(4)	0.229	-0.8	-0.002	1.16	S-Jun. 2021	-0.8
Fruits and vegetables	1.468	0.3	0.005	0.64	S-Mar. 2020	-1.9
Fresh fruits and vegetables	1.096	-0.5	-0.005	0.78	S-Sep. 2023	-0.5
Fresh fruits	0.593	3.6	0.021	1.09	L-Nov. 2022	6.6
Apples	0.075	-5.9	-0.005	1.97	S-Aug. 2020	-7.3
Bananas	0.088	1.0	0.001	1.38	L-Oct. 2023	1.5
Citrus fruits(4)	0.179	5.4	0.009	2.19	L-Nov. 2022	9.5
Oranges, including tangerines(5)		5.3		2.24	L-Nov. 2022	12.4
Other fresh fruits(4)	0.251	6.4	0.016	1.87	L-Oct. 2022	6.6
Fresh vegetables	0.503	-4.8	-0.026	0.87	S-Feb. 2017	-7.2
Potatoes	0.082	-2.8	-0.002	1.49	S-Oct. 2023	-3.3
Lettuce	0.071	-16.7	-0.014	1.85	S-Jan. 2017	-16.8
Tomatoes	0.082	-7.2	-0.007	2.00	S-Dec. 2019	-7.7
Other fresh vegetables	0.268	-1.0	-0.003	1.11	L-Oct. 2023	-0.7
Processed fruits and vegetables(4)	0.372	2.7	0.010	0.74	L-Oct. 2023	4.8
Canned fruits and vegetables(4)	0.190	2.4	0.005	1.14	L-Oct. 2023	3.2
Canned fruits(4)(5)		2.4		1.47	L-Oct. 2023	3.0
Canned vegetables(4)(5)		2.1		1.60	L-Oct. 2023	3.3
Frozen fruits and vegetables(4)	0.108	3.9	0.004	1.47	S-Nov. 2021	2.8
Frozen vegetables(5)		6.1		2.04	-	-
Other processed fruits and vegetables including dried(4)	0.073	1.7	0.001	1.53	S-Oct. 2021	1.7
Dried beans, peas, and lentils(4)(5)		-1.5		2.63	S-Dec. 2019	-1.9
Nonalcoholic beverages and beverage materials	1.030	2.6	0.027	0.62	S-Aug. 2021	2.0
Juices and nonalcoholic drinks(4)	0.726	3.6	0.027	0.88	-	-
Carbonated drinks	0.304	2.9	0.009	1.51	S-Aug. 2021	2.0
Frozen noncarbonated juices and drinks(4)	0.009	19.1	0.002	1.75	L-Oct. 2023	22.1
Nonfrozen noncarbonated juices and drinks(4)	0.413	3.9	0.016	1.14	L-Oct. 2023	4.1
Beverage materials including coffee and tea(4)	0.304	0.3	0.001	1.07	S-Apr. 2021	0.0
Coffee	0.193	-1.6	-0.003	1.50	S-Dec. 2019	-2.3
Roasted coffee(5)		-2.0		1.67	S-Dec. 2019	-2.8
Instant coffee(5)		-0.5		2.12	L-Oct. 2023	0.7
Other beverage materials including tea(4)	0.111	3.7	0.004	1.52	L-Oct. 2023	4.3
Other food at home	2.331	2.8	0.065	0.42	S-Aug. 2021	1.5
Sugar and sweets	0.306	5.2	0.016	1.29	S-Oct. 2023	5.2
Sugar and sugar substitutes	0.041	6.9	0.003	1.15	L-Oct. 2023	8.8
Candy and chewing gum(4)	0.195	5.5	0.011	1.67	S-Jan. 2022	4.8
Other sweets(4)	0.070	3.4	0.002	2.14	L-Aug. 2023	3.8
Fats and oils	0.255	2.3	0.006	1.33	S-Apr. 2021	1.7
Butter and margarine(4)	0.081	-2.8	-0.002	1.78	S-Oct. 2023	-2.9

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Butter(5)		-2.9		2.76	S-Oct. 2023	-3.7
Margarine(5)		-1.8		2.94	S-Dec. 2019	-2.0
Salad dressing(4)	0.060	3.0	0.002	1.80	L-Oct. 2023	4.0
Other fats and oils including peanut butter(4)	0.114	5.8	0.007	2.15	S-Sep. 2023	5.0
Peanut butter(4)(5)		3.0		2.67	L-Apr. 2023	4.4
Other foods	1.770	2.4	0.043	0.49	S-Aug. 2021	0.6
Soups	0.102	0.6	0.001	2.49	S-Oct. 2023	-0.1
Frozen and freeze dried prepared foods	0.265	0.7	0.002	1.18	L-Oct. 2023	1.2
Snacks	0.372	2.0	0.007	1.08	S-Sep. 2021	1.9
Spices, seasonings, condiments, sauces	0.357	4.1	0.015	0.88	S-Oct. 2021	2.6
Salt and other seasonings and spices(4)(5)		3.4		1.57	S-Sep. 2023	3.4
Olives, pickles, relishes(4)(5)		3.3		1.92	S-Oct. 2021	2.2
Sauces and gravies(4)(5)		6.7		1.85	S-Sep. 2023	6.7
Other condiments(5)		2.1		2.25	S-Sep. 2021	1.8
Baby food and formula(4)	0.040	7.3	0.003	1.74	S-Jul. 2023	5.9
Other miscellaneous foods(4)	0.636	2.4	0.016	0.87	S-Aug. 2021	1.1
Prepared salads(5)(6)		1.8		1.97	L-Oct. 2023	2.8
Food away from home	4.870	5.2	0.252	0.41	S-Sep. 2021	4.7
Full service meals and snacks(4)	2.324	4.5	0.104	0.46	L-Sep. 2023	5.1
Limited service meals and snacks(4)	2.272	5.9	0.131	0.44	S-Nov. 2020	5.9
Food at employee sites and schools(4)	0.076	3.3	0.003	8.16	S-Jul. 2022	-13.9
Food at elementary and secondary schools(5)(7)		2.2		67.80	S-Oct. 2023	-22.2
Food from vending machines and mobile vendors(4)	0.027	13.1	0.003	1.67	S-Nov. 2022	11.5
Other food away from home(4)	0.171	6.6	0.011	0.74	S-Jul. 2023	5.9
Energy	6.741	-2.0	-0.140	0.49	L-Sep. 2023	-0.5
Energy commodities	3.473	-2.9	-0.102	0.51	L-Sep. 2023	2.2
Fuel oil and other fuels	0.190	-11.8	-0.025	1.65	L-Sep. 2023	-5.6
Fuel oil	0.131	-14.7	-0.022	2.30	L-Sep. 2023	-5.1
Propane, kerosene, and firewood(8)	0.059	-5.0	-0.003	1.75	L-Apr. 2023	-3.5
Motor fuel	3.283	-2.3	-0.076	0.54	L-Sep. 2023	2.7
Gasoline (all types)	3.194	-1.9	-0.061	0.55	L-Sep. 2023	3.0
Gasoline, unleaded regular(5)		-2.2		0.88	L-Sep. 2023	3.0
Gasoline, unleaded midgrade(5)(9)		-0.8		0.96	L-Sep. 2023	3.4
Gasoline, unleaded premium(5)		-0.1		0.95	L-Sep. 2023	3.0
Other motor fuels(4)	0.090	-15.2	-0.016	0.77	L-Oct. 2023	-11.8
Energy services	3.267	-1.1	-0.038	0.83	S-Oct. 2023	-2.3
Electricity	2.522	3.3	0.084	1.16	S-Oct. 2023	2.4
Utility (piped) gas service	0.745	-13.8	-0.122	1.15	S-Oct. 2023	-15.8
All items less food and energy	79.836	3.9	3.126	0.13	S-May 2021	3.8
Commodities less food and energy commodities	20.781	0.2	0.037	0.22	L-Aug. 2023	0.2
Household furnishings and supplies(10)	4.230	-0.9	-0.042	0.58	S-Jun. 2018	-1.2
Window and floor coverings and other linens(4)	0.291	-3.1	-0.010	2.38	L-Sep. 2023	-1.3
Floor coverings(4)	0.082	0.9	0.001	3.67	L-Oct. 2023	1.1

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Window coverings(4)	0.075	5.6	0.004	4.81	S-Oct. 2023	5.4
Other linens(4)	0.133	-9.3	-0.015	3.57	L-Sep. 2023	-3.6
Furniture and bedding	1.113	-4.3	-0.051	1.48	S-Sep. 2023	-5.4
Bedroom furniture	0.367	-1.7	-0.007	1.94	S-Sep. 2023	-2.0
Living room, kitchen, and dining room furniture(4)	0.541	-6.0	-0.035	2.32	S-Sep. 2023	-6.6
Other furniture(4)	0.199	-4.0	-0.008	2.83	S-Sep. 2023	-8.1
Appliances(4)	0.265	-4.0	-0.011	1.60	S-Jan. 2017	-4.3
Major appliances(4)	0.093	-10.3	-0.011	3.05	L-Oct. 2023	-9.6
Laundry equipment(5)		-13.6		2.53	S-Sep. 2023	-13.6
Other appliances(4)	0.171	0.0	0.000	1.96	S-Aug. 2018	-0.3
Other household equipment and furnishings(4)	0.551	-1.1	-0.006	1.93	L-Oct. 2023	-0.9
Clocks, lamps, and decorator items	0.304	-1.0	-0.003	3.33	L-Sep. 2023	0.0
Indoor plants and flowers(11)	0.129	1.8	0.002	1.84	S-Aug. 2023	1.4
Dishes and flatware(4)	0.038	-2.0	-0.001	3.50	L-Jul. 2023	-0.9
Nonelectric cookware and tableware(4)	0.079	-5.5	-0.005	2.19	S-Jun. 2020	-5.7
Tools, hardware, outdoor equipment and supplies(4)	1.050	0.9	0.010	1.32	S-Mar. 2020	0.4
Tools, hardware and supplies(4)	0.267	1.0	0.003	1.71	S-Aug. 2020	1.0
Outdoor equipment and supplies(4)	0.550	1.2	0.007	1.65	S-Apr. 2021	1.0
Housekeeping supplies	0.960	2.8	0.027	0.80	S-Dec. 2021	2.1
Household cleaning products(4)	0.326	3.8	0.012	1.17	L-Oct. 2023	4.6
Household paper products(4)	0.177	2.7	0.005	1.35	S-Nov. 2021	2.6
Miscellaneous household products(4)	0.457	2.1	0.010	1.41	S-Dec. 2021	1.8
Apparel	2.464	1.0	0.024	0.80	S-Mar. 2021	-2.5
Men's and boys' apparel	0.646	1.3	0.009	1.45	S-Nov. 2022	1.3
Men's apparel	0.478	1.8	0.008	1.65	S-Jun. 2021	1.5
Men's suits, sport coats, and outerwear	0.064	-6.0	-0.004	4.48	S-Jul. 2021	-6.1
Men's underwear, nightwear, swimwear, and accessories	0.175	3.3	0.006	1.84	S-Mar. 2023	3.2
Men's shirts and sweaters(4)	0.119	3.8	0.004	3.58	S-Jul. 2023	3.2
Men's pants and shorts	0.111	2.0	0.002	2.80	S-Feb. 2023	0.2
Boys' apparel	0.167	0.2	0.000	2.56	S-Jan. 2023	-1.0
Women's and girls' apparel	1.004	0.6	0.006	1.46	L-Oct. 2023	1.3
Women's apparel	0.842	1.5	0.013	1.64	L-Oct. 2023	1.6
Women's outerwear	0.047	2.7	0.001	3.41	S-Feb. 2023	-0.4
Women's dresses	0.093	0.5	0.000	3.22	L-Sep. 2023	1.0
Women's suits and separates(4)	0.380	0.4	0.001	2.03	L-Oct. 2023	2.8
Women's underwear, nightwear, swimwear, and accessories(4)	0.311	3.1	0.010	3.55	L-Aug. 2023	4.4
Girls' apparel	0.162	-4.3	-0.007	3.35	S-Jan. 2022	-4.3
Footwear	0.501	0.7	0.004	1.11	-	-
Men's footwear	0.183	1.3	0.002	1.63	L-Nov. 2022	2.4
Boys' and girls' footwear	0.117	-2.0	-0.002	2.71	S-Mar. 2021	-4.7
Women's footwear	0.200	1.9	0.004	1.66	L-Sep. 2023	2.1
Infants' and toddlers' apparel	0.100	1.2	0.001	3.96	S-Aug. 2021	-1.4
Jewelry and watches(8)	0.213	2.2	0.005	2.61	L-Oct. 2023	3.1
Watches(8)	0.036	0.4	0.000	4.24	L-Jul. 2023	0.9

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Jewelry(8)	0.177	2.5	0.005	3.21	L-Oct. 2023	3.7
Transportation commodities less motor fuel(10)	7.473	0.0	0.003	0.30	L-May 2023	0.1
New vehicles	4.222	1.0	0.044	0.63	S-Sep. 2020	1.0
New cars(5)		0.4		1.00	S-Jun. 2020	0.1
New trucks(5)(12)		1.1		0.94	S-Sep. 2020	1.0
Used cars and trucks	2.544	-1.3	-0.035	0.12	L-Oct. 2022	2.0
Motor vehicle parts and equipment	0.467	-1.2	-0.006	1.28	L-Oct. 2023	-1.0
Tires	0.316	-1.1	-0.004	1.35	L-Oct. 2023	-0.6
Vehicle accessories other than tires(4)	0.151	-1.4	-0.002	2.38	S-Oct. 2023	-1.7
Vehicle parts and equipment other than tires(5)		-0.8		2.81	S-Oct. 2023	-1.3
Motor oil, coolant, and fluids(5)		-3.3		2.06	L-Sep. 2023	-0.3
Medical care commodities	1.475	4.7	0.069	0.62	S-Oct. 2023	4.7
Medicinal drugs(10)	1.361	4.8	0.064	0.64	S-Oct. 2023	4.6
Prescription drugs	0.947	3.3	0.031	0.64	S-Oct. 2023	3.1
Nonprescription drugs(10)	0.414	8.3	0.033	1.49	L-Sep. 2023	8.4
Medical equipment and supplies(10)	0.114	4.1	0.005	1.66	S-Apr. 2022	3.9
Recreation commodities(10)	2.202	-1.2	-0.028	0.62	S-Oct. 2020	-1.3
Video and audio products(10)	0.262	-6.5	-0.018	1.07	S-Feb. 2023	-6.9
Televisions	0.125	-10.3	-0.015	1.13	S-Sep. 2023	-10.3
Other video equipment(4)	0.015	-2.8	0.000	2.94	L-Jul. 2023	-0.6
Audio equipment	0.053	-6.4	-0.004	2.97	S-Oct. 2021	-7.3
Recorded music and music subscriptions(4)	0.059	0.2	0.000	1.26	S-Sep. 2022	-1.2
Pets and pet products	0.663	3.1	0.020	1.06	L-Oct. 2023	3.5
Pet food(4)(5)		5.1		1.44	S-Feb. 2022	3.7
Purchase of pets, pet supplies, accessories(4)(5)		0.1		1.87	L-Sep. 2023	0.1
Sporting goods	0.728	-2.5	-0.019	1.29	S-May 2017	-3.2
Sports vehicles including bicycles	0.419	-2.6	-0.011	2.06	S-Aug. 2016	-3.1
Sports equipment	0.301	-2.4	-0.008	1.60	S-Oct. 2023	-2.5
Photographic equipment and supplies	0.022	6.4	0.001	3.12	S-Sep. 2023	-0.9
Photographic equipment(4)(5)		6.4		4.24	S-Sep. 2023	-1.8
Recreational reading materials	0.111	0.4	0.000	1.71	S-Oct. 2023	0.2
Newspapers and magazines(4)	0.060	1.6	0.001	2.69	L-May 2023	4.6
Recreational books(4)	0.051	-1.1	-0.001	2.26	S-Aug. 2023	-1.8
Other recreational goods(4)	0.416	-2.8	-0.012	1.45	S-Feb. 2021	-2.8
Toys	0.328	-4.5	-0.016	1.66	S-Oct. 2020	-4.8
Toys, games, hobbies and playground equipment(4)(5)		-4.5		2.97	S-Aug. 2020	-4.8
Sewing machines, fabric and supplies(4)	0.024	10.6	0.003	3.77	S-Oct. 2023	5.0
Music instruments and accessories(4)	0.052	3.9	0.002	1.91	S-Jan. 2023	3.6
Education and communication commodities(10)	0.838	-7.2	-0.067	1.55	L-Oct. 2023	-7.1
Educational books and supplies	0.091	-3.6	-0.004	2.75	L-Oct. 2023	-3.2
College textbooks(5)(13)		-4.9		2.11	L-Oct. 2023	-4.7
Information technology commodities(10)	0.747	-7.6	-0.064	1.94	L-Oct. 2023	-7.6

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Computers, peripherals, and smart home assistants(6)	0.351	-3.6	-0.013	3.10	L-Oct. 2022	-3.1
Computer software and accessories(4)	0.021	-9.9	-0.002	3.17	S-Aug. 2023	-10.2
Telephone hardware, calculators, and other consumer information items(4)	0.375	-10.9	-0.048	2.23	L-Oct. 2023	-8.7
Smartphones(5)(14)		-14.4		3.27	S-Sep. 2023	-15.4
Alcoholic beverages	0.837	2.5	0.021	0.56	S-Dec. 2021	2.3
Alcoholic beverages at home	0.502	1.2	0.006	0.65	S-Dec. 2021	1.2
Beer, ale, and other malt beverages at home	0.194	1.9	0.004	0.85	S-Jan. 2022	1.8
Distilled spirits at home	0.086	0.8	0.001	0.64	S-Oct. 2022	0.5
Whiskey at home(5)		1.1		1.47	S-May 2023	1.1
Distilled spirits, excluding whiskey, at home(5)		0.7		1.03	L-Oct. 2023	1.2
Wine at home	0.223	0.7	0.002	1.04	L-Oct. 2023	1.1
Alcoholic beverages away from home	0.335	4.6	0.015	1.01	S-Feb. 2022	4.5
Beer, ale, and other malt beverages away from home(4)(5)		4.8		1.15	S-Jul. 2023	4.5
Wine away from home(4)(5)		4.5		1.11	S-Feb. 2022	4.1
Distilled spirits away from home(4)(5)		5.2		1.24	S-Mar. 2023	5.1
Other goods(10)	1.263	4.6	0.057	0.49	S-Jan. 2022	4.3
Tobacco and smoking products	0.515	7.8	0.038	0.73	L-Sep. 2022	8.2
Cigarettes(4)	0.428	7.8	0.032	0.72	S-Oct. 2023	7.6
Tobacco products other than cigarettes(4)	0.080	7.8	0.006	1.50	L-May 2010	8.0
Personal care products	0.605	3.3	0.019	0.66	S-May 2022	2.8
Hair, dental, shaving, and miscellaneous personal care products(4)	0.320	5.1	0.016	0.81	S-May 2022	4.4
Cosmetics, perfume, bath, nail preparations and implements	0.273	1.2	0.003	0.99	S-May 2022	1.0
Miscellaneous personal goods(4)	0.143	-0.9	-0.001	2.04	S-Jun. 2021	-1.9
Stationery, stationery supplies, gift wrap(5)		-0.1		3.36	S-May 2021	-1.2
Services less energy services	59.055	5.3	3.089	0.16	S-May 2022	5.2
Shelter	35.170	6.2	2.117	0.23	S-Aug. 2022	6.2
Rent of shelter(15)	34.795	6.2	2.103	0.24	S-Jul. 2022	5.8
Rent of primary residence	7.714	6.5	0.487	0.21	S-Jul. 2022	6.3
Lodging away from home(4)	1.063	0.2	0.002	2.31	S-Mar. 2021	-6.4
Housing at school, excluding board(15)	0.163	3.9	0.006	0.31	L-Sep. 2023	3.9
Other lodging away from home including hotels and motels	0.900	-0.5	-0.004	2.63	S-Mar. 2021	-7.6
Owners' equivalent rent of residences(15)	26.018	6.3	1.614	0.24	S-Aug. 2022	6.3
Owners' equivalent rent of primary residence(15)	24.598	6.3	1.525	0.24	S-Aug. 2022	6.3
Tenants' and household insurance(4)	0.375	3.6	0.013	0.68	L-Apr. 2015	4.5
Water and sewer and trash collection services(4)	1.073	5.2	0.055	0.37	S-Sep. 2023	5.2

Expenditure category	Relative importance Nov. 2023	Twelve Month				
		Unadjusted percent change Dec. 2022- Dec. 2023	Unadjusted effect on All Items Dec. 2022- Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) unadjusted change since: (3)	
					Date	Percent change
Water and sewerage maintenance	0.765	4.7	0.035	0.44	S-Sep. 2023	4.6
Garbage and trash collection(12)	0.308	6.5	0.020	0.80	S-Oct. 2023	6.5
Household operations(4)						
Domestic services(4)						
Gardening and lawncare services(4)						
Moving, storage, freight expense(4)	0.101	-3.4	-0.004	3.46	S-Oct. 2023	-3.8
Repair of household items(4)						
Medical care services	6.374	-0.5	-0.032	0.39	L-May 2023	-0.1
Professional services	3.529	1.4	0.049	0.52	L-Aug. 2023	1.9
Physicians' services	1.777	-0.6	-0.012	0.85	L-Sep. 2023	-0.2
Dental services	0.925	5.0	0.046	1.14	L-Aug. 2023	5.3
Eyeglasses and eye care(8)	0.312	2.4	0.007	0.94	S-Oct. 2023	0.7
Services by other medical professionals(8)	0.514	1.4	0.008	2.53	L-Dec. 2022	2.1
Hospital and related services	2.308	5.6	0.127	0.49	S-Oct. 2023	5.6
Hospital services(16)	1.968	5.5	0.108	0.52	S-Sep. 2023	4.5
Inpatient hospital services(5) (16)		4.9		1.01	S-Sep. 2023	3.8
Outpatient hospital services(5) (8)		6.7		0.87	S-Sep. 2023	6.1
Nursing homes and adult day services(16)	0.189	4.9	0.009	0.63	S-Sep. 2023	4.8
Care of invalids and elderly at home(7)	0.151	6.7	0.010	1.24	L-Oct. 2023	6.9
Health insurance(7)	0.537	-27.1	-0.208	0.40	L-Jun. 2023	-24.9
Transportation services	6.127	9.7	0.556	0.68	S-Oct. 2023	9.2
Leased cars and trucks(13)						
Car and truck rental(4)	0.113	-12.1	-0.015	2.36	S-Jun. 2023	-12.4
Motor vehicle maintenance and repair	1.145	7.1	0.078	0.90	S-May 2022	6.1
Motor vehicle body work	0.057	4.1	0.002	1.25	L-Sep. 2023	5.9
Motor vehicle maintenance and servicing	0.587	5.0	0.029	1.22	S-May 2022	4.8
Motor vehicle repair(4)	0.442	10.3	0.043	1.70	S-Jul. 2022	8.7
Motor vehicle insurance	2.874	20.3	0.509	1.06	L-Dec. 1976	22.4
Motor vehicle fees(4)	0.488	2.7	0.013	0.71	L-Oct. 2023	2.9
State motor vehicle registration and license fees(4)	0.274	2.2	0.006	0.62	L-Jul. 2023	2.4
Parking and other fees(4)	0.193	3.3	0.007	1.03	L-Oct. 2023	4.4
Parking fees and tolls(4)(5)		3.9		1.37	S-Aug. 2023	3.3
Public transportation	0.736	-6.9	-0.055	1.43	L-Apr. 2023	0.3
Airline fares	0.543	-9.4	-0.055	2.20	L-Apr. 2023	-0.9
Other intercity transportation	0.047	-3.0	-0.001	1.61	S-Jun. 2022	-4.3
Ship fare(4)(5)		6.2		2.38	S-May 2023	2.6
Intracity transportation	0.142	1.5	0.002	1.93	S-Aug. 2023	-0.2
Intracity mass transit(5)(10)		2.5		0.54	S-Sep. 2023	2.3
Recreation services(10)	3.125	5.6	0.175	0.48	L-Oct. 2023	5.7
Video and audio services(10)	0.994	5.3	0.052	0.65	L-Sep. 2023	6.3
Cable, satellite, and live streaming television service(12)	0.878	5.6	0.048	0.60	L-Sep. 2023	6.6
Purchase, subscription, and rental of video(4)	0.116	3.1	0.004	4.14	L-Oct. 2023	3.1

Expenditure category	Relative importance Nov. 2023	Twelve Month				
		Unadjusted percent change Dec. 2022- Dec. 2023	Unadjusted effect on All Items Dec. 2022- Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) unadjusted change since: (3)	
					Date	Percent change
Video discs and other media(4)(5)		9.6		5.83	L-Feb. 2023	11.2
Subscription and rental of video and video games(4)(5)		2.0		1.58	S-Jan. 2022	1.3
Pet services including veterinary(4)	0.552	7.6	0.041	0.97	L-Aug. 2023	8.5
Pet services(4)(5)		0.7		1.28	S-Apr. 2018	0.7
Veterinarian services(4)(5)		10.8		1.62	L-Jun. 2023	11.4
Photographers and photo processing(4)	0.039	6.2	0.002	2.07	L-Oct. 2023	6.3
Other recreation services(4)	1.537	5.2	0.080	0.79	L-Oct. 2023	5.6
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees(4)	0.663	2.9	0.019	0.64	L-Sep. 2023	4.0
Admissions	0.453	8.4	0.037	1.82	L-Oct. 2023	10.9
Admission to movies, theaters, and concerts(4)(5)		5.7		1.37	L-Jun. 2023	6.2
Admission to sporting events(4)(5)		14.9		7.63	S-Aug. 2023	7.2
Fees for lessons or instructions(8)	0.187	6.6	0.012	1.10	S-Sep. 2023	6.4
Education and communication services(10)	4.805	1.3	0.063	0.18	S-Oct. 2022	1.3
Tuition, other school fees, and childcare	2.157	2.7	0.058	0.28	-	-
College tuition and fees	1.171	1.2	0.015	0.41	S-Aug. 2021	0.8
Elementary and high school tuition and fees	0.312	4.9	0.015	0.34	-	-
Day care and preschool(11)	0.574	4.5	0.026	0.54	-	-
Technical and business school tuition and fees(4)	0.026	2.0	0.001	1.19	S-Oct. 2023	1.8
Postage and delivery services(4)	0.072	0.7	0.000	0.66	S-Jan. 2017	0.2
Postage	0.061	-0.1	0.000	0.70	-	-
Delivery services(4)	0.011	5.1	0.001	1.53	S-Sep. 2023	4.2
Telephone services(4)	1.598	-1.9	-0.031	0.17	S-Mar. 2019	-1.9
Wireless telephone services(4)	1.356	-3.0	-0.043	0.17	S-Jul. 2019	-3.0
Residential telephone services(10)	0.243	4.8	0.012	0.91	L-Oct. 2023	5.5
Internet services and electronic information providers(4)	0.971	3.7	0.036	0.58	-	-
Other personal services(10)	1.474	6.4	0.092	0.51	L-Oct. 2023	6.7
Personal care services	0.608	3.7	0.023	0.87	S-May 2020	3.5
Haircuts and other personal care services(4)	0.608	3.7	0.023	0.87	S-May 2020	3.5
Miscellaneous personal services	0.866	8.3	0.069	0.55	L-Sep. 2023	8.3
Legal services(8)						
Funeral expenses(8)	0.170	4.7	0.008	0.46	S-Oct. 2023	4.7
Laundry and dry cleaning services(4)	0.144	5.2	0.007	1.28	-	-
Apparel services other than laundry and dry cleaning(4)	0.027	4.8	0.001	1.84	S-Nov. 2021	2.7
Financial services(8)	0.183	8.4	0.015	1.18	L-Jul. 2023	9.3
Checking account and other bank services(4)(5)		4.5		1.96	L-Feb. 2022	10.0
Tax return preparation and other accounting fees(4)(5)						

Expenditure category	Relative importance Nov. 2023	Twelve Month				
		Unadjusted percent change Dec. 2022- Dec. 2023	Unadjusted effect on All Items Dec. 2022- Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) unadjusted change since: (3)	
					Date	Percent change
Special aggregate indexes						
All items less food	86.576	3.5	2.986	0.14	L-Sep. 2023	3.7
All items less shelter	64.830	1.9	1.235	0.13	L-Sep. 2023	2.0
All items less food and shelter	51.406	1.7	0.869	0.15	L-Apr. 2023	2.3
All items less food, shelter, and energy	44.666	2.2	1.009	0.15	L-Aug. 2023	2.2
All items less food, shelter, energy, and used cars and trucks	42.122	2.5	1.044	0.16	S-Mar. 2021	1.2
All items less medical care	92.151	3.6	3.316	0.13	L-Oct. 2023	3.6
All items less energy	93.259	3.8	3.492	0.12	S-May 2021	3.5
Commodities	37.678	0.8	0.302	0.14	L-Sep. 2023	1.4
Commodities less food, energy, and used cars and trucks	18.237	0.4	0.072	0.26	S-Feb. 2021	0.2
Commodities less food	24.254	-0.3	-0.064	0.19	L-Sep. 2023	0.2
Commodities less food and beverages	23.417	-0.4	-0.086	0.20	L-Sep. 2023	0.1
Services	62.322	5.0	3.051	0.18	S-Feb. 2022	4.8
Services less rent of shelter(15)	27.528	3.4	0.947	0.21	S-Oct. 2023	3.0
Services less medical care services	55.948	5.6	3.083	0.19	S-Apr. 2022	5.6
Durables	12.121	-1.2	-0.157	0.30	L-Jun. 2023	-0.8
Nondurables	25.557	1.8	0.459	0.16	L-Sep. 2023	3.2
Nondurables less food	12.133	0.8	0.093	0.26	L-Sep. 2023	2.7
Nondurables less food and beverages	11.296	0.6	0.071	0.28	L-Sep. 2023	2.6
Nondurables less food, beverages, and apparel	8.832	0.5	0.047	0.32	L-Sep. 2023	2.6
Nondurables less food and apparel	9.669	0.7	0.069	0.28	L-Sep. 2023	2.8
Housing	44.837	4.8	2.130	0.22	S-Nov. 2021	4.8
Education and communication(4)	5.643	-0.1	-0.005	0.28	-	-
Education(4)	2.248	2.4	0.054	0.29	-	-
Communication(4)	3.395	-1.7	-0.059	0.41	-	-
Information and information processing(4)	3.323	-1.7	-0.059	0.41	-	-
Information technology, hardware and services(17)	1.725	-1.6	-0.028	0.81	L-Oct. 2023	-1.0
Recreation(4)	5.327	2.7	0.147	0.38	L-Oct. 2023	3.2
Video and audio(4)	1.256	2.7	0.034	0.59	L-Oct. 2023	3.1
Pets, pet products and services(4)	1.216	5.1	0.061	0.70	L-Oct. 2023	5.2
Photography(4)	0.063	6.3	0.004	1.76	S-Sep. 2023	3.7
Food and beverages	14.261	2.7	0.387	0.19	S-Jun. 2021	2.4
Domestically produced farm food	7.156	1.2	0.090	0.30	S-Jun. 2021	0.9
Other services	9.404	3.5	0.329	0.20	L-Oct. 2023	4.1
Apparel less footwear	1.963	1.0	0.020	1.00	S-Mar. 2021	-3.2
Fuels and utilities	4.531	-0.2	-0.009	0.62	S-Oct. 2023	-1.3
Household energy	3.457	-1.7	-0.064	0.80	S-Oct. 2023	-3.2
Medical care	7.849	0.5	0.037	0.34	L-May 2023	0.7
Transportation	16.883	2.9	0.483	0.30	L-Jan. 2023	3.8
Private transportation	16.147	3.4	0.537	0.29	L-Nov. 2022	7.1
New and used motor vehicles(4)	7.889	0.2	0.019	0.35	L-May 2023	1.4
Utilities and public transportation	7.554	-0.3	-0.021	0.41	S-Oct. 2023	-0.5
Household furnishings and operations	5.136	0.4	0.023	0.49	S-Jun. 2018	0.3
Other goods and services	2.737	5.5	0.148	0.33	S-Mar. 2022	5.5
Personal care	2.222	5.0	0.110	0.36	S-Jan. 2022	4.3

Expenditure category	Relative importance Nov. 2023	Twelve Month				
		Unadjusted percent change Dec. 2022-Dec. 2023	Unadjusted effect on All Items Dec. 2022-Dec. 2023(1)	Standard error, median price change(2)	Largest (L) or Smallest (S) unadjusted change since: (3)	
					Date	Percent change

Footnotes

(1) The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that year the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

(2) A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 2.6 percent, and its standard error was 0.25 percent, the margin of error on this item's 12-month percent change would be 2.6 percent, plus or minus 0.5 percent.

(3) If the current 12-month percent change is greater than the previous published 12-month percent change, then this column identifies the closest prior month with a 12-month percent change as (L)arge as or (L)arger than the current 12-month change. If the current 12-month percent change is smaller than the previous published 12-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 12-month percent changes are equal, a dash will appear. Standard numerical comparison is used. For example, 2.0% is greater than 0.6%, -4.4% is less than -2.0%, and -2.0% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

(4) Indexes on a December 1997=100 base.

(5) Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

(6) Indexes on a December 2007=100 base.

(7) Indexes on a December 2005=100 base.

(8) Indexes on a December 1986=100 base.

(9) Indexes on a December 1993=100 base.

(10) Indexes on a December 2009=100 base.

(11) Indexes on a December 1990=100 base.

(12) Indexes on a December 1983=100 base.

(13) Indexes on a December 2001=100 base.

(14) Indexes on a December 2019=100 base.

(15) Indexes on a December 1982=100 base.

(16) Indexes on a December 1996=100 base.

(17) Indexes on a December 1988=100 base.

Last Modified Date: January 12, 2024

U.S. BUREAU OF LABOR STATISTICS Division of Consumer Prices and Price Indexes Suite 3130 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-7000_ www.bls.gov/CPI [Contact CPI](#)

RESOLUTION NO. ____

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY SETTING THE MONTHLY RATES AND FEES FOR SOLID WASTE SERVICES PURSUANT TO SUBSECTIONS (a), SECTION 23-38, ARTICLE II, CHAPTER 23 OF THE CITY CODE; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

WHEREAS, The City, through the passage of Ordinance No. 2599NS, has adopted a City Fee Schedule as a part of the Code of the City of Shawnee, Oklahoma that contains the description of various fees administered by the City;

WHEREAS, pursuant to Ordinance No. 2599NS, Subsequent versions, adoptions, and updates of the City Fee Schedule shall be accomplished by resolution of the City Commission;

WHEREAS, Part II, Chapter 23, Article II, Sections 23-38 provides for the setting and updating of monthly charges for the collection and removal of solid waste, adopted and updated by resolution of the City Commission, and that such rates shall be described in the City Fee Schedule;

WHEREAS, Section 9.6.1 of Modification to Unit Prices included in the General and Special Provisions for Solid Waste Collection, Recycling and Disposal Services contained with the Request for Proposals for the current Contract for Solid Waste Collection, Recycling and Disposal Services dated July 1, 2020 provides as follows

9.6.1 Fees which may be charged by the CONTRACTOR for the second and subsequent period of the contract will be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services, as published by the U.S. Bureau of Labor Statistics. It is expressly understood and agreed that the maximum annual increase shall not exceed 3.5 percent (3.5%). At the end of the last day of the last month of each contract period, (the "Rate Modification Date") the fees will be increased or decreased for the ensuing contract period in a percentage amount equal to ninety percent (90%) of the net percentage change of the All Items Index, plus ten percent (10%) of the net percentage change of the Gasoline Index. All percentage changes are to be computed as the difference between the index value for the April reporting period for the prior year and the April reporting period of the contract period, divided by the index value for the previous year; and

WHEREAS, Section 5 of the Memorandum of Understanding dated May 18, 2020, provides that the Contract Rate shall be increased, yearly, in accordance with the percentage increase in the Consumer Price Index over the previous twelve-month period from 2020 (i.e. the difference, expressed as a percentage, between the value of the CPI in June, 2021, and the value of the CPI published in June, 2020). The new adjusted Contract Rate shall begin on July 1, of each year. If in any year the CPI decreases, the Contract Rate for that year shall remain flat (and shall not increase or decrease);

WHEREAS, a component of the Schedule of Quotes approved by the Contract for Solid Waste Collection, Recycling and Disposal Services dated July 1, 2020 provides for a monthly Hazardous Waste Collection Fee, said collection to be during the Spring Clean-Up. This component has not been previously included in the monthly charges to residential customers and City Commission wishes to update the rates to include the hazardous waste collection fee; and

WHEREAS, the City Commission wishes to update the City Fee Schedule in a manner described below so as to set monthly rates and fees for solid waste services pursuant to Section 23-38;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1. Sub-Section (a), Section 23-28, Article II, Chapter 23 of the Code of the City of Shawnee provides that: Monthly charges shall be in an amount as described in the city fee schedule, adopted and updated by the City Commission from time to time.

Accordingly, the Solid Waste rates listed in the City Fee Schedule, pursuant to, and associated with, Sub-Section (a), Section 23-38, Article II, Chapter 23 of the Code of the City of Shawnee, are hereby updated to read as follows:

- (a) Solid Waste Rates: The monthly charge for solid waste service for consumers inside the city limits:

RESIDENTIAL

Type of Service	Monthly Rate
Small Polycart (65 gallon)	\$19.19
Large Polycart (95 gallon)	\$24.18
Additional Polycart (95 gallon)	\$12.20
Solid Waste Service Only	\$24.18

Section 2. **Annual review of rates and possible increases.** City Staff shall annually, no later than December 31 of each calendar year, review the Consumer Price Index (CPI) through the United States Bureau of Labor Statistics, to measure the average charge over time in the prices paid by consumers for solid waste collection and removal services. Increases of the above listed rates for residential accounts may be amended per CPI as of December 31 of the calendar year. Said rate increases will take effect on July 1 of the following calendar year. A Resolution will be presented to the Commission to update the City Fee Schedule of any rate changes.

Section 3. **Adoption and Update of City Fee Schedule.** That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit 'A') and the updated City Fee Schedule in whole (Exhibit 'B'). This Resolution updates and changes City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds, and insurance amounts described in the

City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise re-adopted, for full force and effect, in the Code of the City of Shawnee.

Section 4. **Effective Date.** The effective date of the fee changes in this Resolution is July 1, 2024.

PASSED AND APPROVED this 18th day of March, 2024.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount						
<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 23: SOLID WASTE						
Part II Chapter 23 Art II Sec 23-38 (a)	Solid Waste	Once a week residential curbside solid waste collection				
		Type of Service	Monthly Rate			
		Small Polycart (65 gallon)	\$19.19			
		Large Polycart (95 gallon)	\$24.18			
		Additional Polycart (95 gallon)	\$12.20			
		Solid Waste Service Only	\$24.18			
Part II Chapter 23 Art II Sec 23-38 (c)	Solid Waste	Multifamily Dwelling Monthly Rate / Unit	\$5			
Part II Chapter 23 Art II Sec 23-38 (f)	Solid Waste	Minimum deposit for garbage service from City	\$20.00			
Part II Chapter 23 Art II Sec 23-38 (g)	Solid Waste	Public Safety Fee	\$1.65			
Part II Chapter 23 Art II Sec 23-40	Solid Waste	Disposal of household hazardous waste; rates	Not included in this Schedule; See Code Sec 23-40			
Part II Chapter 23 Art III Sec 23-67 (b)	Solid Waste	City Dump; Sanitary Landfill: Fee per cubic yard	\$0.75			

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount						
<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHARTER						
Part I Art V Sec 4	Charter	Bond of City Manager and Other Appointive Officers and Employees			\$25,000	
CHAPTER 1: GENERAL PROVISIONS						
Part II Chapter 1 Sec 1-10 (a)(1) and (b)	General Provisions	General Penalty. Class A Offenses: Maximum Fine for all alcohol and drug related offenses, plus cost		\$800		
Part II Chapter 1 Sec 1-10 (a)(2) and (b)	General Provisions	General Penalty. Class B Offenses: Maximum Fine for violations of ordinances regulating pretreatment of wastewater and stormwater discharges		\$1,000		
Part II Chapter 1 Sec 1-10 (a)(3) and (b)	General Provisions	General Penalty. Class C Offenses: Maximum Fine for all other violations.		\$750		
Part II Chapter 1 Sec 1-10 (d)	General Provisions	Technology Fee	\$10			
Part II Chapter 1 Sec 1-10 (e)	General Provisions	Communication Support Fee	\$10			
CHAPTER 2: ADMINISTRATION						
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for photocopy all ordinances, papers, records, or commission proceedings	\$0.25			
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for certifying all ordinances, papers, records, or commission proceedings	\$1			
Part II Chapter 2 Art VI Div 1 Sec 2-316	Administration	Human Rights. Maximum Fine		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 3: ADVERTISING AND SIGNS						
Part II Chapter 3 Art II Div 1 Sec 3-37 (c)	Advertising and Signs	Redemption fee for impounded sign	\$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a)	Advertising and Signs	Portable signs (temporary)	\$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a)	Advertising and Signs	Permanent signs	\$25 x 4			
Part II Chapter 3 Art II Div 3 Sec 3-96 (a)	Advertising and Signs	Electrical and Non-Electrical Sign Contractors License	\$75			
Part II Chapter 3 Art II Div 3 Sec 3-97 (a)	Advertising and Signs	Electrical and Neon Sign Hanger's License	\$50			
Part II Chapter 3 Art II Div 3 Sec 3-97 (b)	Advertising and Signs	Late License Renewal Fee		\$15		
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	Bond Required Prior to any License			\$2,000	
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	When the number of permits issued to any person shall cover more than 50 signs, panels or structures of 25 feet in length or less, the penal sum of such bond shall be increased \$2,000.00 for each additional 40 of such panels, signs or structures or fraction thereof for which permits are issued to such person.			\$2,000	
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of one person in one accident				\$5,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of any number of persons in any one accident				\$10,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for property damage in any one accident				\$5,000

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 4: ALCOHOLIC BEVERAGES						
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Complimentary Beverage License	\$100			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Brewer's License	\$1,250			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Oklahoma Brewer's License	\$125			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Distiller's License	\$3,125			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Winemaker's License	\$625			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: State winemaker's License	\$75			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Rectifier's License	\$3,125			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Wholesaler's License	\$3,500			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim Wine and Spirits Wholesaler's License	\$3,000			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Class B wholesaler's License	\$625			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim beer distributor's License	\$750			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Package store's License	\$905			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail wine license	\$1,000			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail beer license	\$500.00			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Mixed beverage license - initial and renewal	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Bottle Club's License--Initial and Renewal	\$1,000; and \$900			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal. If caterer is holder of a mixed beverage license issued by the city	\$ 1,250.00			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal.	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, per day	\$50.00			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, annual/quarterly	\$55.00			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Beer and Wine License--Initial and Renewal	\$500; and \$450			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Complimentary Beverage License	\$100			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Brewer's License	\$1,250			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Oklahoma Brewer's License	\$125			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Distiller's License	\$3,125			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Winemaker's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: State winemaker's License	\$75			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Rectifier's License	\$3,125			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Wholesaler's License	\$3,500			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim Wine and Spirits Wholesaler's License	\$3,000			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Class B wholesaler's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim beer distributor's License	\$750			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Package store's License	\$905			

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Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail wine license	\$1,000			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail beer license	\$ 500			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Mixed beverage license - initial and renewal	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Bottle Club's License--Initial and Renewal	\$1,000; and \$900			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal. If caterer is holder of a mixed beverage license issued by the city	\$ 1,250.00			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal.	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, per day	\$50.00			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, annual/quarterly	\$55.00			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Beer and Wine License--Initial and Renewal	\$500; and \$450			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (b)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: License Fee for Section 501 (c) (19) exempt service organizations	\$500			
Part II Chapter 4 Art I Sec 4-5 (c)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Annual Public Event License	\$1,005			
Part II Chapter 4 Art I Sec 4-5 (c)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: One-time public event license	\$255			
Part II Chapter 4 Art I Sec 4-7 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		\$500		
Part II Chapter 4 Art I Sec 4-9 (b)	Alcoholic Beverages	Posting of signs by business: Spread of Minimum Fine and Maximum Fine		\$2,500 to \$5,000		
Part II Chapter 4 Art I Sec 4-9 (c)	Alcoholic Beverages	Posting of signs by business: Failure to post a sign Fine		\$500		
CHAPTER 5: ANIMALS						
Part II Chapter 5 Art I Sec 5-1	Animals	Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-2 (e)	Animals	Cruelty: Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-3 (g)	Animals	Vicious Animals: Maximum Fine		\$200		
Part II Chapter 5 Art I Sec 5-5 (2)	Animals	Keeping porcine, goats, sheep, or hoofed animals other than bovines or equines. Goat, sheep, or hoofed animal -- Permit Fee	\$10			
Part II Chapter 5 Art I Sec 5-5 (3)	Animals	Keeping porcine, goats, sheep, or hoofed animals other an bovines or equines. Porcine--Permit Fee	\$10			
Part II Chapter 5 Art I Sec 5-16	Animals	Abandoning animals in public or private place: Fine upon conviction		\$200		

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Part II Chapter 5 Art I Sec 5-17	Animals	Use of traps: Fine		\$100		
Part II Chapter 5 Art I Sec 5-19 (a)	Animals	Animal a nuisance: Bond			\$500	
Part II Chapter 5 Art I Sec 5-19 (e)	Animals	Animal a nuisance: Fine		\$200		
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Initial Seizure and Impoundment Fee	\$30			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Per Day Seizure and Impoundment Fee	\$10			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Seizure and Impoundment-- Use of Tranquilizer Fee	\$20			
Part II Chapter 5 Art II Sec 5-51 (d)	Animals	Redemption: Maximum Fine		\$500		
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual license fee for adult unaltered male or female (Note: Seniors 50% discount)	\$20			
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual license fee for adult altered male or female (Note: Seniors 50% discount)	\$10			
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Three (3) year license fee for adult unaltered male or female (Note: Seniors 50% discount)	\$45			
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Three (3) year license fee for adult altered male or female (Note: Seniors 50% discount)	\$25			
Part II Chapter 5 Art III Div 2 Sec 5-116	Animals	Dogs: Delinquent license penalty fee	\$5			

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Part II Chapter 5 Art III Div 2 Sec 5-119	Animals	Dogs: Issuance of duplicate tags: Fee to Replaces lost or stolen Dog License Tag	\$5			
Part II Chapter 5 Art III Div 4 Sec 5-178	Animals	Dogs: Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			
Part II Chapter 5 Art III Div 4 Sec 5-179	Animals	Dogs: Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			
Part II Chapter 5 Art III Div 5 Sec 5-208	Animals	Dogs: Kennels: Dog Kennel Operation Annual License	\$300			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats: Annual license fee for adult unaltered male or female Note: Seniors 50% discount	\$20			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats: Annual license fee for adult altered male or female Note: Seniors 50% discount	\$10			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats: Three (3) year license fee for adult unaltered male or female Note: Seniors 50% discount	\$45			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats: Three (3) year license fee for adult altered male or female Note: Seniors 50% discount	\$25			
Part II Chapter 5 Art IV Div 2 Sec 5-279	Animals	Cats: Delinquent license penalty fee	\$5			
Part II Chapter 5 Art IV Div 2 Sec 5-281	Animals	Cats: Issuance of duplicate tags: Fee to Replaces lost or stolen Cat License Tag	\$5			

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Part II Chapter 5 Art IV Div 3 Sec 5-307	Animals	Cats: Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			
Part II Chapter 5 Art IV Div 3 Sec 5-308	Animals	Cats: Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			
Part II Chapter 5 Art IV Div 4 Sec 5-338 (a)	Animals	Cats: Kennels: Cat Kennel Operation Annual License	\$200			
Part II Chapter 5 Art V Sec 5-372	Animals	Dog and Cat Sterilization. Sterilization or agreement and deposit required for adoption	\$50			
Part II Chapter 5 Art V Sec 5-374 (2)	Animals	Maximum Fine of Violation of Form Agreement		\$500		
Part II Chapter 5 Art V Sec 5-379	Animals	Dog and Cat Sterilization. Failure to Comply: Maximum Fine		\$500		
CHAPTER 6: AVIATION						
Part II Chapter 6 Art III Sec 6-58 (b)	Aviation			\$500		
CHAPTER 7: BUILDINGS AND BUILDING REGULATIONS						
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee-- RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee-- COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee-- RESIDENTIAL	\$0.17 per square feet			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee-- COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(3)	Buildings and Building Regulations	Construction of an accessory structure (between 200-400 Feet): Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(4)	Buildings and Building Regulations	Plan Check Fee for Building Plan Review	25% of the building permit fee			
Part II Chapter 7 Art II Sec 7-32 (a)(5)	Buildings and Building Regulations	Removal of Structure to Another Location Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(6)	Buildings and Building Regulations	Demolition Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(7)	Buildings and Building Regulations	Swimming Pool Permit Fee	\$60			
Part II Chapter 7 Art II Sec 7-32 (a)(8)	Buildings and Building Regulations	Driveway Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(9)	Buildings and Building Regulations	Minimum Permit Fee	\$20			
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art II Sec 7-32 Sec 114.4	Buildings and Building Regulations	Maximum Fine		\$500		
-Part II Chapter 7 Art II Sec 7-32 Sec 115.3	Buildings and Building Regulations	Unlawful Continuance Minimum and Maximum Fine Amounts		\$100, \$500		
Part II Chapter 7 Art III Div 2 Sec 7-126 (a)	Buildings and Building Regulations	Electricians. Qualifications. Issuance of Certificate of Registration: Initial Electrical Contractor Fee	\$100			

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Part II Chapter 7 Art III Div 2 Sec 7-126 (b)	Buildings and Building Regulations	Electricians. Qualifications. Issuance of Certificate of Registration: Annual Renewal Electrical Contractor Fee	\$75			
Part II Chapter 7 Art III Div 3 Sec 7-156 (e)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--Up to 200 amps	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--200 to 400 amps	\$100			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--400+ amps	\$150			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. ©	Buildings and Building Regulations	Fuel and Gas Code. Change of existing service	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspection made because of defective work: First Occurance	\$25			

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Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspacetion made because of defective work: Subsequent occurance(s)	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (e)	Buildings and Building Regulations	Fuel and Gas Code. Boring Fee	\$60			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 1 Sec 7-299	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Maximum Fine		\$500		
Part II Chapter 7 Art V Div 1 Sec 7-302 (a)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Initial Contractor License Fee	\$100			
Part II Chapter 7 Art V Div 1 Sec 7-302 (b)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Annual Renewal Contractor Fee	\$75			
Part II Chapter 7 Art V Div 2 Sec 7-331(c)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Change of existing service fee	\$25 (\$500 max)			
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work First Occurrence	\$25			
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work Subsequent Occurrence(s)	\$50			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art V Div 2 Sec 7-331(f)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: New or change of existing equipment	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(g)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Commercial refrigeration	\$20 per HP			
Part II Chapter 7 Art V Div 2 Sec 7-331(h)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Chilled water-cooling system	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(i)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Boiler	\$20 per unit			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 2 Sec 7-331(k)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(c)	Buildings and Building Regulations	Plumbing. Change of existing service fee	\$50			
-Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: First Occurrence	\$25			
-Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(e)	Buildings and Building Regulations	Plumbing. Boring Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			

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Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art VI Div 1 Sec 7-362(h)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			
Part II Chapter 7 Art VI Div 2 Sec 7-397	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Initial	\$100			
Part II Chapter 7 Art VI Div 2 Sec 7-398 (a)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Annual Renewal Fee	\$75			
Part II Chapter 7 Art VI Div 2 Sec 7-399 (b)	Buildings and Building Regulations	Registration of Plumbers. Liability Insurance Minimums				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art VII Sec 7-432	Buildings and Building Regulations	International Property Maintenance Code: Minimum and Maximum Fine Amounts		\$50, \$500		
Part II Chapter 7 Art X Sec 7-521	Buildings and Building Regulations	Fair Housing. Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-612	Buildings and Building Regulations	Demolitions of Buildings: Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-614 (b)	Buildings and Building Regulations	Demolitions of Buildings: License Fee	\$75			
Part II Chapter 7 Art XIII Sec 7-615	Buildings and Building Regulations	Demolitions of Buildings: Surety Bond			\$10,000	
Part II Chapter 7 Art XIII Sec 7-616 (b)	Buildings and Building Regulations	Demolitions of Buildings: Liability Insurance Minimums				\$50,000, \$100,000, \$50,000
Part II Chapter 7 Art XIV Sec 7-646 (a)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing	\$75			
Part II Chapter 7 Art XIV Sec 7-646 (b)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing -- Late Fee	\$15			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art XIV Sec 7-647 (a)	Buildings and Building Regulations	Storm Cellars: Surety Bond for engaging in the business of constructing or repairing			\$2,000	
Part II Chapter 7 Art XIV Sec 7-648 (b)	Buildings and Building Regulations	Storm Cellars: Liability Insurance Minimums for engaging in the business of constructing or repairing				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art XV Div 1 Sec 7-676	Buildings and Building Regulations	Moving of Buildings: Minimum Fine		\$500		
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Minimum Fine	\$25			
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building up to 24 feet in width	\$50			
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building 30 feet to 32 feet in width	\$75			
Part II Chapter 7 Art XV Div 2 Sec 7-714 (b)	Buildings and Building Regulations	Moving of Buildings: Surety Bond			\$2,000	
Part II Chapter 7 Art XV Div 2 Sec 7-715 (b)	Buildings and Building Regulations	Moving of Buildings: Minimum Liability Insurance				\$5,000, \$10,000 \$5,000
Part II Chapter 7 Art XV Div 2 Sec 7-716 (c)	Buildings and Building Regulations	Moving of Buildings: Clean up Deposit Prior to Issuance	\$500			
Part II Chapter 7 Art XV Div 2 Sec 7-717	Buildings and Building Regulations	Moving of Buildings: Time Limits for Completion of Moving-- per day fee for exceeding allowable days in permit	\$10			
CHAPTER 8: BUSINESS, PERMITS, AND LICENSES						
Part II Chapter 8 Art II Sec 8-32 (c)	Business, Permits, and Licenses	Alarm Permits required. Fines tied to violation		1st conviction \$25; subsequent conviction \$100		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 8 Art II Sec 8-34 (a)	Business, Permits, and Licenses	Alarm fees required: initial registration	\$25			
Part II Chapter 8 Art II Sec 8-34 (b)	Business, Permits, and Licenses	Alarm fees required: renewal license	\$15			
Part II Chapter 8 Art II Sec 8-34 (c)	Business, Permits, and Licenses	Alarm fees required: reinstatement fee	\$50			
Part II Chapter 8 Art II Sec 8-35	Business, Permits, and Licenses	False alarms		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art II Sec 8-40	Business, Permits, and Licenses	Enforcement of all other section violations		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art III Div 1 Sec 8-192	Business, Permits, and Licenses	Peddlers, Solicitors, and Itinerant Merchants: Penalty for violation		\$500		
Part II Chapter 8 Art III Div 2 Sec 8-224	Business, Permits, and Licenses	License fee	\$3 per day; or \$15 per week; or \$50 per year			
Part II Chapter 8 Art III Div 2 Sec 8-225 (a)	Business, Permits, and Licenses	Bond			\$2,000	
Part II Chapter 8 Art III Div 3 Sec 8-256	Business, Permits, and Licenses	Snow cone Penalty for violation		\$500		
Part II Chapter 8 Art III Div 3 Sec 8-259	Business, Permits, and Licenses	Snow cone merchant's license	\$25			
Part II Chapter 8 Art III Div 4 Sec 8-291	Business, Permits, and Licenses	Charitable Solicitations: Penalty for violation		\$500		
Part II Chapter 8 Art IV Sec 8-326	Business, Permits, and Licenses	Pawnbrokers: Violations penalty		\$500		
Part II Chapter 8 Art IV Sec 8-327	Business, Permits, and Licenses	Pawnbrokers: Regulatory Fee	\$50			
Part II Chapter 8 Art V Sec 8-363	Business, Permits, and Licenses	Auctioneers: License Fee per annum; per day in lieu of per annum; per week in lieu of annum; per month in lieu of annum	\$100; \$10; \$20; \$30			
Part II Chapter 8 Art V Sec 8-364	Business, Permits, and Licenses	Auctioneers: Bond			\$1,000	
Part II Chapter 8 Art VI Div 1 Sec 8-398	Business, Permits, and Licenses	Residential Sales: Violations penalty		\$500		
Part II Chapter 8 Art VII Div 1 Sec 8-465	Business, Permits, and Licenses	Vehicles For Hire: Violations Penalty		\$500		

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Part II Chapter 8 Art VII Div 2 Sec 8-505	Business, Permits, and Licenses	Vehicles For Hire: Initial License Fee; License fee for each additional vehicle	\$25; \$10			
Part II Chapter 8 Art VIII Sec 8-542(a)	Business, Permits, and Licenses	Medical Marijuana Establishments	\$1,500 annual	\$200 per day		
CHAPTER 9: CABLE COMMUNICATIONS						
Part II Chapter 9 Art II Div 1 Sec 9-38 (c)	Cable Communications	Liability and indemnification: insurance				General liability Insurance: Bodily injury per person-\$500,000. Bodily injury per occurrence - \$1,000,000. Property damage per occurrence - \$1,000,000. Property damage, aggregate - \$1,000,000. Automobile insurance: Bodily injury per person - \$500,000 Bodily injury per occurrence \$1,000,000. Property damage per occurrence - \$1,000,000.
Part II Chapter 9 Art II Div 2 Sec 9-66 (b)	Cable Communications	System Requirements: Bond			\$125,000	

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CHAPTER 10: CEMETERIES						
Part II Chapter 10 Sec 10-1	Cemeteries	Violations Penalty		\$500		
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Adult Lot; Infant Lot	\$500; \$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. If the City provides such services;	\$400			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Additional Tent Fee	\$100			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Opening and Closing Infant Graves	\$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Cremation burials	\$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. After 4:00PM Monday thru Friday an Overtime charge	\$250			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge Saturday prior to 12:00 Noon	\$500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charges after 12:00 Noon on Saturday	\$500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge for services on a nonfederal municipal holiday	\$600			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Disinterment Fee	\$800			

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Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Reinternment Fee	\$400			
Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two Lower Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows C&D)	\$800 per niche			
Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two Upper Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows A&B)	\$1000 per niche			
CHAPTER 11: CIVIL EMERGENCIES						
Part II Chapter 11 Art III Sec 11-133	Civil Emergencies	911 Emergency Number: False alarm, complaint, or information: Conviction maximum fine		\$500		
CHAPTER 12: COURT						
Part II Chapter 12 Art III Sec 12-55	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Service of arrest warrant sheriffs' fee	\$20			
Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Bail		\$1,000		
Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Cash Bond		\$1,000		
Part II Chapter 12 Art III Sec 12-67	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Release on personal recognizance Maximum Bail		\$1,000		

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Part II Chapter 12 Art V Sec 12-118 (a)	Court	Imprisonment; Judgments and Sentences. Enforcement of payments of fines or costs by imprisonment--Persons unable to pay: Imprisonment Rate per day for financially able defendant	\$25			
Part II Chapter 12 Art V Sec 12-119 (d)	Court	Imprisonment; Judgments and Sentences. Municipal Court judgments and sentences Maximum Fine for deferred sentence administrative fee		\$500		
Part II Chapter 12 Art VI Sec 12-145	Court	Court costs and fees. Maximum Court Costs		\$30		
Part II Chapter 12 Art VI Sec 12-149	Court	Appeals. Upon conviction, the judge of the municipal court will enter an order on the docket fixing an amount in which bond may be given by the defendant, in cash or sureties for cash in an amount of not less than \$100.00 nor more than twice the amount of such fine.			\$100 or more	
Part II Chapter 12 Art VI Sec 12-152	Court	Penalty for exceeding the posted speed limit. Maximum Fine, Maximum Court Costs		\$10; and \$15		
CHAPTER 13: FIRE PREVENTION AND PROTECTION						
Part II Chapter 13 Art I Sec 13-3 (d)(1)	Fire Prevention and Protection	Operating a special amusement building fee	\$50			
Part II Chapter 13 Art I Sec 13-3 (d)(2)	Fire Prevention and Protection	Conducting a carnival or fair fee	\$50			

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Part II Chapter 13 Art I Sec 13-3 (d)(3)	Fire Prevention and Protection	Displays in covered malls of liquid- or gas-fired equipment, open-flame or flame-producing equipment, highly combustible goods and similar items fee	\$50			
Part II Chapter 13 Art I Sec 13-3 (d)(4)	Fire Prevention and Protection	Operating exhibits and trade shows fee	\$50			
Part II Chapter 13 Art I Sec 13-3 (d)(5)	Fire Prevention and Protection	Manufacture, storage, handling, sale or use of any quantity of explosive, explosive material, fireworks, or pyrotechnic special effects fee	\$50			
Part II Chapter 13 Art I Sec 13-3 (d)(6)	Fire Prevention and Protection	Open burning for any purpose other than recreational fires fee	\$25			
Part II Chapter 13 Art I Sec 13-3 (d)(7)	Fire Prevention and Protection	Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent having an area in excess of 400 square feet.	\$100 per structure			
Part II Chapter 13 Art I Sec 13-3 (d)(8)	Fire Prevention and Protection	Installation of an automatic fire-extinguishing system fee.	\$100 plus .02¢ per sq. ft.			
Part II Chapter 13 Art I Sec 13-3 (d)(8)	Fire Prevention and Protection	Modification to an automatic fire-extinguishing system fee. To include installation or modification of an automatic hood suppression system fee.	\$100			
Part II Chapter 13 Art I Sec 13-3 (d)(8)	Fire Prevention and Protection	Installation of or modification to an automatic hood suppression system fee.	\$100			
Part II Chapter 13 Art I Sec 13-3 (d)(9)	Fire Prevention and Protection	Installation of fire alarm and detection systems fee.	\$100 plus .02¢ per sq. ft.			
Part II Chapter 13 Art I Sec 13-3 (d)(9)	Fire Prevention and Protection	Modification to fire alarm and detection systems fee.	\$100			
Part II Chapter 13 Art I Sec 13-3 (d)(10)	Fire Prevention and Protection	Installation of fire pumps and related fuel tanks, jockey pumps, controllers, and generators.	\$100			

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Part II Chapter 13 Art I Sec 13-3 (d)(10)	Fire Prevention and Protection	Modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators.	\$100			
Part II Chapter 13 Art I Sec 13-3 (d)(11)	Fire Prevention and Protection	Install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank fee	\$100			
Part II Chapter 13 Art I Sec 13-3 (d)12	Fire Prevention and Protection	Installation, modification, or removal from service of a standpipe system fee	\$100			
Part II Chapter 13 Art I Sec 13-3 (e)	Fire Prevention and Protection	Operational Permit Fee	\$50			
Part II Chapter 13 Art I Sec 13-3 (f)	Fire Prevention and Protection	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 13 Art I Sec 13-3 (f)	Fire Prevention and Protection	Permit Processing Fee	.50¢			
Part II Chapter 13 Art I Sec 13-8 (b)	Fire Prevention and Protection	False Alarm maximum fine if convicted		\$750		
Part II Chapter 13 Art II Sec 13-37 Sec 110.4 & Sec 112.4	Fire Prevention and Protection	Fire Prevention Code: Amendments of Section 109.3: Violation Penalties (\$500); Amendments of Section 111.4: Failure to Comply penalty (\$100-\$500)		Amendments of Section 109.3: Violation Penalties = \$500 Amendments of Section 111.4: Failure to Comply penalty = between \$100 and \$500		
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit Fee	\$100 per site			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit General Liability Insurance Policy				\$1,000,000
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Permit Processing Fee	.50¢			
CHAPTER 14: FLOODS						
Part II Chapter 14 Art II Div 2 Sec 14-70 (1)	Floods	Floodplain management fee schedule: Notice of Intent Fee	\$25			

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Part II Chapter 14 Art II Div 2 Sec 14-70 (2)	Floods	Floodplain management fee schedule: Floodplain Development Permit Application Review	\$100			
Part II Chapter 14 Art II Div 2 Sec 14-70 (3)	Floods	Floodplain management fee schedule: Floodplain Development Permit Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-70 (4)	Floods	Floodplain management fee schedule: Inspection Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-71	Floods	Maximum Penalty for each conviction of noncompliance		\$500		
CHAPTER 15: HEALTH & SANITATION						
Part II Chapter 15 Art 1 Sec 15-2 (b)	Health & Sanitation	Food Service Sanitation: Maximum Penalty for Violation and Conviction		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-32	Health & Sanitation	Ambulances: Maximum Penalty for Violation and Conviction		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-37 (b)	Health & Sanitation	Ambulances: Minimum Insurance Per Vehicle				\$100,000 for injuries to or death of any one person arising out of any one accident; \$300,000 for injuries to or death for more than one person arising out of any one accident; \$100,000 for damages to property arising from any one accident

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Part II Chapter 15 Art II Div 1 Sec 15-58 (b)	Health & Sanitation	Emergency Calls: Maximum Penalty		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-58 (c)	Health & Sanitation	Emergency Calls: Maximum Penalty		\$500		
Part II Chapter 15 Art II Div 2 Sec 15-90	Health & Sanitation	Annual License Fee to Engage in Ambulance Business	\$25			
Part II Chapter 15 Art III Sec 15-122	Health & Sanitation	Sprayers and Exterminators: Annual License Fee	\$25			
CHAPTER 16: LAKES						
Part II Chapter 16 Art II Div 1 Sec 16-27	Lakes	Combination Fishing and Boating Annual Permit	\$45			
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Annual License Fee	\$20			
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Daily License Fee	\$3			
Part II Chapter 16 Art II Div 4 Sec 16-117 (g)	Lakes	Fishing: Portion of License Fee May Be Kept By Retail Outfits Other Than The City	\$1			
Part II Chapter 16 Art II Div 4 Sec 16-118 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Kind Of Fish Taken Section		\$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (a)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Fishing In Connecting Channel Subsection;		\$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Number of Fish Taken Subsection		\$500		
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-151 (c)	Lakes	Hunting: Penalty for Use of Motor-Driven Vehicle in Game Refuge		\$100		

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Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Seasonal License Fee Dove, Quail, Squirrel, or Rabbit Hunting	\$30			
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Daily License Fee Per Dove, Quail, Squirrel, or Rabbit Hunting Season	\$5			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Annual Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	\$30			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Daily Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	\$5			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Annual License to Operate Watercraft	\$30			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Daily License to Operate Watercraft	\$7			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (b)	Lakes	Dealers' Annual License to Operate Watercraft	\$25			
Part II Chapter 16 Art II Div 7 Sec 16-288 (a)	Lakes	Camping: Daily Fee	\$8			
Part II Chapter 16 Art II Div 8 Sec 16-321	Lakes	Lot Rentals: Annual Rental/Lease Fee Per Lake Lot	\$600			
Part II Chapter 16 Art II Div 8 Sec 16-322 (b)	Lakes	Lot Rentals: Transfer Fee	\$1,000			
Part II Chapter 16 Art II Div 8 Sec 16-326	Lakes	Lot Rentals: Early Cancellation of Lease Fee	\$1,000			
Part II Chapter 16 Art II Div 8 Sec 16-327	Lakes	Lot Rentals: Renewal of Lease After Cancellation Fee	\$75			
Part II Chapter 16 Art II Div 8 Sec 16-328	Lakes	Inspection Fee of Lake Lot Septic System	\$75			

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CHAPTER 18: MANUFACTURED HOMES						
Part II Chapter 18 Art I Sec 18-2	Manufactured Homes	Maximum Penalty For Each Offense of This Chapter		\$500		
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Mobile/Manufactured Home or Travel Trailer/RV Park. Maximum Initial License Fee for up to 30 Spaces	\$30			
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Mobile/Manufactured Home or Travel Trailer/RV Park. Maximum Initial License Fee for each space over 30 spaces	\$3			
CHAPTER 19: MOTOR VEHICLES AND TRAFFIC						
Part II Chapter 19 Art I Sec 19-4 (a)(b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine		\$100		
Part II Chapter 19 Art I Sec 19-4 (a)(b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine for Driving with suspended, cancelled, denied, or revoked license: Maximum Fine - First Offense		\$100		
Part II Chapter 19 Art I Sec 19-4 (a)(b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine for Driving with suspended, cancelled, denied, or revoked license: Maximum Fine - Subsequent Offense		\$500		
Part II Chapter 19 Art II Div 1 Sec 19-42 (a)	Motor Vehicles and Traffic	Administration and Enforcement. Maximum Fine		\$100		
Part II Chapter 19 Art II Div 1 Sec 19-51 (a)	Motor Vehicles and Traffic	Motor Vehicle Impoundment Fee	\$100			
Part II Chapter 19 Art IV Sec 19-178 (c)	Motor Vehicles and Traffic	Driving under the influence of intoxicating liquor or drugs Maximum Fine		\$500		
Part II Chapter 19 Art IV Sec 19-178.5	Motor Vehicles and Traffic	Driving while impaired Maximum Fine		\$200		
Part II Chapter 19 Art IV Sec 19-182 (e)	Motor Vehicles and Traffic	Use of safety belts: Fine and court cost		\$10, \$15		

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Part II Chapter 19 Art IV Sec 19-183 (f)	Motor Vehicles and Traffic	Child passenger restraint system: Fine and court cost		\$10, \$15		
Part II Chapter 19 Art VI Sec 19-251	Motor Vehicles and Traffic	Accidents. Maximum Fine		\$200		
Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-451 (b)	Motor Vehicles and Traffic	Parking on posted private property: Maximum Fine		\$20 plus removal charges incurred		
Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-453 (c)(d)	Motor Vehicles and Traffic	Central business district. Illegal parking fine		\$5		
Part II Chapter 19 Art XI Div 4 Sec 19-696 (d)	Motor Vehicles and Traffic	Heavy Vehicles. Load limits on bridges: Maximum Fine		\$200		
CHAPTER 20: OFFENSES AND MISC. PROVISIONS						
Part II Chapter 20 Art I Sec 20-6 (b)	Offenses and Miscellaneous Provisions	Maximum Penalty For Removing, Destroying, or Defacing Decorations		\$500		
Part II Chapter 20 Art I Sec 20-7 (c)	Offenses and Miscellaneous Provisions	Assault, Battery: Use of Taser Fee	\$30			
Part II Chapter 20 Art I Sec 20-8	Offenses and Miscellaneous Provisions	Blasphemy: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-9 (c)	Offenses and Miscellaneous Provisions	Fortunetelling: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-10 (b)	Offenses and Miscellaneous Provisions	Disorderly House: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-11	Offenses and Miscellaneous Provisions	Consuming or Inhaling Intoxicants in Public Places: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-12 (b)	Offenses and Miscellaneous Provisions	Abandoned Refrigerators, Iceboxes, or Airtight Containers: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-13 (d)	Offenses and Miscellaneous Provisions	Disturbing Assemblies: Maximum Penalty		\$500		

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Part II Chapter 20 Art I Sec 20-14	Offenses and Miscellaneous Provisions	Disturbance by loud or unusual noise or abusive, violent, profane, or threatening language: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-15 (b)	Offenses and Miscellaneous Provisions	Insulting Displays: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-16 (a)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-16 (b)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-17	Offenses and Miscellaneous Provisions	Petit Larceny: Maximum Penalty upon Conviction		\$500		
Part II Chapter 20 Art I Sec 20-20 (e)	Offenses and Miscellaneous Provisions	Shoplifting: Range of fines		\$50 to \$200		
Part II Chapter 20 Art I Sec 20-21 (b)	Offenses and Miscellaneous Provisions	Malicious Mischief: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-23 (b)	Offenses and Miscellaneous Provisions	Taking or Withholding Possession of City Property: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-25 (b)	Offenses and Miscellaneous Provisions	Radio and Television Interference: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-26 (c)	Offenses and Miscellaneous Provisions	Trespassing: Maximum Penalty		\$500		
Part II Chapter 20 Art 1 Sec 20-29 (b)	Offenses and Miscellaneous Provisions	Barbed Wire Fence: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-30 (b)	Offenses and Miscellaneous Provisions	Electrical Fences: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-31 (d) (1)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for First Violation		\$100		
Part II Chapter 20 Art I Sec 20-31 (d) (2)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for Second and Subsequent Violation		\$500		

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Part II Chapter 20 Art I Sec 20-32 (b)	Offenses and Miscellaneous Provisions	Indecent Exposure: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-33 (b)	Offenses and Miscellaneous Provisions	Abuse of City Tennis Courts: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-34 (c)	Offenses and Miscellaneous Provisions	Uses of Airport Trail: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-35 (c)	Offenses and Miscellaneous Provisions	Possession of Laser Pointing Devices: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-38 (e)	Offenses and Miscellaneous Provisions	Resisting a Police Officer: Use of Taser Fee	\$30			
Part II Chapter 20 Art I Sec 20-47	Offenses and Miscellaneous Provisions	Sitting or Lying Down on Public Sidewalks: Fine		\$10		
Part II Chapter 20 Art II Sec 20-68 (b)	Offenses and Miscellaneous Provisions	Discharging Firearms in Public Place: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-98 (e)	Offenses and Miscellaneous Provisions	Unlawful Curfew: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-99 (b)	Offenses and Miscellaneous Provisions	Leaving Child in Vehicle: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-100 (b)	Offenses and Miscellaneous Provisions	Allowing or Encouraging Minor to Commit Offenses: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-101 (b)	Offenses and Miscellaneous Provisions	Parental Responsibility; Failure to Control: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-102 (b)	Offenses and Miscellaneous Provisions	Commission of Crime in Presence of Minor: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-103 (b)	Offenses and Miscellaneous Provisions	Permitting Crimes or Disorderliness on Premises: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (c)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine For Parent		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 20 Art III Div 1 Sec 20-105 (d)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine First Offense; Second Offense; and Subsequent Offense		\$50; \$100; \$250		
Part II Chapter 20 Art III Div 2 Sec 20-133 (e)	Offenses and Miscellaneous Provisions	Tobacco Products. Furnishing Prohibited: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-134 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Falsifying Proof of Age: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-135 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Distribution of Samples: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-136 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Sale of Cigarettes in Non-original, Sealed, Packaging: Maximum Fine		\$200		
Part II Chapter 20 Art III Div 2 Sec 20-137 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Vending Machines: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
Part II Chapter 20 Art III Div 2 Sec 20-138 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Display of Tobacco Age Restriction Signage: Fine For Each Day of Violation		\$100		
Part II Chapter 20 Art III Div 2 Sec 20-139 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Public Access to Tobacco Products: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
Part II Chapter 20 Art III Div 2 Sec 20-140	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Paraphernalia: Fine		\$100		

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Part II Chapter 20 Art III Div 3 Sec 20-162 (f)	Offenses and Miscellaneous Provisions	Consumption of Alcoholic Beverages By Minors. Hosting, Permitting, or Allowing a Party, Gathering or Event Where Minors are Consuming Alcohol: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-169	Offenses and Miscellaneous Provisions	Nuisances. Maintaining or Permitting Nuisances: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-172 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Motor Vehicle: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-173 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Private Residences: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 2 Sec 20-202 (j)	Offenses and Miscellaneous Provisions	Accumulation of Trash and Weeds. Health Nuisances: Maximum Fine		\$200		
Part II Chapter 20 Art V Sec 20-240 (c)	Offenses and Miscellaneous Provisions	Graffiti. Application Prohibited: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-242 (e)	Offenses and Miscellaneous Provisions	Graffiti. Sale of Spray Paint to Minors: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-243 (c)	Offenses and Miscellaneous Provisions	Prohibitions on Spray Paint Containers and Broad-tipped Indelible Markers: Maximum Fine		\$500		
CHAPTER 21: PARKS & RECREATION						
Part II Chapter 21 Art I Sec 21-1	Parks & Recreation	Maximum Fine		\$500		
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Daily Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Specific Event Fee	\$7.50			

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Part II Chapter 21 Art I Sec 21-9 (e)	Parks & Recreation	Vendors in recreational areas: Maximum Fine		\$500		
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/ Senior Daily Admission Fee	\$5			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Daily Admission Fee	\$6			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Admission Fee	\$2			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/Senior Twilight Admission Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Twilight Admission Fee	\$3			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Twilight Fee	\$1			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Individual Season Pass	\$50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Senior Season Pass	\$40			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Family Season Pass	\$150			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental Up to 100 people; 101 to 225 people; 226 or more people	\$220; \$250; \$275;			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental for Season Pass Holder	\$175			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Party Space Rental	\$110 to \$185			
Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Per Hour Gym Space	\$35			
Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Admission Open Gym	\$3			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental after 5:00 pm	\$35			

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Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental Monday thru Friday 8:00 am to 5:00 pm	\$25			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Daily Rate (8 hours) + Rate per each additional hour up to 9:00pm	\$200 Daily Rate; \$10 per additional hour			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Refundable Cleaning Deposit	\$25			
Part II Chapter 21 Art I Sec 21-25 (4)	Parks & Recreation	Park Pavilion Rental per 3 Hour Time Slot	\$25			
CHAPTER 22: PLANNING AND DEVELOPMENT						
Part II Chapter 22 Art I Sec 22-2	Planning and Development	Fee-in-lieu of providing detention facilities	\$0.15 per square foot			
Part II Chapter 22 Art I Sec 22-3	Planning and Development	Land Disturbance Permit	\$50.00 permit fee; \$50.00 permit renewal fee; \$35.00 re-inspection fee			
Part II Chapter 22 Art VIII Sec 22-728 (b)(2)(c)(2)	Planning and Development	Fee for Submission of an Application to amend the Comprehensive Plan	\$370 application fee; plus an additional \$6 per property owner to be notified			
Part II Chapter 22 Art IX Sec 22-750 (3)(k)	Planning and Development	Application Fee	\$50.00			
CHAPTER 23: SOLID WASTE						
Part II Chapter 23 Art II Sec 23-38 (a)	Solid Waste	Once a week residential curbside solid waste collection				
		Type of Service	Monthly Rate			
		Small Polycart (65 gallon)	\$19.19			
		Large Polycart (95 gallon)	\$24.18			
		Additional Polycart (95 gallon)	\$12.20			
		Solid Waste Service Only	\$24.18			
Part II Chapter 23 Art II Sec 23-38 (c)	Solid Waste	Multifamily Dwelling Monthly Rate / Unit	\$5			
Part II Chapter 23 Art II Sec 23-38 (f)	Solid Waste	Minimum deposit for garbage service from City	\$20.00			
Part II Chapter 23 Art II Sec 23-38 (g)	Solid Waste	Public Safety Fee	\$1.65			

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Part II Chapter 23 Art II Sec 23-40	Solid Waste	Disposal of household hazardous waste; rates	Not included in this Schedule; See Code Sec 23-40			
Part II Chapter 23 Art III Sec 23-67 (b)	Solid Waste	City Dump; Sanitary Landfill: Fee per cubic yard	\$0.75			
CHAPTER 24: STREETS AND SIDEWALKS						
Part II Chapter 24 Art I Sec 24-1	Streets and Sidewalks	Maximum Fine		\$500		
Part II Chapter 24 Art I Sec 24-2 (a)	Streets and Sidewalks	Street Paving or Improvement Work Bond			\$5,000	
Part II Chapter 24 Art I Sec 24-2 (b)(1)	Streets and Sidewalks	Street Paving or Improvement Work Liability				\$100,000, \$300,000, \$100,000
Part II Chapter 24 Art II Sec 24-46 (a)	Streets and Sidewalks	Permit to Construct or Repair Fee				
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	Administrative Fee	\$10			
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	If a curb is cut into, a fee for cutting or removing a curbing exceeding 20 feet shall be \$1.00 per foot for each additional foot in excess of 20 feet.	\$20			
Part II Chapter 24 Art III Div 2 Sec 24-115	Streets and Sidewalks	Permit Renewal Fee	\$1			
Part II Chapter 24 Art IV Div 1 Sec 24-146	Streets and Sidewalks	Excavations: Maximum Fine	\$10			
Part II Chapter 24 Art IV Div 1 Sec 24-147	Streets and Sidewalks	Excavation: Bond		\$500	\$2,000	
Part II Chapter 24 Art IV Div 1 Sec 24-148 (b)	Streets and Sidewalks	Excavations: liability Insurance Coverage				\$5,000, \$10,000, \$5,000
Part II Chapter 24 Art IV Div 2 Sec 24-177 (b)	Streets and Sidewalks	Streets: Cut Fee	\$60			
CHAPTER 25: TAXATION						
Part II Chapter 25 Art II Div 1 Sec 25-35	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		\$500		

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Part II Chapter 25 Art III Div 1 Sec 25-162	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		\$500		
CHAPTER 26: UTILITIES						
Part II Chapter 26 Art I Sec 26-1 (c) and (d)	Utilities	Investor Owned Utilities	Franchise Tax + Current Sales Tax			
Part II Chapter 26 Art II Sec 26-26 (a)	Utilities	Water Rates: The minimum charge for water used by consumers inside the city limits: RESIDENTIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$25.79			
		1,001—4,000	\$4.85			
		4,001—1,000,000	\$4.96			
		1,000,001—2,000,000	\$5.11			
		More than 2,000,000	\$5.22			
	Utilities	Water Rates: The minimum charge for water used by consumers inside city limits: COMMERCIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$32.24			
		1,001—4,000	\$4.85			
		4,001—1,000,000	\$4.96			
		1,000,001—2,000,000	\$5.11			
		More than 2,000,000	\$5.22			

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		Water Rates: The minimum charge for water used by consumers inside city limits: INSIDE COMPOUND METER:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$32.24			
		1,001—4,000	\$4.85			
		4,001—1,000,000	\$4.96			
		1,000,001—2,000,000	\$5.11			
		More than 2,000,000	\$5.22			
Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	Water Rates: The rate to be charged for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$29.98			
		1,001—4,000	\$7.28			
		4,001—1,000,000	\$7.47			
		1,000,001—2,000,000	\$7.65			
		More than 2,000,000	\$7.84			
		Water Rates: The rate to be charged for furnishing water for consumption outside the limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$37.48			
		1,001—4,000	\$7.28			
		4,001—1,000,000	\$7.47			
		1,000,001—2,000,000	\$7.65			
		More than 2,000,000	\$7.84			

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Part II Chapter 26 Art II Sec 26-27 (b)	Utilities	Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$16.81			
		Over 1,000	\$3.72			
		Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$21.04			
		Over 1,000	\$3.62			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$25.24			
		Over 1,000	\$5.42			
		The rate for furnishing water for consumption outside the city limits: COMMERCIAL				

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		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$31.54			
		Over 1,000	\$5.42			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	Septic Hauler Permit Fee	\$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 7	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-29 (a)(b)	Utilities	(Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (a)(b)	Utilities	(Non-Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (c)	Utilities	Excessive Strength Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (e)	Utilities	Toxic Pollutant Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (g)	Utilities	Charges for Extraneous Flows	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-59	Utilities	Furnishing to other premises: Resetting the Meter Fee	\$25			
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(1)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 1st Violation;		Warning		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(2)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 2nd Violation;		\$150 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(3)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 3rd Violation;		\$250 plus costs		

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Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(4)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 4th and Subsequent Violations		\$500 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-70	Utilities	Failure to Repair Water Leak: Maximum Fine		\$150		
Part II Chapter 26 Art III Div 1 Sec 26-70	Utilities	Failure to Repair Water Leak: Subsequent Fine for each day		\$25		
Part II Chapter 26 Art III Div 1 Sec 26-71 (a)(2)	Utilities	Individual Water Well: Permit Fee	\$100			
Part II Chapter 26 Art III Div 1 Sec 26-72	Utilities	Fire hydrant meter for bulk water purchase: Refundable Deposit	\$1,100			
Part II Chapter 26 Art III Div 2 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 5/8" or 3/4"	\$300			
Part II Chapter 26 Art III Div 2 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1/2" or 3/4"	\$350			
Part II Chapter 26 Art III Div 2 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1.0" and over	\$450			
Part II Chapter 26 Art III Div 2 Sec 26-101(c)	Utilities	Transfer of Service Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-104	Utilities	Filling Swimming Pools	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-132 (a)	Utilities	Water Service Cash Deposit - Residential	\$75			
Part II Chapter 26 Art III Div 2 Sec 26-132 (c)	Utilities	Processing Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-133	Utilities	Water Service Cash Deposit - Commercial	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-134	Utilities	Water Meter Deposit	\$200			
Part II Chapter 26 Art III Div 2 Sec 26-135 (b)	Utilities	Temporary Service Charge	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-137	Utilities	Utility Deposit Amount Increase	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-171	Utilities	Water Meter Testing	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-173	Utilities	Meter Maintenance Fees:				
		Residential	\$6 per month			
		Commercial				
		Meter Size	Rate Per Month			
		3/4" Meter	\$6			
		5/8" Meter	\$6			
		1" Meter	\$6			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		1-1/2" Meter	\$7			
		2" Meter	\$9			
		3" Meter	\$13			
		4" Meter	\$17			
		5" Meter	\$21			
		6" Meter	\$25			
		8" Meter	\$34			
Part II Chapter 26 Art III Div 2 Sec 26-174	Utilities	Public Safety Fee	\$1.65			
Part II Chapter 26 Art III Div 3 Sec 26-202	Utilities	Late Payment Penalty	10 % of bill, minimum \$1.25			
Part II Chapter 26 Art III Div 4 Sec 26-231 (c)	Utilities	Removal, Plugging, Locking, and Resetting of City Water Meters: Fee	\$75			
Part II Chapter 26 Art III Div 4 Sec 26-231 (d)	Utilities	Administration Fee for Process of Disconnecting	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-231(e)	Utilities	Rescheduling Fee	\$25			
Part II Chapter 26 Art III Div 4 Sec 26-231(f)	Utilities	Cutoff Notice Fee	\$5			
Part II Chapter 26 Art III Div 4 Sec 26-231(g)	Utilities	After-Hours Connection Service Fee	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-233	Utilities	Dishonored Check Fee	\$35			
Part II Chapter 26 Art IV Div 1 Sec 26-264	Utilities	Sewers: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-265	Utilities	Falsifying Information: Maximum Fine		\$500		
Part II Chapter 26 Art IV Div 1 Sec 26-266 (h)	Utilities	Sewers: Citation: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-271 (c)	Utilities	Fees for dumping Septage (Section 26- 28)	RESERVED			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	fee:	\$375			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	fee:	\$500			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 8 inch pipe	\$1,000			
Part II Chapter 26 Art V Sec 26-437 (3)	Utilities	Change of Existing Service Fee:	\$20			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: First Occurrence	\$25			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: Subsequent Occurrences	\$50			

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CHAPTER 27: VEGETATION						
Part II Chapter 27 Art II Div 2 Sec 27-56	Vegetation	License to Trim, Prune, or Remove: License Fee	\$25			
Part II Chapter 27 Art II Div 2 Sec 27-57 (a)	Vegetation	License to Trim, Prune, or Remove: Bond			\$1,000	
Part II Chapter 27 Art II Div 2 Sec 27-58 (b)	Vegetation	License to Trim, Prune, or Remove: Liability Insurance				\$5,000, \$10,000, \$5,000
Part II Chapter 27 Art II Div 3 Sec 27-92	Vegetation	Arborists License Fee; Bond; and Liability Insurance			\$1,000	\$50,000, \$100,000
Part II Chapter 27 Art II Div 3 Sec 27-94	Vegetation	Maximum Fine.		\$100		
CHAPTER 28: WELLS, OIL AND GAS						
Part II Chapter 28 Art II Div 1 Sec 28-33 (b)	Wells, Oil and Gas	Maximum Fine		\$500		
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Release of bonds and insurance on sale of well: Flat Fee per well under 10 wells	\$50			
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Release of bonds and insurance on sale of well: Release of 10 or more wells	\$500			
Part II Chapter 28 Art II Div 2 Sec 28-67 (b)	Wells, Oil and Gas	Application and Permit Fee and first year of operation fee	\$3,500			
Part II Chapter 28 Art II Div 2 Sec 28-69 (a)	Wells, Oil and Gas	Surety Bond			\$50,000	
Part II Chapter 28 Art II Div 2 Sec 28-69 (c)	Wells, Oil and Gas	Blanket Corporate Surety Bond			\$500,000	
Part II Chapter 28 Art II Div 2 Sec 28-69 (d)	Wells, Oil and Gas	in lieu of Corporate Surety Bond			\$50,000.00	
Part II Chapter 28 Art II Div 2 Sec 28-70 (b)	Wells, Oil and Gas	Liability Insurance Minimum				\$500,000
Part II Chapter 28 Art II Div 2 Sec 28-72	Wells, Oil and Gas	Denial; cancellation of application processing fee	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-73 (a)	Wells, Oil and Gas	Annual Permit Fee	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas	Annual Permit Fee: <u>If the price per barrel of Oklahoma Sweet has averaged less than \$15 per barrel for the 12 months preceding the anniversary date</u>	\$150			

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Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas	Annual Permit Fee: If the price per barrel of Oklahoma Sweet has averaged more than \$15 per barrel for the 12 months preceding the anniversary date	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-74	Wells, Oil and Gas	Prior nonpermitted wells	\$250			
Part II Chapter 28 Art III Sec 28-131 (c)	Wells, Oil and Gas	Abandonment and Plugging Permit Fee	\$350			
Part II Chapter 28 Art V Sec 28-194 (a)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced recovery project or disposal well application fee	\$5,000			
Part II Chapter 28 Art V Sec 28-194 (b)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced Recovery project: Annual inspection fee	\$250			
Part II Chapter 28 Art V Sec 28-194 (c)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Disposal Well: Annual inspection fee	\$1,000			
Part II Chapter 28 Art V Sec 28-196 (2)(d)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Additional Bond and Insurance Coverage: Minimum Insurance Coverage				\$1,000,000



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: March 18, 2024
To: Board of City Commissioners
From: Kevin Moore, Chief Building Official
Subject: Consideration of an appeal of an Administrative Order regarding property located at 602 South Park Avenue.

Background: The residential structure at 602 South Park was brought to a Public Nuisance Administrative Hearing on the following dates:

- 05.18.2023
- 02.15.2024

The owner appeared for the hearing on May 18, 2023, and February 15, 2024. The structure and property are not being maintained, and the owner has not made an effort to clean the property or establish water service. This particular property has garnered public concerns regarding safety and diminished property values of the neighborhood.

Staff requests denial of the appeal and the right to proceed with demolition.

Financial Impact: Unknown at this time

Attachments: 602 S Park - Appeal Letter, 602 S Park - Appeal Packet

Staff Recommendation: Denial of the appeal

City Commission of Shawnee

Request to appeal the decision to demolish
The house at 602 S. Park Avenue in Shawnee.

I, Aminda Powell, am the owner of the Property at 602 S. Park in Shawnee, and I am writing to Appeal the decision to demolish my home based on claims that it is dilapidated and a detriment to the Community.

Contrary to the assertions made by the City, I Respectfully disagree with the Characterization of my property. While it may not adhere to Conventional aesthetic standards, it does not pose a Safety Hazard and remains in an acceptable Condition For habitation. The city's recent photograph purportedly illustrating the property's Condition ~~are~~ Consistent with Images available on google earth From previous years, indicating that the property's Condition has remain unchanged over time.

I would like to emphasize that despite the Challenges we have faced, my Sisters and I have endeavored to maintain our Property to The Best of our Abilities.

We have Received assistance From Pastor David Henry across the Street, particularly in addressing City notices regarding Lawn maintenance. Our efforts have been constrained by Financial Limitations exacerbated by inflation, but we Remain Committed to improving the exterior of our Family home.

We acknowledge the need for minor repairs, notably the replacement of two broken windows and treatment of siding, which have persisted since our occupancy. However, These issues do not warrant the extreme measures of demolition. Instead, we are actively developing plans to rejuvenate the property's exterior. Albeit requiring time to secure the necessary funding.

In Conclusion, I humbly request the decision to demolish our Family home be reconsidered. We are dedicated to preserving our residence and contributing positively to the Community. Any Support and guidance From the City in achieving these objectives be greatly appreciated.

Thank you for your attention in This matter,
Amanda Powell

Dilapidated Building

Hearing Checklist

ADDRESS 602 S. Park

Date: 4-10-23 & 1-16-24 Rehearing
1-16-24

	yes	no	Yes	No
Water Service last date: <u>3 / 1 / 23</u>		X		X
Taxes Paid <u>21, 22, 23</u>		X		X
Mortgage		X		X
Prior Notice date: <u>/ /</u>		X		X
Vacant	X		X	
Structure Unsecured	X			X
Vagrant Complaint(s)		X		X
Nuisance Complaint(s)	X		X	
Photos of Property	X		X	
Proper Notice Served (owner)	X		X	
Proper Notice Served (mortgager)		X		X
Proper Notice Served (other)		X		X
Property Posted	X		X	
Ran in paper date: <u>4 / 28 / 23</u>	X			
Flood Plain		X		X
Fire Damage		X		X
Inspector Report	X		X	

Date: 2-2-24

As of: 4/1/2023

Property Owner**Name:** LAMB ROGER & PHYLLIS**Property Information****Physical Address:** 602 S PARK**Mailing Address:** 602 S PARK
SHAWNEE, OK 74801-0491**Subdivision:** AP SHAWNEE**Block / Lot:** 0128 / 0012**Type:** (RI) Res. Improv.**S-T-R:** N/A**Tax Dist:** (218) 93 Shawnee**Size (Acres):** 0.000**Extended Legal:** AP BLK 128 E1/2 OF N14' LOT 11 &; E1/2 LOT 12**Market and Assessed Values:****Taxes:**

	Taxable Market Value	Full Assessed (12.00% Market Value)	Estimated Taxes:	\$83
Land:	\$1,600	\$192	Homestead Credit:	\$1,000
Building:	13531	1624	Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.	
Total:	\$15,131	\$1,816		

Land:

Land Use	Size	Units
	0	Lots

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
11/5/2007	2007	22471	Quit Claim	18.75	\$12,500	NOWLIN PROPERTIES LLC	Q	
6/17/1998	2807	59	Warr. Deed	15.75	\$10,500	BANCFIRST	PQ	

Details for Residential Card 1:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Frame, Siding, Vinyl	915	3	1930	93	Average + 5	2

Exterior Wall: Frame, Siding,**Heat / Cool:** F/W/Furn**Plumbing:** Full: 1**Roof Cover:** Fiberglass Shingle**Year** 1990**Remodeled:****Fireplace:** N/A**Outbuildings and Yard Improvements:**

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Raised Slab Porch - Covered		80			
Raised Slab Porch - Covered		125			

Not a Legal Document.

Subject to terms and conditions.

www.datascoutpro.com

Page 2

Tax Roll Inquiry

Pottawatomie County Treasurer



Buddy Anderson, Treasurer

309 N. Broadway, PO Box 3069, Shawnee, OK 74802-3069

Phone: 405-273-0213

Fax: 405-275-8644

E-Mail: noreply@pottcotrea.org



20220015924

Owner Name and Address

LAMB ROGER & PHYLLIS
602 S PARK
SHAWNEE OK 74801-0491

Taxroll Information

Tax Year : 2022
Property ID : 0015-00-128-012-0-001-00
Location : 602 S PARK SHAWNEE 1
School District : 093S 93 SHAWNEE Mills : 102.6
Type of Tax : Real Estate
Tax ID : 15924

Legal Description and Other Information:

AP BLK 128 E1/2 OF N14' LOT 11 & E1/2 LOT 12

Assessed Valuations	Amount	Tax Values	Amount
Land	192	Base Tax	78.00
Improvements	1571	Penalty	3.51
Exemptions	1000	Fees	0.00
Net Assessed	763	Payments	0.00
		Total Paid	0.00
		Total Due	81.51

The Penalty for this tax statement is calculated through April 15, 2023. After that date, another 1.5% of the base tax will be applied.

Date	Receipt	Paid With	Payment For	Amount	Paid By
------	---------	-----------	-------------	--------	---------

No records Found!

Login: (build: 15280.20230113.2)

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602 S. Park

(Published One Time in The County Democrat, February 2, 2024).

**NOTICE OF HEARING CONCERNING
DILAPIDATED BUILDING(S)**

To Owners, Heirs, and Claimants of an interest in the following described real properties located in Shawnee, Pottawatomie County, Oklahoma.

It has been reported to the City of Shawnee that there exists on the following properties one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: **DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS.**

A public hearing will be held by and before a hearing officer of said City Engineering department at 222 N. Broadway on Thursday, February 15th, 2024 (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether:

1. Such report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 315 S Osage – Fairmount Blk. 2 Lots 15 thru 18 & S1/2 lot 19 – Ricky & Danyel Vitela
9:30 AM 602 S Park – Shawnee AP Blk 128 E1/2 of N14' Lot 11 & E1/2 Lot 12 – Roger & Phyllis Lamb

If the hearing officer determines that the Report is true and/or that the properties are dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE- STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION
/s/ By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT

AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE

ss.

Renee' Wortham, of lawful age, being duly sworn and authorized, says that she is publisher of The County Democrat, weekly newspaper printed in Shawnee, Pottawatomie County, Oklahoma a newspaper qualified to publish legal notices, advertisements and publications as provided in Section 106 of Title 25, Oklahoma Statutes 1971 as amended, and complies with all other requirements of the laws of Oklahoma with reference to legal publications.

That said notice, a true copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publication and not in a supplement, on the following dates:

February 2, 2024

Publishing Fee \$ 75.25

/s/ Renee' Wortham

Subscribed and sworn to before me this 2nd

day of February, 2024.

/s/ Cathy J. Colvin
Notary Public

My commission expires: 07/02/24

NOTARY PUBLIC State of OK
CATHY J. COLVIN
Comm. # 20007983
Expires 07-02-2024

Building Inspections Preliminary Report

Address 602 S. Park

- | | |
|---|--|
| 1. Lack of structure maintenance | ☒ Yes - ☐ No |
| 2. Weather/elements entering roof structure | ☒ Yes - ☐ No |
| 3. Weather/elements entering windows or walls | ☒ Yes - ☐ No |
| 4. Weather/elements entering doors | Yes - ☒ No |
| 5. Exterior siding/ walls degraded | ☒ Yes - ☐ No |
| 6. Foundation degraded/failing | Yes - ☒ No |
| 7. Structure unsecured | ☒ Yes - ☐ No |
| 8. Nuisance complaints | ☒ Yes - ☐ No |
| 9. Vagrant complaints | Yes - ☒ No |
| 10. Structure fire | Yes - ☒ No |
| 11. Structure occupied without utilities | ☒ Yes -- ☐ No |

Building Inspector Wc [Signature] Date 4-10-23





Notice of Hearing Concerning Dilapidated Building(s)

04/24/2023

ROGER & PHYLLIS LAMB
602 S PARK
SHAWNEE, OK 74801

Problem Property: 602 S PARK AVE
Legal: AP BLK 128 E1/2 OF N14' LOT 11& E 1/2 LOT 12

It has been reported to the City of Shawnee that there exists on the above property one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: **DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS. TRANSFER OF ABOVE SAID PROPERTY IS UNLAWFUL UPON RECEIVING THIS NOTICE.**

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at **9:00 AM.** on **05/18/2023**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such Report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

If the hearing officer determines that the Report is true and/or that the property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

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THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC:

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Check type of mail or service:

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☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
- ☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

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 Postmark and
 Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. Roger E. Phynnis Lamb	602 S. Park Shawnee, OK. 74801	.57	.55									
2. Louis A. Hosino	823 E. Ridgewood Shawnee, OK. 74801	.57	.55									
3. Taylor, Beas E. Whittaker	1417 North Magnolia Ave Deale, FL. 34475	.57	.55									
4. Taylor, Beas E. Whittaker	315 NE. 14th St Ocala, FL. 34470	.57	.55									
5. Taylor, Beas E. Whittaker	7227 N. 16th St. Phoenix, AZ. 85020	.57	.55									
6. Mark E. Mary Canon	5 creek Dr. Shawnee, OK. 74801	.57	.55									
7. Integrity Home Buyers LLC.	813 S. Philadelphia Shawnee, OK. 74801	.57	.55									
8. Integrity Home Buyers LLC.	1709 W. Yuma St. Broken Arrow, OK. 74001	.57	.55									
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)										

See Privacy Act Statement on Reverse

Name and Address of Sender

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- ☐ Certified
☐ COD
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☐ Express Mail
☐ Insured
- ☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

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copies of this bill)

Postmark and
Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	Lora Davis 1181 Bluebridge Purcell, OK. 73080	.57	.55									
2.	Lora Davis 18648 Horse Ave Purcell, OK. 73080	.57	.55									
3.	Timothy Hayes 310 N. Mead Shawnee, OK. 74801	.57	.55									
4.	Timothy Hayes 6663 N. Beard Shawnee, OK. 74801	.57	.55									
5.	Wen Bin Li 2500 Boardwalk St. Norman, OK. 73069	.57	.55									
6.	Tammy Alexander & Holly Ross 514 N. Tione Shawnee, OK. 74801	.57	.55									
7.	FBL Holdings LLC 2330 N. Harrison Shawnee, OK. 74804	.57	.55									
8.	Dwayne Henry 147 S. Osage Shawnee, OK. 74801	.57	.55									
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)		See Privacy Act Statement on Reverse						

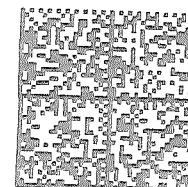
PS. 2 of 3

Name and Address of Sender

Check type of mail or service:

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☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
- ☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

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 Date of Receipt



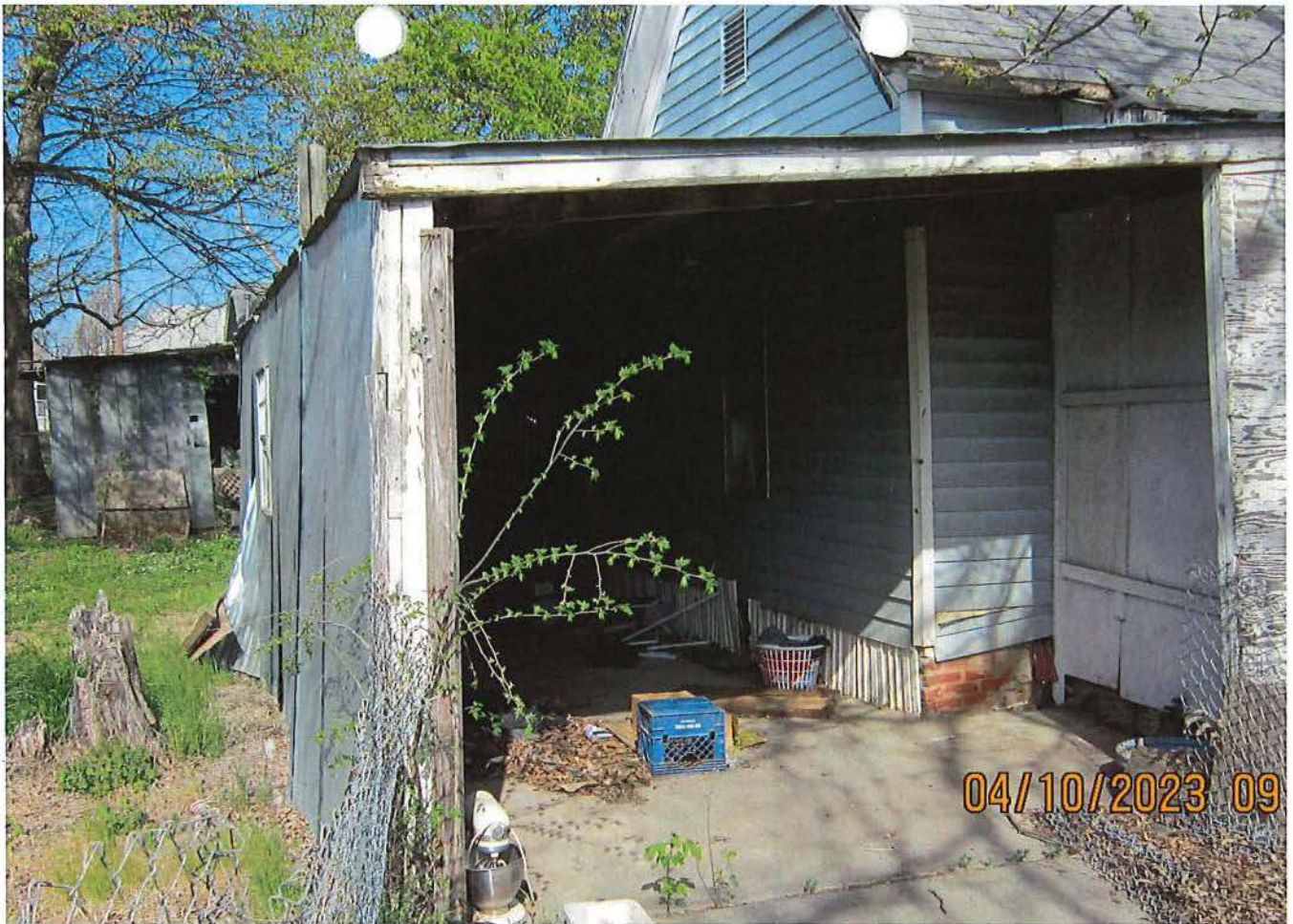
FP **US POSTAGE**
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 ZIP 74801
 04/24/2023
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Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Act if R
1. Cristel Haley	10040 S. HWY 171 MCKINNEY, TX 74855	.57	.55		
2. Cristel Haley	217 W. 36th SHAWNEE, OK 74801	.57	.55		
3. Rosales Cecilio-Figueroa	126 S. Draper SHAWNEE, OK 74801	.57	.55		
4. Yonda Oldham	422 N. Forrest SHAWNEE, OK 74801	.57	.55		
5. Lester Stapp	420 W. Forrest SHAWNEE, OK 74801	.57	.55		
6.					
7.					
8.					

ps. 3 of 3

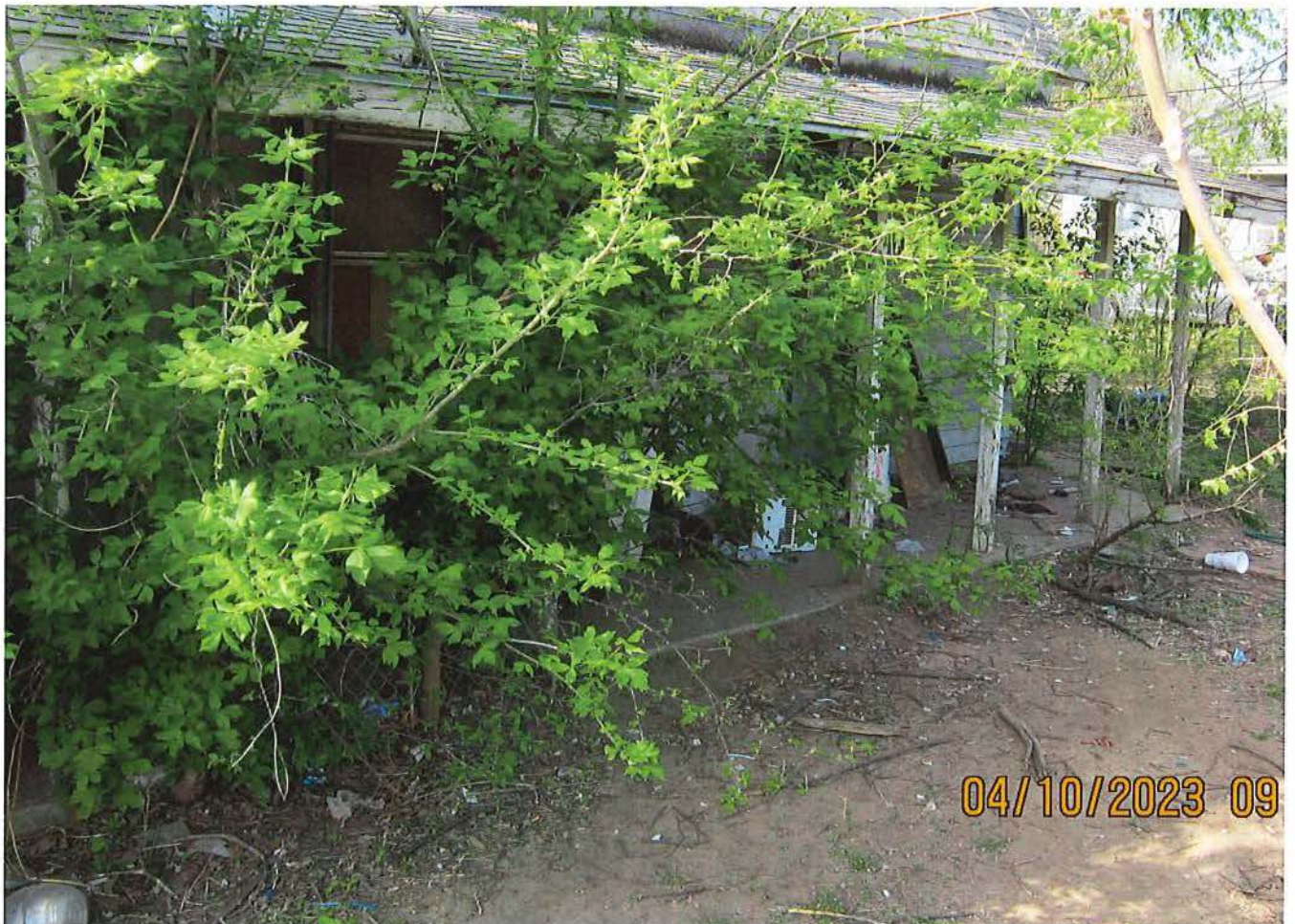
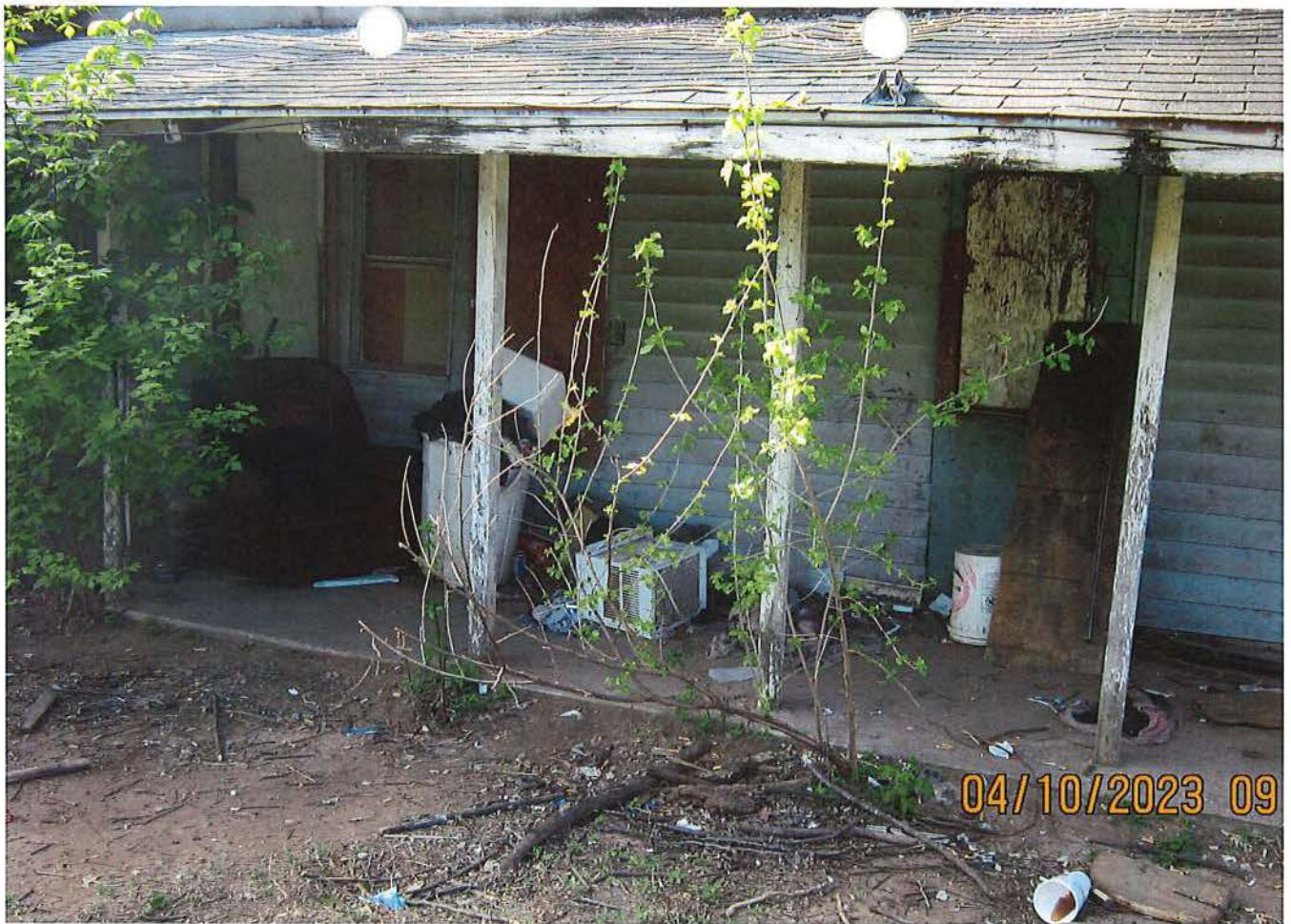
CHAWNEE OK 74801
APR 24 2023

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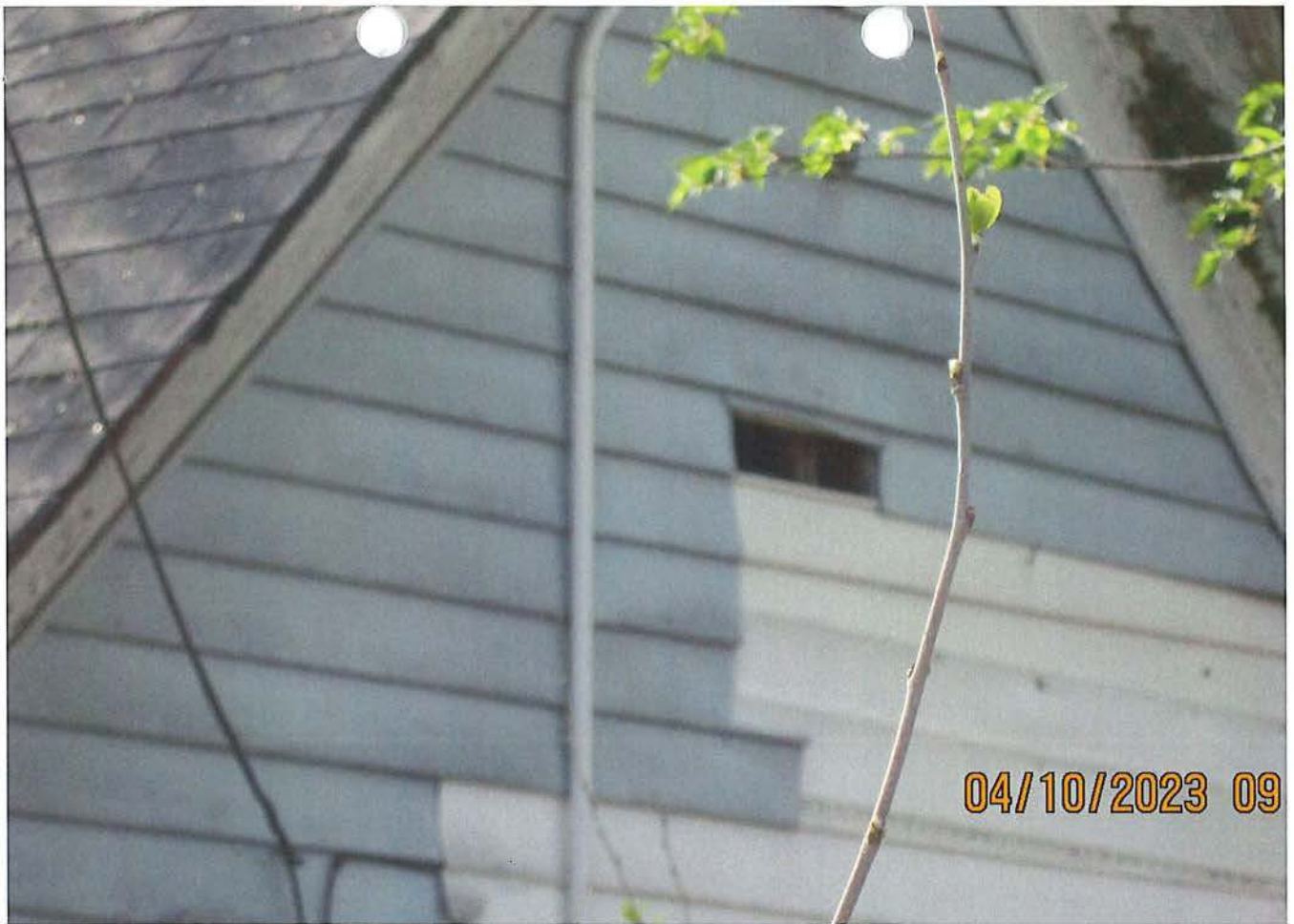












(Published One Time in The County Democrat, April 28, 2023).

**NOTICE OF HEARING CONCERNING
DILAPIDATED BUILDING(S)**

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A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway on Thursday, May 18th, 2023 (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether:

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PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 602 S Park -- Shawnee AP Blk. 128 E 1/2 OF N14' Lots 11 & E1/2 Lot 12 -- Roger & Phyllis Lamb

9:30 AM 823 E Ridgewood -- Richard & Marys W75' of E125' of N1/2 Blk 13-- Louis Hosino

10:00 AM 1512 E Walnut -- Collwells Blk. 2 lot 17 -- Mark & Mary Cannon

10:30 AM 813 S Philadelphia -- Seminole Blk. 23 Lots 32 & 33 -- Integrity Home Buyers LLC

11:00 AM 602 N Aydelotte -- Hoffmans Blk. 13 Lots 10 & 12 -- Lora Davis

11:30 AM 310 N Mead -- Oak Park Blk. 12 Lots 8 & 9 -- Timothy P Hayes

1:00 PM 1 W Main -- AP Shawnee Blk 29 Lots 1 thru 3 -- Bin Wen Li

1:30 PM 7 W Main -- AP Shawnee Blk 29 Lot 4 -- Tammy Alexander & Holly Ross

2:00 PM 9 W Main -- AP Shawnee Blk 29 Lot 5 -- FBL Holdings LLC

2:30 PM 147 S Osage -- Browns Blk 1 Lots 22 & 23 -- Dewayne Henry

3:00 PM 629 N Hobson -- W J Estes AP Blk 5 W 1/2 Lots 15 & 16

If the hearing officer determines that the Report is true and/or that the properties are dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s)

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AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE

ss.

Renee' Wortham, of lawful age, being duly sworn and authorized, says that she is publisher of The County Democrat, weekly newspaper printed in Shawnee, Pottawatomie County, Oklahoma a newspaper qualified to publish legal notices, advertisements and publications as provided in Section 106 of Title 25, Oklahoma Statutes 1971 as amended, and complies with all other requirements of the laws of Oklahoma with reference to legal publications.

That said notice, a true a copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publication and not in a supplement, on the following dates:

April 28, 2023

Publishing Fee \$ 96.50

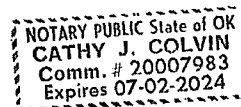
/s/ Renee' Wortham

Subscribed and sworn to before me this 28th

day of April, 20 23

/s/ Cathy J. Colvin
Notary Public

My commission expires: 07/02/24



01/29/2024

NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

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2:30 PM 147 S Osage –Browns Blk 1 Lots 22 & 23 –Dewayne Henry

3:00 PM 629 N Hobson – W J Estes AP Blk 5 W1/2 Lots 15 & 16

If the hearing officer determines that the Report is true and/or that the properties are dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

Sign In Sheet

(PLEASE PRINT)

Page 262 of 536

HEARING DATE 05.18.23 ADDRESS 602 S. PARK

OWNER PRESENT Yes/No/Who AMANDA POWELL

TIME MEETING STARTS 9:01 AM

NOTES

Parents passed LPT to Amanda Powell
Amanda Powell is NOT LEGAL OWNER
Asking City Attorney for Permit

ORDER Getting remodel permit w/in 48 hours

PERMIT OBTAINED BY 05.22.23

MEETING ADJOURNED

STRUCTURE REMOVED BY 11-22-23

9:13 AM

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 602 S PARK
Lot 0012, Block 0128
AP SHAWNEE ADDITION

OWNER: PHYLLIS & ROGER LAMB

HEARING DATE: May 18, 2023

CAUSE: Dilapidated Residential Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a one-story residential 915 sqft structure with wood & vinyl siding and wood roof which has been vacant since 2023, according to City utility record.
- Other public nuisance cases since 1) Dilapidated Building, 2) Dwelling Unfit for Habitation
- Building Official Report: The residential structure is overgrown and siding missing in areas and soffit that needs to be replace because of deferred maintenance and unsecured windows and the roof is missing roofing material allowing the elements to enter the structure unimpeded.
- Notice mailed by Certificate of Mailing and posted upon property on or about April 24,2023
- There is no mortgage.
- Taxes are not paid for 2021 & 2022.

COMMENTS:

- This building was reported by a citizen as dilapidated. Staff confirmed that the building was a dilapidated structure. Given the extent of deterioration, restoration is likely practical. My recommendation is that the owner must pull a demo permit or remodel permit within 48 hours of the hearing and the structure must be demo within (180) days of the permit being issued, or the structure will be demo by the city and a lien will be applied to the property.

CURRENT STATUS:

- There has been no change in the building's physical condition as of April 24, 2023.

RECOMMENDATION:

The building is dilapidated and a violation of **ARTICLE XII. - DILAPIDATED BUILDINGS** of the City's Code of Ordinances. Specifically, it can be considered dilapidated for the following criteria:

- 1) That, through neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the public.
 - 2) That is unfit for human occupancy due to the lack of necessary repairs and that is considered uninhabitable or that is a hazard to the health, safety, and welfare of the general public
- I declare the property a dilapidation public nuisance and order it abated by demolition and removal if owner fails to apply for a demo or remodel permit within (48) hrs of the hearing date. The abatement shall commence on or after May ~~30~~, 2023 if owner fails to apply for permit within the 48hrs and if owner fails to complete the permit within (180) days after being issue, The abatement shall commence on or after November 22, 2023.

BEFORE THE ADMINISTRATIVE HEARING OFFICER FOR THE
CITY OF SHAWNEE, COUNTY OF POTTWATOMIE
STATE OF OKLAHOMA

ADMINISTRATIVE ORDER

Now, on this 18 day of May, 2023 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

X / appeared Amanda Powell

/ / represented by legal counsel or other representative. _____

/ / failed to appear.

The Hearing Officer finds that due and proper service was made on Respondent at least ten (10) days prior to the date of this hearing. After having carefully reviewed the record and evidence herein, and having heard the evidence and testimony of the Code Enforcement Officer and the Respondent, if any, the Hearing Officer further finds that the subject building(s) is/are dilapidated and detrimental to health, safety, and welfare of the general public or the community, create(s) a fire hazard dangerous to other property, and that the subject property would be benefited by the removal of the subject building(s).

IT IS THEREFORE ORDERED that: (Address) 602 S. Park

1) The Respondent shall commence the:

(a) / / Dismantling and removal of the building(s)

(b) / / Board and secure structure(s)

(c) / / Reset hearing date _____ / / I permit pulled void hearing date _____

2) If Respondent shall fail to perform the work within the dates fixed, the City shall cause such work to be done and the costs of such work, including all notices required in connection herewith, shall be assessed and collected in accordance with City Code Section 7-582.

3) Permits shall be obtained prior to May 22, 2023 and shall complete remodel/demo no later than 6 months from date of permit November 22, 2023

4) Structure ordered to be razed/removed on or about May 30th, 2023

Amanda Powell

Property owner or Representative

Kevin Moore

Kevin Moore
Administrative Hearing Officer
City of Shawnee, Oklahoma

**You have 10 days to appeal this
to the City Commission.**

*Given time for
Amanda to go
through legal aid
for Probate*

Dilapidated Building

Hearing Checklist

ADDRESS 602 S. Park

Date: 4-10-23 & 1-16-24 Rehearing
1-16-24

	yes	no	Yes	No
Water Service last date: <u>3/1/23</u>		X		X
Taxes Paid <u>21, 22, 23</u>		X		X
Mortgage		X		X
Prior Notice date: <u>/ /</u>		X		X
Vacant	X		X	
Structure Unsecured	X			X
Vagrant Complaint(s)		X		X
Nuisance Complaint(s)	X		X	
Photos of Property	X		X	
Proper Notice Served (owner)	X		X	
Proper Notice Served (mortgager)		X		X
Proper Notice Served (other)		X		X
Property Posted	X		X	
Ran in paper date: <u>4/28/23</u>	X			
Flood Plain		X		X
Fire Damage		X		X
Inspector Report	X		X	

Date: 2-2-24



Notice of Hearing Concerning Dilapidated Building(s)

01/29/2024

ROGER & PHYLLIS LAMB
602 S PARK
SHAWNEE, OK 74801

Problem Property: 602 S PARK AVE
Legal: AP BLK 128 E1/2 OF N14' LOT 11& E 1/2 LOT 12

It has been reported to the City of Shawnee that there exists on the above property one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: **DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS. TRANSFER OF ABOVE SAID PROPERTY IS UNLAWFUL UPON RECEIVING THIS NOTICE.**

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at **9:30AM** on **02/15/2024**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such Report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

If the hearing officer determines that the Report is true and/or that the property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S). PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION


Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC:

NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

To Owners, Heirs, and Claimants of an interest in the following described real properties located in Shawnee, Pottawatomie County, Oklahoma.

It has been reported to the City of Shawnee that there exists on the following properties one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: **DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS.**

A public hearing will be held by and before a hearing officer of said City Engineering department at 222 N. Broadway on **Thursday, February 15th, 2024** (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 315 S Osage – Fairmount Blk. 2 Lots 15 thru 18 & S1/2 lot 19 – Ricky & Danyel Vitela

9:30 AM 602 S Park – Shawnee AP Blk 128 E1/2of N14' Lot 11 & E1/2 Lot 12 – Roger & Phyllis Lamb

If the hearing officer determines that the Report is true and/or that the properties are dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT

Tax Roll Inquiry

Pottawatomie County Treasurer

Buddy Anderson, Treasurer

PO Box 3069, Shawnee, OK 74802-3069

Phone: 405-273-0213

Fax: 405-275-8644

E-Mail: noreply@pottcotrea.org



20230015924

Owner Name and Address

LAMB ROGER & PHYLLIS

602 S PARK

SHAWNEE OK 74801-0491

Taxroll Information

Tax Year : 2023

Property ID : 0015-00-128-012-0-001-00

Location : 602 S PARK SHAWNEE 1

School District : 093S 93 SHAWNEE Mills : 104.47

Type of Tax : Real Estate

Tax ID : 15924

Legal Description and Other Information:

AP BLK 128 E1/2 OF N14' LOT 11 & E1/2 LOT 12

Assessed Valuations	Amount
Land	192
Improvements	1624
Exemptions	1000
Net Assessed	816

The Penalty for this tax statement is calculated through February 15, 2024. After that date, another 1.5% of the base tax will be applied. Fees can be added any time.

Tax Values	Amount
Base Tax	85.00

Tax Values	Amount
Penalty	1.28
Fees	0.00
Payments	0.00
Total Paid	0.00
Total Due	86.28

Date	Receipt	Paid With	Payment For	Amount	Paid By
-------------	----------------	------------------	--------------------	---------------	----------------

No records Found!

Login (build: 22171:20240123.5)
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As of: 1/25/2024

Property Owner**Name:** LAMB ROGER & PHYLLIS**Property Information****Physical Address:** 602 S PARK**Mailing Address:** 602 S PARK
SHAWNEE, OK 74801-0491**Subdivision:** AP SHAWNEE**Block / Lot:** 0128 / 0012**Type:** (RI) Res. Improv.**S-T-R:** N/A**Tax Dist:** (218) 93 Shawnee**Size (Acres):** 0.000**Extended Legal:** AP BLK 128 E1/2 OF N14' LOT 11 &; E1/2 LOT 12**Market and Assessed Values:****Taxes:**

	Taxable Market Value	Full Assessed (12.00% Market Value)
Land:	\$1,600	\$192
Building:	13984	1678
Total:	\$15,584	\$1,870

**Estimated
Taxes:**

\$90

**Homestead
Credit:**

\$1,000

Note: Tax amounts are estimates only. Contact
the county tax collector for exact amounts.**Land:**

Land Use	Size	Units
	0.00	Lots

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
11/5/2007	2007	22471	Quit Claim	18.75	\$12,500	NOWLIN PROPERTIES LLC	Q	
6/17/1998	2807	59	Warr. Deed	15.75	\$10,500	BANCFIRST	PQ	

Details for Residential Card 1:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Frame, Siding, Vinyl	915	3	1930	94	Average + 5	2
Exterior Wall: Frame, Siding, Heat / Cool: F/W/Furn Plumbing: Full: 1 Roof Cover: Fiberglass Shingle Year 1990 Remodeled: Fireplace: N/A								

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Raised Slab Porch - Covered		80			
Raised Slab Porch - Covered		125			





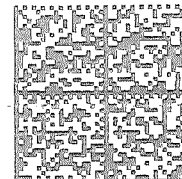


Name and Address of Sender

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
- ☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional
 copies of this bill)
 Postmark and
 Date of Receipt



FP **US POSTAGE**
\$ 001.65
CORRECTION
 ZIP 74801
 01/29/2024
 034A 0081801630

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge
1. Roger & Phyllis Lamb	602 S. Park Shawnee, OK. 74801	.64	.55	
2. Ricky & Danyel Vitela	315 S. Osage Shawnee, OK. 74801	.64	.55	
3. Affordable Home Care	3712 NW 58th Terrace Oklahoma City, OK. 73112	.64	.55	
4.				
5.				
6.				
7.				
8.				
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)		
3	3			

See Privacy Act Statement on Reverse

Sign In Sheet

DATE 2-15-24

[illegible]

315 S. Osage Ricky 315 South Osage
602 S. Park Amorelen Powell 405-765-4318

HEARING DATE 02.15.24 ADDRESS 602 S. PARK

OWNER PRESENT Yes/No/Who OWNER: DECEASED (DAUGHTER PRESENT)

TIME MEETING STARTS 9:45

NOTES

Owner wants to Appeal

ORDER

PERMIT OBTAINED BY 02.20.24

MEETING ADJOURNED

STRUCTURE REMOVED BY 08.20.24

9:57

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 602 S PARK
Lot 0012, Block 0128
AP SHAWNEE ADDITION

OWNER: PHYLLIS & ROGER LAMB

HEARING DATE: February 15, 2024

CAUSE: Dilapidated Residential Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a one-story residential 915 sqft structure with wood & vinyl siding and wood roof which has been vacant since 2023, according to City utility record.
- Other public nuisance cases since 1) Dilapidated Building, 2) Dwelling Unfit for Habitation
- Building Official Report: The residential structure is overgrown and siding missing in areas and soffit that needs to be replace because of deferred maintenance and unsecured windows and the roof is missing roofing material allowing the elements to enter the structure unimpeded.
- Notice mailed by Certificate of Mailing and posted upon property on or about January 29, 2024
- There is no mortgage.
- Taxes are not paid for 2021,2022 & 2023.

COMMENTS:

- This building was reported by a citizen as dilapidated. Staff confirmed that the building was a dilapidated structure. Given the extent of deterioration, restoration is likely practical. My recommendation is that the owner must pull a demo permit or remodel permit within 48 hours of the hearing and the structure must be demo within (180) days of the permit being issued, or the structure will be demo by the city and a lien will be applied to the property.

CURRENT STATUS:

- There has been no change in the building's physical condition as of April 24, 2023.

RECOMMENDATION:

The building is dilapidated and a violation of **ARTICLE XII. - DILAPIDATED BUILDINGS** of the City's Code of Ordinances. Specifically, it can be considered dilapidated for the following criteria:

- 1) That, through neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the public.
 - 2) That is unfit for human occupancy due to the lack of necessary repairs and that is considered uninhabitable or that is a hazard to the health, safety, and welfare of the general public
- I declare the property a dilapidation public nuisance and order it abated by demolition and removal if owner fails to apply for a demo or remodel permit within (48) hrs of the hearing date. The abatement shall commence on or after March 1, 2024 if owner fails to apply for permit within the 48hrs and if owner fails to complete the permit within (180) days after being issue, The abatement shall commence on or after August 20, 2024.

BEFORE THE ADMINISTRATIVE HEARING OFFICE FOR THE
CITY OF SHAWNEE, COUNTY OF POTTWATOMIE
STATE OF OKLAHOMA

ADMINISTRATIVE ORDER

Now, on this 16th day of February, 2024 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

X appeared Amanda Powell

/ / represented by legal counsel or other representative. _____

/ / failed to appear.

The Hearing Officer finds that due and proper service was made on Respondent at least ten (10) days prior to the date of this hearing. After having carefully reviewed the record and evidence herein, and having heard the evidence and testimony of the Code Enforcement Officer and the Respondent, if any, the Hearing Officer further finds that the subject building(s) is/are dilapidated and detrimental to health, safety, and welfare of the general public or the community, create(s) a fire hazard dangerous to other property, and that the subject property would be benefited by the removal of the subject building(s).

IT IS THEREFORE ORDERED that: (Address) 602 S. Park

1) The Respondent shall commence the:

(a) / / Dismantling and removal of the building(s)

(b) / / Board and secure structure(s)

(c) / / Reset hearing date _____ / / I permit pulled void hearing date _____

2) If Respondent shall fail to perform the work within the dates fixed, the City shall cause such work to be done and the costs of such work, including all notices required in connection herewith, shall be assessed and collected in accordance with City Code Section 7-582.

3) Permits shall be obtained prior to 2-20, 2024 and shall complete remodel/demo no later than 6 months from date of permit 8-20, 2024 9:30

4) Structure ordered to be razed/removed on or about 3-1, 2024

X Amanda Powell
Property owner or Representative

Kevin Moore
Kevin Moore
Administrative Hearing Officer
City of Shawnee, Oklahoma

You have 10 days to appeal this
to the City Commission.



Fire Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 18, 2024
To: Board of City Commissioners
From: Tony Wittmann, Fire Chief
Subject: Consideration of a resolution to surplus a 2003 Ford F450 reserve brush pumper.

Background: In the early 2000's, the Shawnee Fire Department purchased a 2003 Ford F450 Brush Pumper using both City and County sales tax funds. This Brush Pumper was used for several years for emergency response inside the City limits, in the Shawnee Fire Department's response area, and for mutual aid responses. The mobile radio, siren speaker, siren control, emergency light control, hose, tools, and all other equipment have been removed from this vehicle.

Staff recommends surplussing the Brush Pumper so that it may be conveyed to the Central Oklahoma Economic Development District (COEDD) Rural Fire Defense Program. The Rural Fire Defense Program's mission is to establish, improve, and expand fire protection capacity throughout the region. This program assists all fire departments in lowering their ISO rating, equipment needs, training, apparatus service testing, hose testing, and equipment specifications.

Financial Impact: None

Attachments: Resolution

Staff Recommendation: Approval of item

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE SELL OR DISPOSAL AT THE CITY'S DISCRETION.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

That the items of personal property are described as:

- 1) 2003 Ford F450 Reserve Brush Pumper
COS Asset No. 2935
VIN: 1FDXX47SX3EC43326

Said property is hereby declared as City owned property which is surplus and no longer needed for City purposes; that the City of Shawnee is authorized to sell or dispose of said items at the City of Shawnee's discretion.

PASSED AND APPROVED this ____ day of ____, 2024.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, MMC, CITY CLERK



Fire Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 18, 2024
To: Board of City Commissioners
From: Tony Wittmann, Fire Chief
Subject: Consideration of a resolution of the City of Shawnee approving the purchase of Self-Contained Breathing Apparatus (SCBA) Inventory from Municipal Emergency Services, under a Cooperative Purchasing Agreement with Sourcewell; and authorizing to enter into a lease/purchase agreement with Community Leasing Partners.

Background: The replacement of the current inventory of Self Contained Breathing Apparatus (SCBA) for the Shawnee Fire Department was included in the current Capital Improvement plan for replacement over the next three years. Chief Wittmann also applied for an Assistance to Firefighter Grant (AFG) to aid with purchase of the SCBA inventory; some of the SCBAs have already been purchased through this grant.

The Shawnee Fire Department was notified earlier this month that our SCBA manufacturer is going to request a rescission from the National Institute for Occupational Safety & Health (NIOSH) for several different products they manufacture, including or SCBA inventory. As a result thereof, these products will not be supported for parts and repairs, and they will no longer be NIOSH approved, necessitating the need to purchase new SCBAs by the end of the calendar year 2024.

The Shawnee Fire Department is requesting approval of the purchase of the remaining SCBA packs, SCBA bottles, face-pieces, and voice amplifiers from Municipal Emergency Services as well as authorization of the City Manager to enter into a lease/purchase agreement with Community Leasing Partners, a division of Community First National Bank to fund the balance of the purchase after an initial payment of \$118,000. The terms of the leasing agreement will be created using the capital funds allotted for SCBA replacement for FY 2024, FY 2025, and FY 2026 and the terms shall be subject to the review of the City Attorney.

Financial Impact: The estimated financial impact will be \$359,291.52 for the purchase. The amount of \$118,000 from the FY 24 capital outlay will be used as a down payment. The amount financed will be the remaining balance of \$241,291.52 paid in FY 22-23. The first payment is due in August 2024, and the final payment will be in August 2025. There is no penalty for early payoff. Funded from Capital Improvement Fund, Fire Suppression, Capital Outlay-Equipment; 301-5-0720-54500

Attachments: Honeywell Update, Municipal Emergency Services, Cooperative Purchasing Resolution SCBA, Municipal Emergency Contract 032620 (1)

Staff Recommendation: Staff recommends approval of the resolution and authorization of the City

Manager to enter into a lease purchase agreement



Honeywell Update on Discontinued Product and NIOSH Certification

Honeywell Personal Protective Equipment

Date: January 25, 2024

To: SCBA, PD-SAR & EBA Respiratory Customers

Subject: Honeywell NIOSH SCBA, PD-SAR, & EBA Replacement Parts Support

As communicated on the dates below, Honeywell discontinued the following products:¹

- April 6, 2017
 - Panther Self-Contained Breathing Apparatus with Heads-Up Display, 2002
 - Cougar Self-Contained Breathing Apparatus with Heads-Up Display
- July 1, 2020
 - Panther Self-Contained Breathing Apparatus, 1997
- October 15, 2021
 - Survivair Cougar SCBA
 - Survivair Puma SCBA
 - Honeywell TITAN™ SCBA
 - Honeywell BA1000 & ER7000
 - Command Communication System
 - Pathfinder Tracking System
 - Cascade System Components
- June 1, 2022
 - ER5000 Escape Breathing Apparatus (EBA)
 - Panther Pressure Demand Supplied Air Respirators (PDSAR)

Due to factors beyond Honeywell's control, including but not limited to an increasingly limited availability of parts and materials, we will be submitting a request for rescission to NIOSH for the products above, with a target of **December 16, 2024**. At that time, we will no longer be able to support parts or repairs for these products, so they will no longer be considered NIOSH approved and can no longer be used in occupational settings that require compliance with OSHA 1910.134.²

This one-year timeframe is intended give customers the opportunity to plan for future needs. We will continue to support the products below that are still within the warranty period until **December 16, 2024**:

¹ See NIOSH approval number list in Addendum A

²Rescinding NIOSH approval means that the product will no longer be listed as NIOSH-approved or certified. Rescinding also means that products may no longer be manufactured, assembled, sold, or distributed bearing the approval number. After December 16, 2024, the respirators listed on this document will no longer be considered NIOSH approved and can no longer be used in occupational settings that require compliance with OSHA 1910.134.

[1910.134\(d\)\(1\)\(ii\)](#) The employer shall select a NIOSH-certified respirator. The respirator shall be used in compliance with the conditions of its certification.

[1910.134\(d\)\(2\)\(ii\)](#) Respirators provided only for escape from IDLH atmospheres shall be NIOSH-certified for escape from the atmosphere in which they will be used.

<https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.134>

- NIOSH approved Self Contained Breathing Apparatus (SCBA) Replacement Parts
- NIOSH approved Escape Breathing Apparatus (EBA) Replacement Parts
- NIOSH approved Pressure Demand Supplied Air Respirators (PD-SAR) Replacement Parts

To the best of our knowledge as of the date of this letter, the service centers listed in Addendum B can be contacted about servicing these products, until NIOSH rescission occurs. Please note that these are third parties that may or may not be Honeywell-authorized service centers and as such, should be vetted properly before being engaged. Honeywell is not liable for services performed or parts provided by these centers.

Please note, Honeywell will not accept orders that include components already discontinued and no longer available. Please communicate this to your customer base as appropriate, as soon as possible.

For more information about this Notice, please contact your local sales representative or Honeywell Respiratory Technical Services at (800) 873-5242 (press 2).

Thank you for your understanding and support of this process.

Best regards,

Wesley Klipfel
Offering Manager
Honeywell PPE | Respiratory Protection

LIMITED WARRANTY/REMEDIES

Subject to the following conditions, Honeywell provides a limited warranty that the products in this notice will be free of defective materials and faulty workmanship for twelve (12) months from shipment. Honeywell's standard product warranty applies unless agreed to otherwise by Honeywell in writing; please refer to your order acknowledgment or consult your local sales office for specific warranty details. If warranted goods are returned to Honeywell during the period of warranty coverage, Honeywell will repair, replace or credit, at its option, without charge those items that Honeywell, in its sole discretion, finds defective.

Notwithstanding the foregoing, in the event of a product end-of-life or obsolescence or rescission, or inability of Honeywell to manufacture or source materials or component parts for a product, for whatever reason, and/or any associated last-time buy in relation to a product (an "EOL"), Honeywell shall engage in commercially reasonable efforts to repair or replace products in accordance with the terms of its standard warranty as outlined above, but in no event shall it be liable if it is unable to do so due to the EOL. The foregoing is

buyer's sole remedy and is in lieu of all other warranties, expressed or implied, including those of merchantability and fitness for a particular purpose. In no event shall Honeywell be liable for consequential, special, or indirect damages.

Addendum A

TC Number	Product Line	Protection
13F-0936	Models BA1000 / ER7000 Self Contained Breathing Apparatus, 30 minute, 2216 PSIG	30 min/ 2216 psi/SC/PD/EOSTI-25
13F-0937	Models BA1000 / ER7000 Self Contained Breathing Apparatus, 45 minute, 4500 PSIG	45 min/ 4500 psi/SC/PD/EOSTI-25
13F-0938	Models BA1000 / ER7000 Self Contained Breathing Apparatus, 60 minute, 4500 PSIG	60 min/ 4500 psi/SC/PD/EOSTI-25
13F-0231	EBA-5	SC/CF/ESC 5 min 2216 psi
13F-0232	EBA-10	SC/CF/ESC 10 min 3000 psi
13F-0255	HF5	SC/CF/ESC 5 min 3000 psi
13F-0284	Sigma/Omega/Panther/Cougar/Puma, 30 min, 4500 PSIG	30 min/ 4500 psi/ SC/SA/PD
13F-0284CBRN	Panther CBRN, 30 min, 4500 PSIG	SC/PD/CBRN/30 min/4500 psi
13F-0285	Sigma/Omega/Panther/Cougar/Puma, 30 min, 2216 PSIG	30 min/ 2216 psi/ SC/SA/PD
13F-0285CBRN	Panther CBRN, 30 min, 2216 PSIG	SC/PD/CBRN/30 min/2216 psi
13F-0286	Sigma/Omega/Panther/Cougar/Puma, 45 min, 4500 PSIG	45 min/ 4500 psi/ SC/SA/PD
13F-0286CBRN	Panther CBRN, 45 min, 4500 PSIG	SC/PD/CBRN/45 min/4500 psi
13F-0287	Sigma/Omega/Panther/Cougar/Puma, 60 min, 4500 PSIG	60 min/ 4500 psi/ SC/SA/PD
13F-0287CBRN	Panther CBRN, 60 min, 4500 PSIG	SC/PD/CBRN/60 min/4500 psi
13F-0300	SIGMA/Panther Hip-Pac, 5 min, 2216 PSIG	SA/SC/PD/ESC 5 min 2216 psi
13F-0805CBRN	Model Titan CBRN Self Contained Breathing Apparatus, 30 minute, 2216 PSIG	30 min/ 2216 psi/ SC/PD/CBRN/EOSTI-33
13F-0806CBRN	Model Titan CBRN Self Contained Breathing Apparatus, 30 minute, 2216 PSIG	30 min/ 2216 psi/ SC/PD/CBRN/EOSTI-33
13F-0807CBRN	Model Titan CBRN Self Contained Breathing Apparatus, 30 minute, 2216 PSIG	30 min/ 2216 psi/ SC/PD/CBRN/EOSTI-33
13F-0808CBRN	Model Titan CBRN Self Contained Breathing Apparatus, 30 minute, 4500 PSIG	30 min/ 4500 psi/ SC/PD/CBRN/EOSTI-33
13F-0809CBRN	Model Titan CBRN Self Contained Breathing Apparatus, 45 minute, 4500 PSIG	45 min/ 4500 psi/ SC/PD/CBRN/EOSTI-33
13F-0810CBRN	Model Titan CBRN Self Contained Breathing Apparatus, 60 minute, 4500 PSIG	60 min/ 4500 psi/ SC/PD/CBRN/EOSTI-33
13F-0805	Model Titan, Self Contained Breathing Apparatus, 2216 PSIG, 30 Minute	30 min/ 2216 psi/ SC/SA/PD/EOSTI-33
13F-0806	Model Titan, Self Contained Breathing Apparatus, 2216 PSIG, 30 Minute	30 min/ 2216 psi/ SC/SA/PD/EOSTI-33
13F-0807	Model Titan, Self Contained Breathing Apparatus, 2216 PSIG, 30 Minute	30 min/ 2216 psi/ SC/SA/PD/EOSTI-33
13F-0808	Model Titan, Self Contained Breathing Apparatus, 4500 PSIG, 30 Minute	30 min/ 4500 psi/SC/SA/PD/EOSTI-33
13F-0809	Model Titan, Self Contained Breathing Apparatus, 4500 PSIG, 45 Minute	45 min/ 4500 psi/SC/SA/PD/EOSTI-33
13F-0810	Model Titan, Self Contained Breathing Apparatus, 4500 PSIG, 60 Minute	60 min/ 4500 psi/SC/SA/PD/EOSTI-33
13F-0301	SIGMA/Panther Hip-Pac, 10 min, 3000 PSIG	SA/SC/PD/ESC 10 min 3000 psi
13F-0319	Lo-Pro, 30 min, 4500 PSIG	Lo-Pro, 30 min, 4500 PSIG
13F-0367	Sigma/Panther Hip-Pac, 15 min, 3000 PSIG	SA/SC/PD/ESC 15 min 3000 psi
13F-0447	Escape	
13F-0448	Escape	
13F-0463	Sigma/Omega/Panther/Cougar/Puma, 30 min, 3000 PSIG	30 min/ 3000 psi/ SC/SA/PD
13F-0789	ER5000, EBA-5 Escape Self Contained Breathing Apparatus, Continuous Flow	SC/CF/ESC 5 min 2216 psi
13F-0790	ER5000, EBA-10 Escape Self Contained Breathing Apparatus, Continuous Flow	SC/CF/ESC 10 min 3000 psi
13F-0791	ER5000, EBA-HF5 Escape Self Contained Breathing Apparatus, Continuous Flow	SC/CF/ESC 5 min HF 3000 psi
13F-0482	Panther Hip-Pac, 10 min, 4500 PSIG	SA/SC/PD/ESC 10 min 4500 psi
13F-0483	Panther HM, 30 min, 4500 PSIG	30 min/ 4500 psi/ SC/SA/PD
13F-0568	Warrior/Titan, 30 minute SCBA	30 min/ 2216 psi/ SC/SA/PD
13F-0568CBRN	Warrior/Titan SCBA, CBRN and NFPA 1981, 2007 Edition	30 min/ 2216 psi/ SC/PD/CBRN
13F-0569	Warrior, 30 minute SCBA	30 min/ 3000 psi/ SC/SA/PD
13F-0569CBRN	Warrior SCBA, CBRN and NFPA 1981, 2007 Edition	30 min/ 3000 psi/ SC/PD/CBRN
13F-0570	Warrior/Titan, 30 minute SCBA	30 min/ 4500 psi/ SC/SA/PD
13F-0570CBRN	Warrior/Titan SCBA, CBRN and NFPA 1981, 2007 Edition	30 min/ 4500 psi/ SC/PD/CBRN
13F-0571	Warrior/Titan, 45 minute SCBA	45 min/ 4500 psi/ SC/SA/PD
13F-0571CBRN	Warrior/Titan SCBA, CBRN and NFPA 1981, 2007 Edition	45 min/ 4500 psi/ SC/PD/CBRN
13F-0572	Warrior/Titan, 60 minute SCBA	60 min/ 4500 psi/ SC/SA/PD
13F-0572CBRN	Warrior/Titan SCBA, CBRN and NFPA 1981, 2007 Edition	60 min/ 4500 psi/ SC/PD/CBRN
13F-0727	Model Warrior Haz-mat (HM) Self-Contained Breathing Apparatus and Type C Supplied Air Respirator, 4500 PSIG, 30 Minute	30 min/ 4500 psi/ SC/SA/PD
19C-0302	SIGMA/Panther SAR	SA/PD

Addendum B

Potential Service Centers

Name	Address	Phone
Extreme Safety	20850 Leapwood Avenue, Suite B Carson CA	310-856-0166
Border States Electric	5475 Joliet St., Unit B Denver CO	720-531-9895
High Country Fire Equipment, Inc.	10643 W. Berry Pl. Littleton CA 80127	(303) 324-8645
Gowans-Knight Co.	49 Knight Street Watertown CT	877-352-4871
FIRE-TEC	1485 Banks Road Margate FL	954-960-5068
Premier Safety	140 Satellite Blvd, NE, Suite B1 Suwanne GA	470-362-7016
SCBAs	403 Peoria St. Washington IL	800-747-7442
Mid-America Fire & Safety	4001 N. St. Joseph Ave. Evansville IN	812-423-5505
High Tech Rescue	1009 Mt. Vernon Rd. Shelbyville KY	502-633-0149
Delta Fire and Safety	235 Eastpark Dr. Eunice LA	888-944-4911
BGS	2204 S. Commerce Gonzales LA	866-247-3473
Premier Fire	6176 West Park Avenue Houma LA	985-580-1555
Premier Safety	46400 Continental Dr. Chesterfield MI	800-327-4260
Southeast Equipment	6408 Montclair Drive Troy MI	248-895-7531
Fire Safety USA	3253 19th Street NW, Suite #4 Rochester MN	507-529-8444
Mobile Test	1972 St. Andrews Church Rd. Sanford NC	919-776-8771
Danko Emergency Equipment	109 Ash Street Snyder NE	866-568-2200
Continental Fire & Safety	2740 Kuser Road Hamilton Twmsp NJ	800-313-1846
Premier Safety	422 Alexandersville Road Miamisburg OH	937-824-4400
Warren Fire Equipment	6880 Tod Avenue Warren OH	800-729-6176
Warren Fire Equipment	2044B South Alex Road West Carrollton OH	937-866-8918
NAFECO	2022 N. Broadway Moore OK	405-812-1028
3 Rivers Fire Equipment	1319 Airbrake Ave. Turtle Creek PA	412-824-9540
M&T Fire and Safety	111 Kasan Ave. Volga SD	605-627-5165
Fire Supply	500 West Railroad Ave., P.O. Box 89 Godley TX	800-338-1461
Kimco Services	103 Oyster Creek Dr. Lake Jackson TX	800-460-7222
Delta Industrial Service & Supply	3159 Summit Dr. Port Neches TX	409-724-1055
Apparatus Equipment & Service	1103 South 700 West Salt Lake City UT	801-886-0600
Fire ETC.	2190 Main St. San Diego, CA 92113	(619) 525-7286



215 S. Seth Child Road
Manhattan, KS 66502
Phone: 888.777.7850
Mobile: 785.313.3154
Fax: 888.777.7875

February 27, 2024

To: Tom Larman
From: Blake J. Kaus
Customer Name: Shawnee, OK
Equipment: Twenty Nine Scott X3 SCBAs, 86 Cylinders, 51 AV3000 Facepieces, 47
Voice Amps & 2 RIT Paks
Delivery: TBD

Option 1

Total Cost:	\$ 359,291.52	Payment Frequency:	Annual
Down Payment:	\$ 118,000.00	First Payment:	August 1, 2024
Trade In:	\$ -		
Amount Financed:	\$ 241,291.52		
Term in Years:	<u>2</u>		
1st Payment:	\$126,000.00		
Final Payment:	\$128,890.98		
Rate:	6.34%		

- Fixed interest rate for the terms provided unless otherwise stated.
- The quoted interest rate is valid for 10-days from the date of the proposal. To lock in the interest rate, a credit submission would be required, and a credit approval attained within the same 10-day period. This financing is to be executed and funded within 30 days of the date of the proposal, or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval of mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.
- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL**

Sincerely,

Blake J. Kaus

VP, Director of Leasing

blakekaus@clpusa.net

Community Leasing Partners - a division of Community First National Bank - Member FDIC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SHAWNEE APPROVING THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS INVENTORY FROM MUNICIPAL EMERGENCY SERVICES, UNDER A COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL; AND AUTHORIZING TO ENTER INTO A LEASE/PURCHASE AGREEMENT WITH COMMUNITY LEASING PARTNERS.

WHEREAS, the City of Shawnee, Oklahoma desires to enter into a cooperative purchasing agreement with Sourcewell for the purchase of Self-Contained Breathing Apparatus (SCBA) from Municipal Emergency Services, under Contract #032620-MES; and

WHEREAS, the City of Shawnee, Oklahoma desires to enter into a lease/purchase agreement with Community Leasing Partners, a division of Community First National Bank of Manhattan, Kansas, to finance the purchase from Municipal Emergency Services; and

WHEREAS, said cooperative purchasing agreement is for an item and/or service that no bid or match on the product or service is listed on the procurement schedule provided by the State of Oklahoma Use Committee; and

WHEREAS, all competitive bidding requirements of the Oklahoma Central Purchasing Act were followed when the pricing was obtained by the cooperative purchasing procurement unit and said pricing is reflected in the cooperative purchase agreement.

NOW, THEREFORE, BE IT RESOLVED by the City of Shawnee, Oklahoma, that in accordance with Oklahoma law, and the policy of the City of Shawnee, the cooperative purchasing agreement identified herein is approved in the amount of Three Hundred Fifty-Nine Thousand Two Hundred Ninety-One Dollars and Fifty-Two Cents (\$359,291.52), and authorization granted to enter into a lease/purchase agreement with Community Leasing Partners to finance the purchase from Municipal Emergency Services.

PASSED AND APPROVED this 18th day of March, 2024.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

**Solicitation Number: RFP #032620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Municipal Emergency Services Inc.**, 12 Turnberry Ln, 2nd Floor, Sandy Hook, CT 06482 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within the United States. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcwell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

Date: 5/5/2020 | 5:05 PM CDT

Municipal Emergency Services Inc.

DocuSigned by:
By: Seth Cosans
BEDE7B96DF184BB...

Seth Cosans

Title: Contract Administrator

Date: 5/5/2020 | 5:06 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 5/5/2020 | 5:08 PM CDT

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

Company Name: Municipal Emergency Services Inc

Does your company conduct business under any other name? If yes, please state: Lawmen Supply Company of New Jersey Inc.

Address: 12 Turnberry Ln
2nd Floor
Sandy Hook, CT 06482

Contact: Seth Cosans

Email: seth.cosans@mesfire.com

Phone: 410-960-2600

Fax: 410-960-2600

HST#: 651051374

Submission Details

Created On: Tuesday March 17, 2020 14:35:57

Submitted On: Tuesday March 24, 2020 15:22:27

Submitted By: Seth Cosans

Email: seth.cosans@mesfire.com

Transaction #: 0324bb6e-3b06-4962-a998-e3f0a01857b0

Submitter's IP Address: 173.49.115.251

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Municipal Emergency Services Inc.	*
2	Proposer Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT,06482	*
3	Proposer website address:	www.mesfire.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Mooney Regional Vice President dmooney@mesfire.com 360-953-7773	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Municipal Emergency Services Inc was established in October of 2000. MES/Lawmen Supply Company is a national full-line first responder and public safety distributor in the US. We represent, stock and distribute over 60,000 thousand products from over 2000 manufacturers. We currently have over 180 outside sales reps, 100 mobile service technicians, as well as dedicated inside sales staff and customer service representatives, and over 16 warehouse locations across the United States. In 2012 MES acquired Lawmen Supply. This merger gives the company the unique ability to serve all first responders and public safety officials on a national level. MES/Lawmen annual sales are in excess of \$200MM and the majority of our sales are for fulfillment of contracts and purchases to local, state and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers. What makes MES/Lawmen distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions us to provide superior products and customer service to fire and public safety departments on a national level as no other sales and service distributor can provide.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	MES represents the best manufactures for first responder and public safety products in our industry including but not limited to turnout gear, structural, wildland, technical rescue, aircraft rescue, Hazmat and EMS. These products include Firefighting PPE protective clothing and gear, coats, pants, boots, gloves, hoods, CBRN, station wear, footwear, helmets, eye protection, SCBA and compressors and supply air devises, laundry, extractor machines drying cabinets and service for SCBA's and supply air compressor devises. Accessories include body armor.	*

9	What are your company's expectations in the event of an award?	MES's expectations upon an award from Sourewell is to update our sales force on the new contract vehicle for which the membership would have access and to roll out to that membership the same level of service that MES provides to all of our agencies everyday many of which are already members. Providing another wonderful way for customers to achieve their missions and for MES to help them reach each solution with the best value that we provide in the way we service all of our markets nation wide.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	MES is attaching a bank reference letter as well as audited financials from 2018 to show how stable and strong we are and have continued to grow.	*
11	What is your US market share for the solutions that you are proposing?	MES represents 25% market share nationwide and continues working to grow with the great contracts like Sourcewell provides.	*
12	What is your Canadian market share, if any?	N/A	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	MES is an authorized distributor reseller and service provider for the manufactures we represent nationwide with the exception a few areas. We do this all with our own company owned sales and service teams working closely with the manufactures we represent without any other network outsourcing. MES is an industry leader for both sales and service.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	MES sales force experience is second to none in the public safety industry. They are trained and have the experience to size agencies for turnout gear and many other types of gear including body armor. They are knowledgeable subject matter specialists concerning NFPA standards for turnout gear and SCBA certification standards as they are changing. Our Service technicians are certified to evaluate test repair and work on 3M/Scott Safety SCBA systems and various other Air supply compressors and components that support 3M Scott SCBA's. MES is one of only very few Five Star certified 3M Scott National Service groups.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	As mentioned in another section MES is only one of a very few that is a 3m/Scott Safety Five Star Safety certified group and we are very proud of this. To achieve this as a distributor you must have certified technicians, mobile and stocking service locations and maintain certain standards for excellence for which MES has for many years.	*
19	What percentage of your sales are to the governmental sector in the past three years	95% of MES business is and has been to government. Local Towns, County, and State government agencies which are the bulk of our business. MES does sell to some contractors that service certain aspects of the safety market however that is a smaller part.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 2%. MES does sell to some public safety groups that have security police forces or fire rescue training academies however those purchases are still not a bulk of our overall business.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES NPPGov Contracts the last three years sold \$56,194,974.17. NY HIRE Contract the last three years sold \$18,874,155.57. NJ State Contract the last three years sold \$27,572,071.00.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES has a GSA contract. Last three years total sales \$14,837.00. MES's GSA contract has no COOP provision so no agency other than Federal or Military can purchase from that contract. It is also very limited and does not offer the same products requested within this RFP.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Los Angeles City Fire Department	Assistant Chief Wade White	213-703-4504	*
West Metro Fire and Rescue	Fire Chief Don Lombardi	303-989-4307	*
City of Aurora Fire-Rescue Department	Deputy Chief of Operations Stephen McInerny II	303-326-8889	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Miami Dade Fire Rescue	Government	Florida - FL	Fire Rescue PPE and Service	\$78,499.00 avg	\$6,986,426.25	*
San Diego Fire	Government	California - CA	Fire Rescue PPE and Service	\$ 48,997.00 avg	\$6,516,619.15	*
L.A. Co Fire	Government	California - CA	Fire Rescue PPE and Service	\$38,882.00 avg	\$6,415,498.09	*
Sacramento Metro Fire	Government	California - CA	Fire Rescue PPE and Service	\$52,477.00 avg	\$6,402,231.76	*
Houston Fire	Government	Texas - TX	Fire Rescue PPE and Service	\$41,346.00 avg	\$6,367,298.70	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Municipal Emergency Services has a sales force of approximately 180 sales representatives in the field across the United States. This sales force is backed up by skilled inside regional office support throughout the USA to process sales orders, purchase orders with manufacturers and support customers.	*
26	Dealer network or other distribution methods.	Municipal Emergency Services is the distributor/dealer for the products proposed.	*
27	Service force.	Municipal Emergency Services has a mobile service force of approximately 100 service technicians fully trained and certified by the manufacturer.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Municipal Emergency Services has 30+ customer service representatives to assist sales representatives and service technicians with order placing, job scheduling and followup. It is a company initiative that a response to an inquiry is made the same business day whenever possible and no later than the next business day.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales, service and customer service staff to maintain the market in the USA. MES covers 44 states so there are only a few areas in the USA MES does not have sales coverage. Maine, Rhode Island, Kentucky, Michigan, Wisconsin, and North Dakota.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES has a nationwide presence and coverage with sales force across the bulk of the states as well as strategically placed warehouses and service stations to support orders and service related work.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. Hawaii and Alaska orders shipping will be quoted as stated. MES will present these shipping terms at time of each quote. This would apply to all US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Municipal Emergency Services is very familiar with promoting contracts. As the largest supplier of First Responder Equipment in the US, we recognize the value of contracts and the time and money that can be saved by agencies not having to go to bid and still receive the items they specify as a solution for their entity from contracts. Additionally MES has implemented an outbound call center (Sales Development Team) that is tasked with reaching out to customers to make them aware of new products, services, etc. Promoting a new contract would fit nicely in this team's scope of work.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Municipal Emergency Services has a marketing team that handles our print, digital and social media marketing campaigns. Content is regularly created and posted to our approximately 100,000 followers made up of customers and industry professionals.	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Promotion from Sourcwell in concert with MES would be very important to all its membership. Sourcwell brings significant municipal contract experience and coupled with MES's national relationships would be powerful. Our sales staff is well versed in contracts of this type and their importance so integration into our program would be seamless.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Municipal Emergency Services has several e-procurement process options and order type and expected frequency would play a role in deciding which of these platforms are appropriate. As examples we have a normal e-commerce website in which members could be given a code to unlock discounts on specific items. We have a custom web store that specific department approved items can be populated and access for procurement granted to as many or few individuals as an agency deems appropriate. There is also dynamic quoting which is similar to the custom website but designed for a smaller number of items that are ordered in high volume. Of course we have the traditional method of ordering where a member can email and call the sales representative or office directly and place an order.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES provides SCBA annual test service maintenance in and out of warranty. MES also performs training on SCBA set up of new certification packs, as well as many other general review of products. If specific requests for training are made outside of general review MES quotes those training on a case by case based on all of the products in need of training based on time and number of people needed to train which can vary.	*
37	Describe any technological advances that your proposed products or services offer.	MES has SOS stores which are Signature Online Stores which are unique in our industry and newer tech we can provide and can be built and configured to meet the needs of large customers as one example of services. MES represents the best PPE products in the industry that provides some of the most outstanding tech for first responders like programs that track turnout gear, and SCBA service, also protection advances in general that make turnout gear lighter and yet still keep firefighters safe under newer standards.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	MES is not a (WMBE) so this does not apply. N/A	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	MES has the largest and experienced sales force that are subject matter specialists in the equipment we sell and amazing service technicians to service many of those products. This is what sets MES apart from any other group in the USA.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	MES is not interested in providing an award of what we submit outside of the USA at this time. MES's distributor contracts are set for distribution in the USA.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	The warranties provided by each manufacture being bid provides slightly different things. Most provide for coverage against mfg defects for a industry standard amount of time. Some cover parts and labor within warranty period however some do not cover labor.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All of the warranties for the companies MES is bidding shows coverage for normal wear and use. Abuse to a produce normally does have a provision to exclude coverage however MES works very closely with each mfg to work through any warranty issue with customers.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most mfg warranty do not cover travel time and mileage unless there is a gross failure of the product and in those cases we work with the mfg to work through the issue on a case by case issue which is rare.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales and service staff to maintain the market in the USA. There are only a few areas in the USA MES does not have sales and service coverage. We address this on a case by case basis as for the listed products we cover most of the USA Alaska and Hawaii.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MES is the distributor of products made by manufacturers we represent. MES follows the Manufacturers warranty. Depending on the Manufacturer MES works on some of the products under warranty and out of warranty repairs. Some of them are sent back to the manufacturer in and out of warranty for service all based on MFG policy.	*
48	What are your proposed exchange and return programs and policies?	Goods received in damaged or defective condition will be repaired or replaced as outlined by the manufactures warranty and guidelines. If the product was damaged while in transport, a claim will be filed with the carrier and we will then work to resolve the replacement asap. These evaluations are expected to be done within 30 days of delivery or sooner by the customer. After that time MES and most manufacturers will not be held responsible for whatever issue is presented. MES does our best to always resolve issues presented.	*
49	Describe any service contract options for the items included in your proposal.	MES lists service for items we submit for bid. These are both for annual testing, repair in and out of warranty with listed labor and parts cost discount.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Municipal Emergency Services, Inc utilizes Community Leasing Partners as a source for leasing/financing eligible items when requested.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	From time to time and when market conditions permit, Municipal Emergency Services may offer a trade in credit for items being replaced. When applicable, the value of the trade in will be based on market and product conditions at the time.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Municipal Emergency Services has several ordering platforms and as stated previously, MES is a dealer so there would be no network outside of ourselves processing orders. All orders, regardless of the sales platform utilized will be marked that they are Sourcewell Contract orders within our internal systems to make quarterly reporting simplified. When a sales representative creates a quote, there is a "forced field" where the rep must select a contract (or none) but there is no default and the field cannot be bypassed. Once a quote is verified and approved by a member, the quote becomes the sales order, the sales order generates a purchase order to our supplier if not in stock in our facility, and then becomes an invoice- all a product of the original quote and does not have to be re-entered at every step. The ordering platforms offered are traditional orders, in which a customer contacts the sales representative or office with approval to order. Most orders on this contract would likely fall into this category due to the customization of many of these protective clothing items. We have several electronic platforms that can be utilized depending on the anticipated order size and frequency. We have a customizable web store in which the member would have a private website with approved items. We also have a dynamic quote system designed for smaller quantities of items in which the member can log in and order off of a quote with an extended expiration date.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	MES limits P-Card and credit card purchases to \$10,000. There is no added fee to use this method.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will upload MSRP, list or net price sheets depending on manufacturer as we list them as well as discounts off of those MSRP, list price or net price lists as the Sourcewell price.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will list the discount from MSRP, list or net price sheets depending on manufacturer as we list them for the Sourcewell proposed bid price.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	MES gives our best price based on the volume of business we do annually so any added volume discounts would only be when we have special pricing to list as Sourcewell indicated can be done on a case by case in the portal as they happen.	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For any open market requested items or items not found on contract MES would quote those as open market at the same agency discounted pricing we do every day.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Special requests such as training on items not always listed, inside delivery, lift gates so that deliveries can be more easily offloaded or anything else, MES is willing to work with the membership to price out to take care of the needs of the agencies and make sure their goals are met. MES's goal is to be the first and last supplier and service provider agency members think of and go to because we know there are other options and we are here to make sure you get the best value which is not always the low price for the best job.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. MES will present these shipping terms at time of each quote. Hawaii and Alaska orders shipping will be quoted as stated per quote. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and or freight to Alaska or Hawaii are quoted per quote. MES is not interested in servicing Canada at this time. MES does no exporting unless shipped to a Federal/DOD location.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Unique distribution that MES offers is our many hubs through out the USA and if we do not have it in stock our relationships with our manufactures are second to none in the industry making MES the effective hammer in the market that we are today. Any special quicker shipping requests can be quoted upon request and MES will do our best to accommodate. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Within the MES ordering system as mentioned reference ordering there is a forced tab that must be selected when entering a quote to select a contract vehicle. Sourcewell being one of those that needs to be selected when quoting for that contract if awarded and once selected the sales representative then ensures that the item quoted is getting the sourcewell discounted price per the contract price list or in the case that there is any added discount also as listed to determine if shipping would be included as sometimes is or if needs to be added based on the situation we need to quote shipping. Quarterly a report is pulled by Vice President of Finance and then reviewed by the contract administrator then once review is complete fees are calculated using excel with the formula set to the fee percentage due and then that report is then sent back to the Vice President of Finance for his department's review. Once approved the fee is sent to Sourcewell for the quarterly sales.
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MES proposes a 1% fee for all sales quarterly.

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon an award MES would survey our sales force to see how the response of the membership customers wish to use this contract vehicle to purchase. And MES will be tracking success of the use of the contract by its membership when we look at the quarterly reports to see how much business is completed using this contract after it has had a couple quarters to be promoted both by Sourcewell and by MES.	*
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	MES provides the very best that the fire and public safety industry manufacturers have to offer our market. Many of these products are similar however MES takes feedback from agencies and gives that back to manufacturers to improve products performance and safety while maintaining safety standards and certifications. MES has had many manufacturers make products just for MES to offer as a result so that MES can provide thermal imaging cameras, gloves, boots, or other products that are better than we normally see in the market.	*
68	Describe available options for customization of the products and/or equipment offered in your proposal.	MES offers the full range of options from all of the various manufactures represented to customize items within the extent that certifications allow.	*
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Once MES gets an order which involves a need for sizing of any product our regional sales force is in contact with the agency membership to schedule sizing. If fitting is needed after delivery MES is again available to help with that as well and any alterations can be ordered or addressed quickly.	*
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	MES has as mentioned in other tabs the largest and most experienced subject matter specialist in the industry for on site sales demo, training and support. Our sales force works closely with the manufactures having many of their folks ride with MES sales force to sales calls to demo and service products. This makes MES the reason we are the first ones agencies call and even though we may not always be the lowest price we are the best value in the industry. MES gets it done.	*
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES staff are subject matter specialist on NFPA standards for turnout gear, SCBA systems and all related gear so that as changes in certifications are happening we are there to help the market stay up to speed with all of their gear and certifications testing and service. Our Techs are updated on their training as well as our sales staff as needed.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - MES Audited Financials 2018 FS.pdf - Saturday March 21, 2020 15:12:35
- [Marketing Plan/Samples](#) - MES Sourcewell 03262020 Marketing plan.doc - Sunday March 22, 2020 17:06:30
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Sourcewell 03262020 Warranty.doc - Tuesday March 24, 2020 09:27:04
- [Pricing](#) - MES PL.zip - Tuesday March 24, 2020 09:27:34
- [Additional Document](#) - MESWEL~1.PDF - Saturday March 21, 2020 15:12:11

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Seth Cosans, Contract Administrator, Municipal Emergency Services Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	☒	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	☒	--
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	☒	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	☒	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	☒	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	☒	--
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	☒	--

AMENDMENT #1
TO
CONTRACT # 032620-MES

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Municipal Emergency Services Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment, to Sourcewell and its Participating Entities, effective May 5, 2020, through May 7, 2024 (Contract).

The parties wish to amend the Contract.

NOW THEREFORE, Section 20. Insurance–Subsection A. Requirements– Item 5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability, of the Contract, is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO
Date: 3/6/2023 | 9:46 PM CST

Municipal Emergency Services Inc.

DocuSigned by:
John Walker
By: 10644B472C64440...
John Walker, CFO
Date: 3/6/2023 | 3:21 PM CST

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO
Date: 3/7/2023 | 6:02 AM CST



Heart of Oklahoma Exposition Center Department
1700 W. Independence St.
Shawnee, OK 74804
ShawneeExpo.org

Date: March 18, 2024
To: Board of City Commissioners
From: Danny Vise, Assistant City Manager
Subject: Consideration of a resolution of the City of Shawnee to purchase a Kubota SVL75 utilizing Sourcewell Contract #040319.

Background: Staff are proposing to purchase a Kubota SVL75-3HWC Tracked Skid Steer for use at the Heart of Oklahoma Expo. This purchase was previously budgeted and approved by the City Commission for Fiscal Year (FY) 2023-2024 and was included as Expo Improvements in the approved Capital Improvement Plan (CIP) for FY 2023-2024.

This skid steer will allow Expo staff to complete repairs and related work to the grounds of the Expo in a more timely and efficient manner.

Through Contract #040319, staff are utilizing the cooperative purchasing agency Sourcewell for this purchase in compliance with the City of Shawnee Cooperative Purchasing Agreement Policy, dated August 15, 2022. The procurement through Sourcewell meets all competitive bidding requirements as set forth by the Oklahoma Central Purchasing Act.

Financial Impact: \$66,020.05 from 303-5-1210-54200; 2018 Capital Improvement Fund, Expo Center, Capital Outlay-Buildings and Improvements; Project No. 24-1210-01

Attachments: SVL75 Quote, Kubota Sourcewell Contract 040319, Cooperative Purchasing Resolution Kubota SVL75

Staff Recommendation: Approval of the item

-- Standard Features --

-- Custom Options --



S Series

SVL75-3HWC

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Vertical Lift Path Loader Frame
Standard Front Quick Coupler,
Float Standard
Hydraulic Quick Coupler Option
Selector Loader Arm Self-
Leveling
Loader Boom Lock
Open ROPS & Air Conditioned
ROPS/FOPS Cab Models
High Back, Adjustable, Vinyl,
Suspension Seat
2" Retractable Seat Belt and 2-
Piece Seat Bar
12V Electric Outlet
19.2 gpm Auxiliary Hydraulics
standard, 29.8 gpm Option
Direct To Tank Return Line
Rigid Mounted Undercarriage, 4
Lower Track Rollers
Rubber Tracks, 12.6" Standard,
15" Optional
Two Speed Travel System
Automatic Wet Disk Parking
Brake
Kubota 4 Hydraulic Pump Load
Sensing System
2 Gear, 2 Variable
Displacement Pumps
Hydraulic Joystick Controls,
Optional Multi-Functional Grips
ISO Operating Pattern
Hand And Foot Throttle
Controls
Electronic Travel Torque
Management
Automatic Glow Plugs
7" Multifunction Touch Screen
Integrated Rear Camera
Keyless Start
Self Bleed Fuel System
2 Front and 2 Rear Working
Lights
Hour Meter, Engine
Temperature and Fuel
Gauges and Warning Lights
Horn and Backup Alarm
Lockable Fuel Cap
Bolt On Grab Handles to enter
machine
KubotaNOW Telematics

BASIC UNITS

SVL75-3, 15.8" Rubber Tracks,
Open ROPS/FOPS Cab
Hydraulic Quick Coupler

ENGINE

V3307 Kubota CR-TE4, Tier 4
Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
74.3 Gross HP @ 2400 rpm

DIMENSIONS

Cab Height 81.8"
Width (without attachment) 65.9"
Width with wide track option
(without attachment) 69.1"
Length (without attachment) 112.0"
Length of Track on Ground 56.5"

OPERATIONAL

DIMENSIONS

Operating Weight*, SVL75H, 12.6"
Rubber Tracks, Open
ROPS/FOPS Cab, Mechanical
Quick Coupler 9,190 lbs.
Rated Operating Capacity (@ 35%
of Tipping Load) 2,490 lbs.
Rated Operating Capacity (ROC)
@ 35% of Tipping Load complies
with ISO 14397-1 and SAE J 818
for crawler loaders
Rated Operating Capacity (ROC)
@ 50% of Tipping Load 3,557 lbs.
Tipping Load 7,112 lbs.
Auxiliary Hydraulics Flow 192/
29.8 gpm
Travel Speed (Low / High)
5.6 / 8.6 mph
Reach @ Maximum Height 39.6"
Height to Hinge Pin 122.7"
Ground Pressure (Standard Track)
5.8 psi
Ground Pressure (Wide Track) 4.7
psi
Traction Force 9,678 lbf.

* Includes operator's weight, 175
lbs.

SVL75-3HWC Base Price: \$79,754.00

(1) 74" Heavy Duty, Low Profile, Long Floor, Cutting
Edge, Side Cutter, 19.2 cu-ft heaped capacity
AP-HD74LLC-74" Heavy Duty, Low Profile, Long Floor, Cutting
Edge, Side Cutter, 19.2 cu-ft heaped capacity

(1) SVL75-3 TELEMATICS HARNESS \$55.00
S6708-SVL75-3 TELEMATICS HARNESS

(1) AT&T TELEMATICS MODEM \$449.00
DCU6700-AT&T TELEMATICS MODEM

(1) HOSE STAY FOR SSV/SVL MODELS \$108.00
S6763-HOSE STAY FOR SSV/SVL MODELS

(1) 56 Series Pallet Fork, 60" Width 5,500 lb. \$2,220.00
Capacity
AP-PFL5660-99-56 Series Pallet Fork, 60" Width 5,500 lb.
Capacity

Configured Price: \$85,190.00

Sourcewell Discount: (\$20,401.20)

SUBTOTAL: \$64,788.80

Dealer Assembly: \$0.00

Freight Cost: \$831.25

PDI: \$400.00

Total Unit Price: \$66,020.05

Quantity Ordered: 1

Final Sales Price: \$66,020.05

**Final pricing will be based upon pricing at the time of
final delivery to Sourcewell members.
Purchase Order Must Reflect Final Sales Price.**

**To order, place your Purchase Order directly with the quoting
dealer**

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Kubota Tractor Corporation

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.N/8.27/31	Affirmative Action	Kubota operates under California Law where according to the State Constitution it is unlawful to require affirmative action	Sourcewell accepts

Proposer's Signature: _____

Date: _____

Sourcewell's clarification on exceptions listed above:



Contract Award
RFP #040319



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

**MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS,
ACCESSORIES, AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

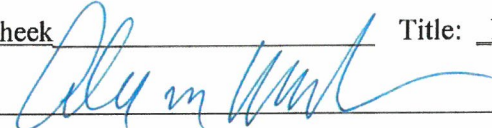
Company Name: Kubota Tractor Corporation Date: 3/29/2019

Company Address: 1000 Kubota Drive

City: Grapevine State: TX Zip: 76051

CAGE Code/DUNS: 06-207-4828

Contact Person: Jon Cheek Title: National Accounts Manager

Authorized Signature:  Alex Woods
(Name printed or typed)

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 040319-KBA

Proposer's full legal name: Kubota Tractor Corporation

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

C0FD2A139D08489...
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

7E42B8F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-KBA

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Kubota Tractor Corporation

Authorized Signatory's Title VICE PRESIDENT

Alex M Woods

VENDOR AUTHORIZED SIGNATURE

Alex M Woods

(NAME PRINTED OR TYPED)

Executed on 5/30, 2019

Sourcewell Contract # 040319-KBA

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

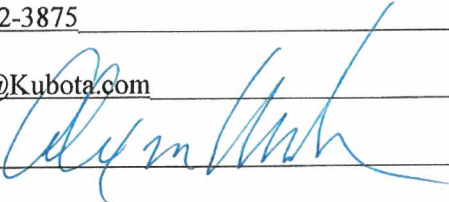
Company Name: Kubota Tractor Corporation

Address: 1000 Kubota Drive

City/State/Zip: Grapevine, TX 76051

Telephone Number: (817) 532-3875

E-mail Address: Jon.Cheek@Kubota.com

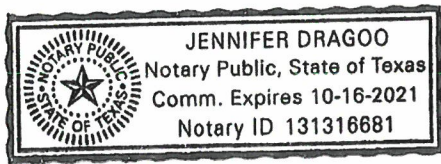
Authorized Signature: 

Authorized Name (printed): Alex Woods

Title: Vice President, Sales Operations, Supply Chain and Parts

Date: 03/29/2019

Notarized



Subscribed and sworn to before me this 29th day of March, 2019

Notary Public in and for the County of Tarrant State of Texas

My commission expires: 10/16/2021

Signature: Jennifer Dragoo

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Kubota Tractor Corporation

Questionnaire completed by: Jon Cheek

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? Net 45
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? Yes
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Dealers will provide quotes to the Sourcewell customers and process the orders. Kubota Tractor Corporation will assist in quotes where needed and also help process orders when needed. The dealers must enter a dealer code reflecting the Sourcewell account in order to be compensated for the sale. The entering of this code will identify the order as an Sourcewell order and allow the information to be pulled for reporting purposes.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process? No, we do not accept P-card payments.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?

Please see the Kubota Warranty Guide in the supporting documents under Form P.

- 6) Describe any service contract options for the items included in your proposal.
There are no service contract options available for this program but extended warranties are available (see Warranty Guide in Supporting Documents under Form P).

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All Kubota products in the 2019 Full Line Brochure are available to Sourcewell members (please see 2019 Full Line Brochures in Supporting Documents under Form P).

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Kubota will offer a specific discount off of published list price based on each model and series. Please see Sourcewell Discount Structure file and Price Lists in the Supporting Documents under Form P.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Please see the Sourcewell Discount Structure file in the Supporting Documents under Form P.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- X b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

None

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Most often, the Kubota dealer has already been in contact with the member and knows the requirements of the member which allows him to offer recommendations on the sourced items. The dealer will put that information on the quote. The member will then issue a purchase order which will include the non-Kubota product(s).

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

In addition to equipment cost, there will be freight charges based on current freight rates, assembly fees, and pre-delivery inspection fees. Assembly fees can vary depending on how many accessories the equipment has and what kind. Pre-delivery inspection is a flat \$250 per unit. Please see Install Times and Freight Costs calculations in Supporting Documents under Form P

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Freight will be charged to the member. In the lower 48 States, freight is determined by an equalized freight rate chart by product model and series, and it is included in the quote up front so that the member has this information when making their purchasing decision.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping costs to offshore locations are calculated by freight forwarding companies used by delivering dealers and included in the member quote in the beginning so that the member has the information at the time of making their purchasing decision.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

KTC has a National Distribution Center, 4 Division Warehouses, and 1100 plus dealers that are expected to carry on average 7 months' worth of inventory. KTC will, if needed, ship units from almost anywhere in the country to satisfy urgent orders at no additional cost to the membership.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

Kubota has multiple product groups that constantly review and audit pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group constantly reviews pricing for accuracy giving multiple layers of audit and review. The dealers cannot get paid for their sales using the Sourcewell program without submitting all of the information required to report accurately on the contract usage reports. This information is then downloaded to create our usage reports for the Sourcewell program.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Kubota proposes paying an administrative fee of 1.5% of total sales produced under this contract less freight, assembly fees and pre-delivery inspection fees on Kubota products only.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

- ISO 9001

- 20) Describe any environmental management system certifications obtained by your organization.

The Kubota Group endeavors to strike a balance between attaining business growth and contributing to environmental conservation, and strives toward ongoing symbiotic development with society through eco-friendly corporate activities. The Group has set five basic categories for environmental conservation: "Tackling Climate Change," "Working towards a Recycling-based Society," "Conserving Water Resources," "Controlling Chemical Substances," and "Conserving Biodiversity." Based on these categories, we are committed to the conservation of the global environment through products, technologies and services that address social issues in the areas of food, water, and the living environment.

- ISO 14001
- US EPA certified engines

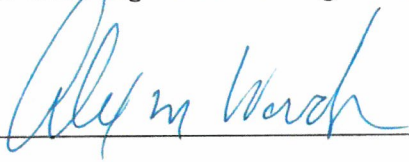
Below are some awards that Kubota has received for their environmental management:

- Highest-Rated "A-List Company" in "CDP Water*", a research concerning sustainable water management conducted in 2017
- Environmental Technology and Project Award presented by the Environmental Engineering Committee of the Japan Society of Civil Engineers
- Green Industry Award in 2017 from the Thai government
- 7 time BLUE PROPER award winner from the environment minister of the Indonesian government
- Kansai Eco-Office Encouragement Award and Certification of an Excellent Waste-reduction Building in Japan
- Gold Level LEED Certification, U.S. Corporate Head Quarters

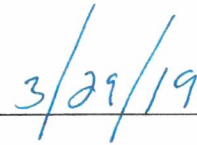
21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Preventive maintenance is different for each type of equipment, business use of the equipment, and environment in which the equipment is used in. Each customer's preventive maintenance needs are different. We have many preventive maintenance plans that have been created between our dealers and customers that are designed to best meet the customer's needs. These preventive maintenance plans are executed by the delivering dealer ensuring the continuing relationship between the local dealer and the customer.

Signature: _____



Date: _____



FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 040319-KBA

Proposer's full legal name: Kubota Tractor Corporation

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-KBA

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Kubota Tractor Corporation

Authorized Signatory's Title VICE PRESIDENT

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on 5/30, 2019

Sourcewell Contract # 040319-KBA



CONTRACT EXTENSION

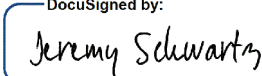
Contract Number: #040319-KBA

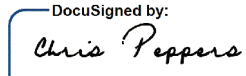
Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Dr., Grapevine, TX 76051 have entered into Contract #040319-KBA for the procurement of Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies. The Contract has an expiration date of May 31, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of May 31, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Kubota Tractor Corporation

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/6/2023 | 3:31 PM CST

DocuSigned by:

By: 2C6FA9ACA54147E...
Chris Peppers
Title: Business Development Manager, Govt. Accounts
Date: 1/9/2023 | 7:49 AM PST



Kubota

CONTRACT# 040319 Med /Compact Const EquipSourcewell 

Awarded Contract

Equipment Type	Model	Series	Discount
Construction Equipment	Excavators	U	24%
Construction Equipment	Excavators	KX	24%
Construction Equipment	Wheel Loaders	R	24%
Construction Equipment	Skid Steer Loaders	SSV	24%
Construction Equipment	Compact track Loaders	SVL	24%
Construction Equipment	B26, L47 & M62	TLB	22%
Tractors	Tractors	B	22%
Tractors	Tractor w/ Loader and Backhoe	BX	22%
Turf	Residential/Commercial Mower	F	22%
Turf	Residential/Commercial Mower	GR	22%
Tractors	Tractors	L	22%
Tractors	Tractors	M	22%
Utility Vehicles	Utility Vehicle	RTV	22%
Utility Vehicles	Utility Vehicle	RTV-X	22%
Turf	Residential/Commercial Mower	T	22%
Turf	Residential/Commercial Mower	Z	22%

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SHAWNEE APPROVING THE PURCHASE OF A KUBOTA SVL75-3HWC FROM GREAT PLAINS KUBOTA OF SHAWNEE, UNDER THE COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL.

WHEREAS, the City of Shawnee, Oklahoma desires to enter into a cooperative purchasing agreement with Sourcewell for the purchase of a SVL-75-3HWC Tracked Skid Steer from Great Plains Kubota of Shawnee, under Contract #040319, and

WHEREAS, said cooperative purchasing agreement is for an item and/or service that no bid or match on the product or service is listed on the procurement schedule provided by the State of Oklahoma Use Committee, and

WHEREAS, all competitive bidding requirements of the Oklahoma Central Purchasing Act were followed when the pricing was obtained by the cooperative purchasing procurement unit and said pricing is reflected in the cooperative purchase agreement.

NOW, THEREFORE, BE IT RESOLVED by the City of Shawnee, Oklahoma, that in accordance with Oklahoma law, and the policy of the City of Shawnee, the cooperative purchasing agreement identified herein is approved in the amount of \$66,020.50.

PASSED, APPROVED, AND ADOPTED this 18th day of March, 2024, by the City of Shawnee.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, MMC, CITY CLERK



City Attorney Department
130 N. Broadway Ave., Suite 100
Shawnee, OK 74801
ShawneeOK.org

Date: March 18, 2024
To: Board of City Commissioners
From: Joe Vorndran, City Attorney
Subject: Consideration of a resolution to withdraw the request for exclusion from the Aqueous Film-Forming Foam (AFFF) Product Liability Litigation (MDL 2873).

Background: The City of Shawnee has examined its options related to a pending settlement with Dupont as well as 3M related to PFAS (per- and polyfluoroalkyl substances). PFAS are a group of synthetic chemicals used in firefighting foam, non-stick cookware, and other products. Better known as “forever chemicals,” they are chemically and thermally highly stable and do not break down in the environment, thus accumulating over time.

- PFAS have been extensively used in airport firefighting training and emergency response due to their ability to suppress fuel fires. PFAS can migrate into drinking water sources, especially in areas near airports, posing a serious health risk to communities, as PFAS exposure in humans is linked to various health risks, including cancer and developmental issues.
- The Environmental Protection Agency (EPA) is developing standards for safe PFAS levels in drinking water. Additional, stringent regulations are emerging to limit PFAS use in firefighting foam and to clean up contaminated sites.

The proposed settlement covers public water systems that draw from sources tested for PFAS on or before June 30, 2023.

Financial Impact:

Attachments: Withdraw from AFFF Litigation Resolution

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION TO WITHDRAW THE REQUEST FOR EXCLUSION FROM THE AQUEOUS FILM-FORMING FOAM (AFFF) PRODUCT LIABILITY LITIGATION (MDL 2873).

WHEREAS, after being advised by counsel of the terms and conditions of the 3M and DuPont Nationwide Class Action Settlement, the City of Shawnee agrees to participate in the settlement and be bound by the terms and conditions therein and requests that the City's attorneys withdraw the previously submitted Request for Exclusion.

NOW, THEREFORE, BE IT RESOLVED that the City of Shawnee, Oklahoma hereby authorizes the City's attorneys to withdraw the Request for Exclusion from the Aqueous Film-Forming Foam (AFFF) Product Liability Litigation (MDL 2873).

PASSED AND APPROVED THIS _____ DAY OF MARCH, 2024.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK



Community Development Department
16 West 9th Street
Shawnee, OK 74801
shawneeok.org

Date: March 18, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration and approval of a grant application for a Safe Streets and Roads for All transportation planning grant to the United States Department of Transportation.

Background: The Bipartisan Infrastructure Law (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over 5 years. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. The SS4A program supports the U.S. Department of Transportation's (US DOT) National Roadway Safety Strategy and the goal of reducing roadway deaths. The SS4A program provides funding for two types of grants: 1) Planning and Demonstration Grants provide Federal funds to develop, complete, or supplement a comprehensive safety action plan. Having an Action Plan in place is the foundation of the SS4A grant program. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region; or 2) Implementation Grants provide Federal funds to implement projects and strategies identified in an Action Plan to address a roadway safety problem. Projects and strategies may be infrastructure, behavioral, and/or operational activities. Applicants must have a qualifying Action Plan that meets the eligibility requirements to apply for Implementation Grants.

If awarded, this grant-funded project enables the City to develop the Safe Streets for All Action Plan needed to apply for subsequent SS4A Implementation Grants. Other Federal or State funding sources requiring a comprehensive road safety plan will accept the SS4A Action Plan as well.

Over the last four years, various community stakeholders have discussed ways to improve pedestrian safety; reduce accidents involving transportation modes; and reduce conflicts between different travel options. While numerous activities have taken place around the community, such as Walking Audits, the Walking School Bus, and City initiated sidewalk construction, these efforts have highlighted the need for additional strategies so that residents can move around the community in a safe and efficient manner. To that end, city staff have been working with staff from the University of Oklahoma's College of Public Health and College of Architecture to develop this grant application.

If awarded, the grant will include a community feedback process about road user safety for all modes of travel, identifying corridors and intersections for improvements, working toward more improved safety practices on our roadways, and applying those ideas to the transportation network. The Action Plan will explore low-cost, high-impact strategies to improve safety and enhance mobility citywide, laying the foundation for roadway improvements in support of the goals and policies of the City's Comprehensive Plan.

Financial Impact: A match of 20%, or \$28,000, is required, and will be requested as part of the Community Development Department's operating budget for Fiscal Year 2024-2025

Attachments: SS4A Shawnee Narrative, Grant and Supplemental Budget

Staff Recommendation: Approval of the application and authorization of any necessary signatures for submission

Safe Streets and Roads for All – Draft Grant Narrative

The City of Shawnee, Oklahoma, is a rural community of approximately 32,000 citizens 30 miles east of Oklahoma City. Shawnee is the county seat of Pottawatomie County (population: 70,000), and more than 400,000 people live, work, and shop within 30 minutes of Shawnee. The largest ethnic groups in Shawnee are White (Non-Hispanic) (67.8%) and American Indian and Alaska Native (Non-Hispanic) (13.8%). Shawnee's population has increased by over 6% since 2010 and continues to grow. In fact, in their 8-year construction plan, the Oklahoma Department of Transportation identified 7.5 miles of I-40 between Oklahoma City and Shawnee that will be widened from four to six lanes. Coupled with 200 new single-family and five multi-family developments in construction, particularly surrounding the I-40 corridor, Shawnee is poised to continue this growth pattern over the next decade.

With a poverty rate of 20.2% (State: 15.7%) (US Census Bureau V2023), many residents face transportation barriers, particularly as Shawnee lacks public transportation infrastructure. Likewise, Shawnee exhibits high rates of preventable health issues. According to the CDC's PLACES estimate, 12.5% of Pottawatomie County is diabetic (2024). Additionally, 41.5% of the county is obese, indicating a high rate of risk of developing diabetes (CDC, 2024). Lack of transportation, high poverty rates, and inequitable access to crucial services such as grocery stores and healthcare contribute to an environment in which a safe system approach is vital to future development.

Over the last decade, the City of Shawnee has worked diligently to address these issues, utilizing a forward-thinking approach that recognizes the connections between the built environment, social determinants of health, and economic stability and growth. A prime example of this success can be seen in the addition of seven miles of sidewalks since 2017. This marks the first time safe pedestrian infrastructure connected two ends of the city.

Supporting the City of Shawnee, the Pottawatomie Go Built Environment (BE) Committee has made significant strides in fostering community engagement based on long-standing relationships and shared goals. Made up of cross-sector stakeholders, including business representatives, government entities, community members, non-profit organizations, and educational institutions, the BE Committee aims to enhance the physical environment to promote natural movement, social connectedness, and overall well-being, with emphasis on safe and active transportation for all people and all areas of the community. A variety of projects have been completed through the BE Committee's advocacy, alongside City leadership and community support. For example, constructing the sidewalks mentioned above was only possible through a funding partnership with the Avedis Foundation. In addition, the BE committee's efforts supported two major park renovations, transforming these spaces into more accessible and enjoyable areas for the community.

The BE committee has a history of actively engaging with community members across the municipality and diverse backgrounds to ensure initiatives are jointly-developed and respond to identified needs. One example of this is the renovation of Farrell Park, situated in a historically disenfranchised area surrounded by minority and low-income families. Initiatives such as Walking School Buses, National Walk to School Day at elementary schools, and Safe Sidewalk Safaris have been instrumental in promoting pedestrian safety and community

involvement. The committee also supported the implementation of a new reporting mechanism for city infrastructure needs and conducted walk audits to assess and improve walkability. The committee's partnerships with city staff, elected leaders, and placemaking experts like Better Block and Mark Fenton have bolstered its efforts. Through these collaborations and projects, the committee gathered valuable data to guide future initiatives.

However, despite these positive outcomes, pedestrian safety still requires substantial attention. The Oklahoma Highway Safety Office reports 25 traffic-related deaths from 2017 to 2021 and nine non-motorist fatalities in Shawnee between 2015 and 2021. Additionally, the City lacks both a comprehensive assessment of existing road and pedestrian amenities and a plan to strategically improve this infrastructure moving forward. Likewise, in a 2023 community-wide, statistically-representative survey, Shawnee residents identified "maintenance of city streets and sidewalks" as a top priority for investment. Consequently, the City will ensure that future efforts are coordinated and accessible through the development of a comprehensive action plan in order to support the expansion of safe connectivity, particularly for people who walk, cycle, or roll.

Through the SS4A opportunity, the City of Shawnee will partner with the University of Oklahoma to both assess the existing infrastructure's strengths and weaknesses and develop a safety action plan the City of Shawnee can utilize moving forward. In addition to the supplemental planning Safe Routes to School plan, the year-long action planning process for Shawnee and greater Pottawatomie County is divided into three phases:

Phase 1: Discovery (first four months)

The "Discovery" phase spans the initial four months and involves several key activities. The BE Committee will maintain regular meetings and communication throughout this process. Phase 1 begins with integrating the existing comprehensive plan from 2019, along with the ongoing Community Health Needs Assessment for Shawnee and greater Pottawatomie County and the Americans with Disability Act (ADA) Accessibility Transition Plan into the basis of the work. The team will also explore proven safe policies to bolster this phase's effectiveness.

Phase 2: Prioritization Phase (second four months)

The Prioritization Phase spans the second four months. This phase involves conducting 4-6 community-engaged accessibility audits and 2-4 community-engaged walk audits, and safe routes to school engagement sessions within schools. The team will host at least one large, community listening session during Phase 2. A significant part of this phase will be dedicated to mapping data, including crashes, demographics, potential pedestrian and bicycle traffic destinations, density, pedestrian and bicycle priority corridors, safe routes to schools, and, if possible, a sidewalk inventory. These activities aim to assess the safety and accessibility of the community's multi-modal infrastructure.

Phase 3: Deliverable Production and Feedback Collection (last four months)

Phase 3 will involve the development of a comprehensive safety action plan to reflect the lived experience of Shawnee residents. Along with working with the BE Committee, this phase will also include one last large community listening session. This phase includes providing demonstration project recommendations, identifying diverse funding sources, and policy change suggestions with specific language recommendations. A data dashboard will also be created, incorporating several data layers such as crash cluster maps, accessibility audit outputs, prioritized thoroughfares, and community-prioritized areas for infrastructure improvements.

Activities	SS4A Funding Request
Itemized Estimated Costs to Develop an Action Plan	
Subtotal Budget to Develop an Action Plan	\$123,452.25
Itemized Estimated Costs to Conduct Supplemental Planning	
Supplemental Planning Activity #1 (Safe Routes to School)	\$55,980.54
Supplemental Planning Activity #2	\$0.00
Supplemental Planning Activity #3	\$0.00
Subtotal Budget to Conduct Supplemental Planning	\$0.00
Itemized Estimated Costs to Carry Out Demonstration Activities	
Demonstration Activity #1	\$0.00
Demonstration Activity #2	\$0.00
Subtotal Budget to Carry Out Demonstration Activities	\$0.00

Total Project Cost
\$137,941.25
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00



Community Development Department
16 W 9th Street
Shawnee, OK 74801
shawneeok.org

Date: March 18, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of an ordinance amending portions of Article VII, creating Sections 22-299 through 22-309 of Chapter 22, authorizing the operation of residential short-term rentals; providing for repeal; providing for severability; and providing for codification.

Background: Due to not having a quorum at the March 6, 2024, Planning Commission meeting, this item will need to be deferred to the April 15, 2024, City Commission meeting.

Financial Impact: None

Attachments:

Staff Recommendation: Defer the item to the April 15, 2024 City Commission meeting



City Manager Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 18, 2024
To: Board of City Commissioners
From: Danny Vise, Assistant City Manager
Subject: Demolition of Shawnee Regional Airport Terminal (Award)

Background: City staff have been working diligently with the City's insurance and the Federal Emergency Management Agency (FEMA) for the last several months to determine whether the Shawnee Regional Airport Terminal facility could be repaired or should be rebuilt. In working through this process, it has been determined that the best course of action is to demolish the existing structure.

In February 2024, staff advertised and solicited sealed bids for the demolition of the Shawnee Regional Airport Terminal that was destroyed by the April 19, 2023, tornado. A mandatory pre-bid conference was held on March 4, 2024, and the bids were due and opened on March 13, 2024.

Staff and Del Sol have reviewed the four (4) bids received. The base bids ranged from \$20,465.00 (low) to \$576,850.00 (high). Staff recommends awarding the contract to M&M Wrecking, who submitted the lowest base bid, for the base bid, alternate #1, and alternate #2 for a total of \$37,201.00.

Financial Impact: \$37,201.00; funded from Insurance Recovery Fund, Airport, Capital Outlay-Buildings and Improvements; 603-5-0120-54200

Attachments: Demolition of Shawnee Regional Airport Terminal, Plan Holders List, Addendum 1, Addendum 2, Addendum 3, Addendum 4, Bid Tabulation

Staff Recommendation: Approval of the item



**Request for Sealed Bids for:
Demolition of Shawnee Regional Airport Terminal
B2024-4706OK-722772**

Sealed Bids Due March 11, 2024, at 2:00 p.m. Central

Issued By:
City of Shawnee, Oklahoma

Authorized Representative
Del Sol Consulting, Inc.

City of Shawnee, Oklahoma
Request for Sealed Bids

Demolition of Shawnee Regional Airport Terminal

Submittal shall be sent to:

**City of Shawnee
Attn: City Clerk
16 W 9th Street
Shawnee, OK 74801**

**Sealed Bid should be clearly marked:
B2024-4706OK-722772 Demolition of Shawnee
Regional Airport Terminal**

SUBMITTAL COVER SHEET

The Entity and the Officer with authority to commit for the Entity are:

RESPONDENT:	FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NO.	TOLL FREE TEL. NO (800)
NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	E-MAIL:
PROPOSAL IS FROM A/AN: () Corporation organized and existing under the laws of the STATE OF _____ () Partnership () Individual		

NON-COLLUSION

The undersigned certifies that the Entity has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this bid invitation.

BID CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

() There is no officer or employee of the City of Shawnee who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.

() The names of any and all public officers or employees of the City of Shawnee have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

() The undersigned further certifies that the Entity IS NOT currently debarred, suspended, or proposed for debarment by any federal or State agency. The undersigned agrees to notify the City of Shawnee of any change in this status, should one occur, until such time as an award has been made under this action.

Date: _____

Entity Name: _____

By: _____

Print Name: _____

City of Shawnee, Oklahoma

B2024-4706OK-722772 Demolition of Shawnee Regional Airport Terminal

SIGNATURE PAGE

THE UNDERSIGNED BIDDER, having examined the plans, specifications, the locations, arrangements, and conditions of the facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements and being acquainted with and fully understanding: (1) the extent and character of the work covered by this proposal; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; and (3) the normal existing and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor; and to construct, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached and the specifications referred to therein (as altered, changed, or modified by any and all addenda thereto), for and in connection with the Contract for which this proposal is herein submitted for and in consideration of the prices set out herein.

The undersigned bidder hereby agrees to furnish the required Performance Bond, Statutory Bond, Maintenance Bond, and evidence of insurance and to enter into a contract within fifteen (15) days after the acceptance of this proposal.

Attached hereto is a Certified Check, Cashier's Check or Bidder's Surety Bond in the amount of: _____ DOLLARS \$ _____ which the undersigned agrees is to be forfeited to and become the property of the City of Shawnee, as liquidated damages, should this proposal be accepted and the Contract be awarded to him, he fails to enter into a Contract in the form prescribed and to furnish the required bonds and evidence of insurance within fifteen (15) days as above stipulated, but otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the Contract and delivery of the approved bonds and evidence of insurance to the City of Shawnee.

Company Submitting Bid

Address

City

State

Zip

Phone Number

Fax Number

Email

Web Address

Authorized Person Submitting Sealed Bid (Print)

Title

Signature

Date

Attest

Corporate Seal (If Applicable)

STATEMENT OF NEED

The intent of this Request for Sealed Bids is to solicit bids for demolition and clearing of the Airport Terminal at the Shawnee Regional Airport. The City of Shawnee encourages minority, woman, veteran owned and small businesses to submit for this bid.

CALENDAR OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If the City of Shawnee determines, in its sole discretion, that it is necessary to change any of the dates and times, it will issue an Addendum to this Request. All listed times are applicable local times for Shawnee, Oklahoma.

<u>Date/Time</u>	<u>Action</u>
February 17, 2024	Advertising of Request for Sealed Bids
February 24, 2024	Advertising of Request for Sealed Bids
March 4, 2024 at 1 p.m.	<u>MANDATORY</u> Pre-Bid Meeting
March 5, 2024 at 5 p.m.	Last Day to Submit Questions
March 11, 2024 at 2 p.m.	Deadline for Submittals
March 11, 2024 at 2:15 p.m.	Bid Opening
March 18, 2024	Anticipated Award of Contract

1. SCOPE OF SERVICES: The scope of the work is for the demolition of Airport Terminal at the Shawnee Regional Airport, as specified in Attachment A.
 - 1.1. All costs in connection with the work, including the furnishing of material, supplies, and appurtenances, providing all demolition equipment and tools, and performing all necessary labor to fully complete the work shall be included in the bid proposal.
 - 1.2. Payment will be made when all demolition, site clearance, debris removal, utility capping, final grading, and clean up of entire site is completed, inspected, and approved.
 - 1.3. The contractor shall comply with the codes and ordinances of the City of Shawnee and all applicable laws of the State of Oklahoma. Demolition permits are required, but no fees from the City of Shawnee will be assessed.
 - 1.4. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.
 - 1.4.1. The Contractor shall maintain traffic in the manner detailed in Attachment A using designated routes.
 - 1.4.2. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors.
 - 1.4.3. Contractor is required to document the condition of the haul route, public and airport pavements in the vicinity of the demolition limits prior to mobilizing to the jobsite.
 - 1.4.3.1. Video and photo documentation shall be provided to the Project Manager prior to beginning work. Any damage incurred to pavements due to the Contractor's equipment or operations shall be repaired to a condition equal to or better than the condition prior to the beginning of work. All repairs shall be completed to the satisfaction of the Project Manager at the Contractor's expense.
 - 1.4.4. Contractor will be responsible for providing their own communications that do not interfere with air traffic or equipment. Contractor is responsible for providing their own air band radios to monitor air traffic while operating on the AOA and in any areas so depicted on Attachment A
 - 1.4.5. Vehicle beacons must be amber in color and top-mounted on vehicles. Orange and White checked flags mounted to be fully visible above the highest point of the vehicle or equipment may be used in lieu of lighted beacons.
 - 1.5. Rates for liquidated damages for this project will be \$500.00 per calendar day.
 - 1.6. Contract time allotted for this project is 90 calendar days.
 - 1.7. Any items that are not listed in the summary of quantities shall be considered incidental items. The cost of incidental items shall be included in the cost of other bid items.
 - 1.8. Use of Utilities
 - 1.8.1. Upon request and approval, the contractor may obtain water supply from the City at no cost. Contractor shall coordinate with the Shawnee Municipal Authority and Shawnee Airport Authority regarding connection and water usage.
 - 1.8.2. Power may be provided but is not guaranteed. Contractor should anticipate providing any power

needs.

1.9. Capping of utilities. Prior to demolition, the contractor shall verify all utility releases have been granted and shall permanently cap water, sewer, and natural gas/propane facilities and upon inspection and approval, mark for future use.

1.9.1. The location of capped utilities shall be determined and approved prior to the Notice to Proceed.

1.10. Structures shall be demolished in such a manner as to avoid hazards to persons and adjoining properties, interference with the use of adjacent properties and structures, and free passage to such structures.

1.11. Lighted low-profile barricades shall be placed as depicted in Attachment A. This item shall include all materials, labor, installation, maintenance and removal to provide closed pavement areas.

1.11.1. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. If barricades are intended to exclude pedestrians, they must be continuously linked.

1.11.2. The contractor will be responsible for maintaining and checking the operation of the low-profile barricades throughout the duration of the project.

1.12. During demolition or clearance, streets and alleys open to traffic will be kept clear of debris, dirt, trash, etc. This shall include airport runways, taxiways, and other areas of the Airport open to vehicular and aeronautical traffic.

1.12.1. Fencing or other suitable materials must be installed to prevent wind-blown debris from impacting any aircraft operating areas.

1.12.2. Vehicles hauling debris must be inspected, covered or otherwise controlled to prevent loose debris from being deposited on streets and alleys, runways, taxiways, and other areas of the Airport open to vehicular and aeronautical traffic during transit.

1.13. Debris Disposal.

1.13.1. All debris must be disposed of in accordance with all applicable laws and regulations for the City of Shawnee, the State of Oklahoma, and the United States.

1.13.2. All debris must be taken to a certified or recognized landfill, the location of which must be approved by the City prior to the Notice to Proceed.

1.13.3. Contractor shall record and forward to the City on a form to be provided, the amount of debris, type of debris, and tipping fees for all debris removed and disposed of.

1.14. The demolition work to be completed is located on an active airport. All precaution must be made to ensure debris stays free and clear of all aeronautical traffic.

1.15. All work shall be coordinated with the City of Shawnee's project manager as well as the Airport Manager to ensure the minimization of impact to the use of the Shawnee Regional Airport.

1.15.1. Contractor shall be responsible for compliance with Federal Aviation Administration Advisory Circular 70/7460-1M - Obstruction Marking and Lighting prior to erecting any equipment in excess of existing roof lines.

2. SUBMITTAL REQUIREMENTS, FORMAT, AND PREPARATION GUIDELINES

2.1. Format and Preparation Guidelines

2.1.1. Submittal Remittance

Send Sealed Submittal To

City of Shawnee
Attn: City Clerk
16 West 9th Street
Shawnee, Oklahoma 74801

Clearly Marked on Outside Envelope

B2024-4706OK-722772 DEMOLITION OF SHAWNEE REGIONAL AIRPORT TERMINAL

Due Date: March 11, 2024, at 2:00 p.m. Central

2.2. Instructions to Respondents

2.2.1. Respondents are to submit one (1) original complete submittal with signatures in blue ink.

2.2.2. At due date and time, all submittals received by the due date will be opened for the sole purpose of recording the names of the individuals or firms submitting written responses.

2.2.3. If the submittal is mailed, sufficient time must be allowed to ensure the City of Shawnee's proper receipt of the package by the time specified above. Allow an additional 24 hours for the City of Shawnee's internal mail process. It is the responsibility of the firms to ensure that the properly marked and sealed submittal arrives at the City of Shawnee. Submittals received after the due date and time will be returned to Respondent unopened.

2.2.4. Any submittal not prepared and received in accordance with provisions stated herein will be considered an informal response and any/or all of the submittal may be rejected.

2.2.5. Withdrawal of submittal will be accepted until the submission due date and time above. No submittal may be withdrawn after the deadline.

2.2.6. Each firm will pay all costs associated with the preparation of the submittal, and, if applicable, subsequent oral presentations if requested by the City of Shawnee.

2.2.7. This file becomes a matter of public record and is open for review by the public upon the full execution of the agreement.

2.2.8. Bids will be considered non-responsive and may not be read if any of the following items are done:

2.2.8.1. Any unit price is left blank.

2.2.8.2. Any change in the unit price or the total amount that is not acknowledged by initials of the person signing the bis adjacent to each such change or alteration.

2.2.8.3. Proposal is not signed in blue ink by the individual in a sole proprietorship, one or more members of a partnership, or a duly authorized officer of a corporation.

2.2.8.4. Proposals containing any omissions.

2.2.8.5. Alterations or additions of the proposal.

2.2.8.6. Conditions not called for.

2.2.8.7. Conditional or alternate bids not called for.

2.2.8.8. A clause in which the bidder reserves the right to accept or reject a Contract awarded.

2.2.8.9. Incomplete bids.

2.2.8.10. More than one bid from any individual, firm, partnership, joint venture, or corporation whether under the same or different name.

2.3. Submittal Content: The following information must, but not limited to, be included in the submittal packet:

2.3.1. Signed Cover Sheet (Page 2)

2.3.2. Sealed Bid Signature Page (Page 3)

2.3.3. Certification for Contracts, Grants, Loans, and Cooperative Agreements as required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (Page 25)

2.3.4. No Proposal Notification, if necessary (Page 26)

2.3.5. Acknowledgement of number and date of addenda received (Page 27)

2.3.6. References Sheet (Page 28)

2.3.7. Cost Sheet (Page 29)

2.3.8. Contractor's Performance Record (Page 30)

2.3.9. Non-Collusion Affidavit (Page 31)

2.3.10. Conflict of Interest Certification (Page 32)

2.3.11. Affidavit of Single Submittal (Page 33)

2.3.12. Status Verification System Affidavit (Page 34)

2.3.13. Bid Bond (Page 35)

2.3.14. If the Respondent fails to supply all required information, the submission may be deemed non-responsive at the discretion of the City of Shawnee.

2.4. Submittal Format

2.4.1. Submittals should be printed on letter size paper (8 ½" x 11") and either bound with a spiral type binding that will allow the submittal to lie flat when open, stapled, or bound in a folder. Do not use metal-ring hard cover binders.

2.4.2. A Table of Contents page may be included but is not required. ***ARRANGE THE SUBMITTAL IN THE ORDER LISTED IN THE SUBMITTAL CONTENT SECTION OF THIS REQUEST FOR BID IN SECTION 2.3.*** Additional optional attachments that are listed in the SUBMITTAL CONTENT section may be included at the end of the submittal packet.

2.4.3. Detailed equipment lists and staff resumes, including list of industry certifications, may be included as a second attachment to the submittal packet.

2.5. Interpretation or Correction

2.5.1. The City of Shawnee is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this Request. Any required addendum to the Request and all clarifications, answers to questions, or changes to this Request shall be provided through a City of Shawnee-issued Addendum, which shall be distributed to vendors by email and posted on the City website found at:

www.shawneeok.org/services/current_bids_proposals/index.php

Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the City to any requirements, terms or conditions not stated herein.

2.5.2. The City shall make every possible, good faith effort to issue any and all addenda(s) no later than five (5) days prior to the due date for bids. Any addendum issued after this date, shall be for material, necessary clarifications to the Request for Sealed Bids.

2.5.3. Any person, firm or corporation submitting a response is deemed to have read, understood and agreed to all terms, conditions and requirements set forth in the specifications. Respondent agrees to conform in general to the terms of these specifications, details of which will be set forth in a signed agreement mutually acceptable to and executed by the City of Shawnee and the Respondent.

2.5.4. From the date of issuance until the City of Shawnee takes final agency action, the Respondent must not discuss their submittal or any part thereof with any employee, agent, or representative of the City of Shawnee except as expressly requested by the City of Shawnee in writing. Violation of this restriction will result in rejection of the Respondent’s response.

2.5.5. No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any the City of Shawnee employee. All inquiries, requests for clarification, change of condition or requirement, specification omissions, doubt as to meaning, or requests for additional information must be submitted, in writing, or via email to Danny Vise, Jr. email address: danny.vise@shawneeok.org. In the written request, the Respondent must identify him/herself and provide the page number, section, and paragraph of the conditions or requirements in question. The Respondent should also recommend specific written changes to the specified condition(s) or requirement(s).

2.5.6. All written inquiries or requests for changes or information must be received by Danny Vise, Jr: danny.vise@shawneeok.org, no later than the scheduled date shown in the Calendar of Events outlined in this document. All Respondent inquiries or requests, the City of Shawnee responses to these inquiries or requests, and other needs as may apply will be provided to all prospective Respondents by addendum. All addenda issued by the City of Shawnee shall become a part of the Request for Sealed Bid, and Respondents shall acknowledge receipt of each addendum by number and date in its response.

2.5.7. Inquiries concerning Request should be addressed as follows:

City of Shawnee
Attn: Danny Vise, Jr
16 W. 9th Street
Shawnee, OK 74801

Or via email to: danny.vise@shawneeok.org

2.6. Provisions for Recommendation: It is understood that the City of Shawnee reserves the right to the following:

2.6.1. Reject any and/or all Bid submittals.

2.6.2. Accept any submittal or portion thereof most advantageous to the City of Shawnee.

2.6.3. Revise the Request and/or issue addenda to the Request, in the event it becomes necessary to revise any or part of the Request. Addenda will be provided to all those who received the Request.

2.6.4. Cancel or re-issue the Request for Sealed Bids, in whole or in part, prior to execution of a contract.

2.6.5. Negotiate with the Respondent.

2.6.6. Award contract based on the overall best business decision for the City of Shawnee including firm location or services offered.

2.6.7. Waive any informalities or regularities.

2.6.8. Award to single or multiple firms.

2.6.9. Request additional information or require a meeting with the Respondent for clarification.

2.6.10. Request presentations from Respondents following submission of the bid submittal.

2.6.11. Modify timelines, as issued in the form of an addendum.

3. EVALUATION CRITERIA AND SELECTION PROCESS

3.1. Contract will be awarded to one or more vendors by item or groups of items whose bid(s) is(are) considered to be the lowest and best acceptable responsive bid, as determined by City staff.

3.1.1. In addition to pricing, determination of best acceptable responsive bid may include the following elements: Whether the firm/respondent involved:

3.1.1.1. Maintains a permanent place of business.

3.1.1.2. Has adequate equipment to do the work properly and expeditiously.

3.1.1.3. Has suitable financial status to meet obligations incident to the work.

3.1.1.4. Has appropriate technical experience.

3.1.2. Respondents should include any information pertinent to this determination by the City of Shawnee

with their response.

- 3.2. Firms may submit bids for individual packages or all packages, however, partial packages will not be considered.

4. GENERAL TERMS AND CONDITIONS

- 4.1. Firms are cautioned to read the information contained in this Request carefully and to submit a complete response to all requirements and questions as directed.
- 4.2. Rates for liquidated damages for this project will be \$500.00 per calendar day.
- 4.3. Contract time allotted for this project is 90 calendar days.
- 4.4. The City of Shawnee reserves the right to reject any and all submittals and to waive any irregularities or technical defects in the response and reserves the right to select the best total program. the City of Shawnee is not liable for any expense incurred by the professional services firm in the preparation and presentation of proposals.
- 4.5. Acceptable Sealed Submittals: Any submittal not prepared and received in accordance with provisions stated herein, can be considered an informal response and any/or all of the submittal may be rejected. The City of Shawnee reserves the right to accept submittals or amendments to submittals that arrive after due date as deemed appropriate.
- 4.6. It is the responsibility of the firm to ensure that the properly marked and sealed submittal package arrives at the City of Shawnee by the due date and time.
- 4.7. Governing Law and Venue: This Request and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Oklahoma, the City of Shawnee, Oklahoma, and the United States.
- 4.8. Appropriated Funds: The purchase of any service which arises from this solicitation, is contingent upon the availability of appropriated funds. If funds are withdrawn or do not become available, the City of Shawnee can cancel the service contract by giving the firm written notice of its intention to cancel not less than ninety (90) days prior to the end of the term without penalty. Upon cancellation of the contract, the City of Shawnee shall not be responsible for any payment of any services received that occur after the end of the current contract period.
- 4.9. Sales and Use Tax: The City of Shawnee as a public entity and some cases exempt from state and local sales taxes.
- 4.10. Invoices: Payment terms on services that have been received and accepted by the City of Shawnee will be net forty-five (45) days.
- 4.11. Observance of the City of Shawnee Rules and Regulations: Firm agrees that at all times its employees will observe and comply with all policies and procedures of the City of Shawnee, including but not limited to smoking, parking and security directives. The firm will be required to follow the City of Shawnee policies in dealing with improper conduct and discrimination and shall report all incidents or injuries to the City of Shawnee.
- 4.12. Non-Exclusive Contract: This is not an exclusive contract and will not restrict in any way the City of Shawnee's rights to contract with other firms for services and/or commodities similar to those specified within this Request.

- 4.13. Limitations of Remedies and Indemnification: Any firm awarded a contract accepts full responsibility for acts or conduct of its employees or agents, or services rendered, and agrees to indemnify, defend and hold harmless the City of Shawnee and its officers, agents and employees from any and all claims, demands, damages, actions and costs or expenses in connection therewith that may relate to any subsequent agreement, or acts of the firm's employees or agents. The City of Shawnee will not be liable for any damage or injury to the firm's employees or its properties. The City of Shawnee does not agree to indemnify the vendor.
- 4.14. The firm may not assign, transfer, convey or otherwise dispose of this agreement or any right, title or interest herein without the prior written consent of the City of Shawnee. Any contract resulting from this Request may only be amended in writing and signed by the firm and the City of Shawnee using the same degree of formality evidenced in the contract resulting from this Request.
- 4.15. The firm shall not name the City of Shawnee in its external advertising, marketing programs or other promotional efforts, any data, pictures or other representation of the City of Shawnee except on the specific, written authorization in advance by the City of Shawnee's Mayor/City Commission and/or the City Manager.
- 4.16. Termination. The agreement between the firm and the City of Shawnee may be cancelled or terminated pursuant to Section 5.17 of this Request.
- 4.17. The firm is subject to and must comply with provisions of the City of Shawnee's policies and applicable state and federal anti-discrimination laws.
- 4.18. Insurance: Prior to beginning work, successful bidder shall deliver certificates of insurance as evidence of the coverage indicated below; such evidence shall include documentation of thirty (30) day prior written notice to the City of Shawnee of cancellation, non-renewal or material change in coverage.

4.18.1. The insurance certificates should be delivered to:

City of Shawnee
Attn: City Manager's Office
16 West 9th Street
Shawnee, OK 74801

4.18.2. Each insurance policy maintained by Contractor must be endorsed as follows:

- 4.18.2.1. "The City of Shawnee is Named an Additional Insured." (Except the Workers' Compensation)
- 4.18.2.2. "Underwriters waive all rights of subrogation against the City of Shawnee."
- 4.18.2.3. "The coverage afforded herein shall be primary in relation to any policies carried by the City of Shawnee." Provide thirty (30) days written notice of cancellation or reduction of any coverage to the City of Shawnee.

4.18.3. Insurance provider shall provide thirty (30) days written notice of cancellation, non-renewal, or reduction of any coverage to the City of Shawnee.

4.18.4. Contractor shall maintain the following:

- 4.18.4.1. Workers' Compensation and Employers' Liability Insurance in accordance with all applicable State laws. Employers' Liability Insurance, including Occupational Disease, with limits of liability

of not less than \$1,000,000 each accident and \$1,000,000 each employee.

4.18.4.2. Commercial General Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit per occurrence for bodily injury (including death), property damage and fire damage. Such insurance shall include, but not be limited to personal injury (libel, slander and false arrest), broad form property damage, blanket contractual liability and products/completed operations insurance.

4.18.4.3. Comprehensive Automobile Liability Insurance including owned, hired and non-owned vehicles with limits of liability of not less than \$500,000 combined single limit per occurrence for bodily injury (including death) and property damage.

4.19. Bid Bond. Firm shall accompany their original bid, filed with the City Clerk's Office with a certified or Cashier's Check on a solvent bank located in Oklahoma or a Bidder's Bond, in the amount of five (5) percent of the amount bid, as a guarantee of their ability to perform the contract bid upon, and that they will enter into a written contract with the City of Shawnee to perform said work and/or furnish said materials in accordance with the specifications of this request, and any and all plans and specification and furnish the required bonds according to the Public Competitive Biddings Act of 1974.

4.19.1. The City of Shawnee will retain the deposit for liquidated damages in case the successful bidder fails to enter in said contract and furnish the required bonds provided for herein within the time required. Deposit of the unsuccessful bidders will be returned upon the execution of a contract and required bonds.

4.20. Construction, Performance, and Statutory Bonds. Firms are required to post these bonds in the amount of up to or equal to one hundred percent (100%) of the total amount of the work awarded upon contract award. These bonds must be obtained from a Corporate Surety licensed in Oklahoma. The firm shall state in the proposal the name and address of the Surety or Sureties who will sign the bond in the event the contract is awarded.

4.21. Change Orders or Addenda. If the resulting contract is governed by the Oklahoma Competitive Bidding Act of 1974, then section 121 of that Act addresses statutory limitations on change orders and addenda. Specifically, 61 OS § 121 states as follows:

4.21.1. Change orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

4.21.2. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

4.21.3. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.

4.21.4. All change orders shall be formally approved by the governing body of the awarding public agency and the reasons for approval recorded in the permanent records of the governing body. The governing body of a municipality may delegate approval of change orders up to Forty Thousand Dollars (\$40,000.00) or ten percent (10%) of any contract, whichever is less, to the chief administrative officer of the municipality or technology center or their designee, with any approved change orders reported to the governing body at the next regularly scheduled meeting.

4.21.5. All change orders for shall contain a unit price and total for each of the following items:

- 4.21.5.1. All materials with cost per item;
- 4.21.5.2. Itemization of all labor with number of hours per operation and cost per hour;
- 4.21.5.3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
- 4.21.5.4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
- 4.21.5.5. Profit for the contractor.
- 4.21.5.6. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.
- 4.21.5.7. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1, 2, 3, 4 and 5 of subsection H of this section.
- 4.21.5.8. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

5. COMPLIANCE WITH FEDERAL REQUIREMENTS. Since the parties anticipate that federal funding will be applied to this Request for Proposal/Agreement/Contract, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned. Where any clauses conflict, the more stringent shall be the used.

5.1. Equal Employment Opportunity: The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

5.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

5.1.1.1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.1.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

5.1.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation

information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

5.1.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.1.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5.1.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5.1.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5.1.8. The contractor will include the portion of the sentence in Section 5.1 that immediately precedes Section 5.1.1 and the provisions of Sections 5.1.1 through 5.1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

5.1.8.1. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5.1.9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will

otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5.1.10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5.2. Compliance with the Contract Work Hours and Safety Standards Act (2 CFR 200 Appendix II).

5.2.1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

5.2.2. Violation, liability for unpaid wages, liquidated damages: In the event of any violation of the clause set forth in Section 5.2.1 of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 5.2.1 of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 5.2.1 of this section.

5.2.3. Withholding for unpaid wages and liquidated damages: The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 5.2.2 of this section.

5.2.4. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Section 5.2.1 through 5.2.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 5.2.1 through 5.2.4 of this section.

5.2.5. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

5.2.6. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5.3. Extension to Successors and Assigns: Each and all of the covenants and agreements contained in the Agreement affected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto. Rights under this Agreement may not be assigned without mutual written consent of the parties.

5.4. Binding Agreement: This Agreement shall be construed in a neutral manner. This Agreement reflects the complete and full terms of agreement that is binding between the parties. The pages may be signed on separate pages, in counterparts and together are deemed to be one document. A true electronic copy is deemed an original.

5.5. Governing Law: All disputes relating to the execution, interpretation, construction, performance, or enforcement of the Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Oklahoma and resolved in a District Court of Oklahoma or applicable Federal Court of Oklahoma. Contractor hereby consents to and waives any objection to venue and jurisdiction in such courts.

5.6. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

5.7. Clean Air Act

5.7.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

5.7.2. The Contractor agrees to report each violation to the City of Shawnee and understands and agrees that the City of Shawnee will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

5.7.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.8. Federal Water Pollution Control Act

5.8.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.

5.8.2. The Contractor agrees to report each violation to the City of Shawnee and understands and agrees that the City of Shawnee will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

5.8.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.9. Suspension And Debarment

5.9.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

5.9.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.9.3. This certification is a material representation of fact relied upon by the City of Shawnee. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Shawnee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

5.10. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.11. Byrd Anti-Lobbying Act: The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

5.11.1. If applicable, contractors must sign and submit the following certification to the non-federal entity (NFE) with each bid or offer exceeding \$100,000. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency. The "44 C.F.R. Part 18 – Certification Regarding Lobbying" shown on ATTACHMENT A must be signed and included with the contract documents.

5.12. Anti-Kickback Clause: The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti- Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

5.13. Procurement Of Recovered Materials: In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

5.13.1. Competitively within a timeframe providing for compliance with the Contract performance

schedule;

5.13.2. Meeting Contract performance requirements; or

5.13.3. At a reasonable price.

5.13.4. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

5.14. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

5.14.1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

5.14.2. Prohibitions.

5.14.2.1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

5.14.2.2. Unless an exception in Section 5.14.3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

5.14.2.2.1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

5.14.2.2.2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

5.14.2.2.3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

5.14.2.2.4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

5.14.3. Exceptions.

5.14.3.1. This clause does not prohibit contractors from providing:

5.14.3.1.1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or

interconnection arrangements; or

5.14.3.1.2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

5.14.3.2. By necessary implication and regulation, the prohibitions also do not apply to:

5.14.3.2.1. Covered telecommunications equipment or services that:

5.14.3.2.1.1. Are not used as a substantial or essential component of any system; and

5.14.3.2.1.2. Are not used as critical technology of any system.

5.14.3.2.2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

5.14.4. Reporting requirement.

5.14.4.1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in Section 5.14.4.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

5.14.4.2. The Contractor shall report the following information pursuant to Section 5.14.4.1 of this clause:

5.14.4.2.1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

5.14.4.2.2. Within 10 business days of submitting the information in Section 5.14.4.2.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5.14.5. Subcontracts. The Contractor shall insert the substance of this clause (Section 5.14), including this paragraph (5.14 .5), in all subcontracts and other contractual instruments.

5.15. Domestic Preferences for Procurements.

5.15.1. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

5.15.2. For purposes of this clause:

5.15.2.1. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

5.15.2.2. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.16. Access to Records

5.16.1. The following access to records requirements applies to this contract:

5.16.1.1. The Contractor agrees to provide the City of Shawnee, OEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

5.16.1.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5.16.1.3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

5.16.1.4. In compliance with Section 1225 of the Disaster Recovery Reform Act of 2018, the City of Shawnee and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5.17. Termination

5.17.1. Termination for Cause. The City of Shawnee (Owner) shall submit a written notice to the contractor and surety which justifies placement of the contractor in default if:

5.17.1.1. The Work is not begun within the time specified in the Notice to Proceed.

5.17.1.2. The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion.

5.17.1.3. The contractor performs unsuitable, neglected, or rejected work, refuses to remove materials.

5.17.1.4. The Work is discontinued.

5.17.1.5. The Work is not completed within the Contract Time or time extension.

5.17.1.6. Work is not resumed within a reasonable time after receiving a notice to continue.

5.17.1.7. The contractor becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.

5.17.1.8. The contractor allows any final judgment to stand unsatisfied for a period of ten (10) days.

5.17.1.9. The contractor makes an assignment for the benefit of creditors.

5.17.1.10. The Work is not performed in an acceptable manner.

5.17.1.11. If the contractor or Surety does not remedy all conditions cited in the written notice within ten (10) days after receiving such a notice, the contractor is placed into default. In that event, the Owner may obtain the necessary labor, materials, and equipment, or enter into a new Contract in order to complete the Work. All costs incurred by the Owner for completing the Work under the new Contract will be deducted from the payment due the contractor. If the expense exceeds the sum payable under the Contract, the contractor and surety shall be liable to pay the Owner the difference.

5.17.2. Termination for Convenience. The City of Shawnee (Owner) may, at any time, terminate this Contract or any portion thereof, for Owner's convenience, upon providing written notice to the contractor. In such case, contractor shall be paid for all work completed through the date notice was provided (less payments already received) and reasonable demobilization and restocking charges incurred, and reasonable overhead and profit based upon industry standards on the work performed. In no event shall the contractor be entitled to payment of overhead and profit on work not performed. In the event it is determined that the contractor was wrongfully terminated for cause, such termination shall be automatically converted to a termination for convenience and payment be made as provided under this Section.

5.18. Breach: Any breach of the Contract by Contractor shall be governed by the Termination provision of the Contract. Additionally, in the event that that the City of Shawnee incurs damages as a result of Contractor's breach, the City of Shawnee may pursue recovery of such damages from Contractor. The City of Shawnee further retains the right to seek specific performance of the Contract at any time as authorized by law. The City of Shawnee further retains the right to otherwise pursue any remedies available to the City of Shawnee as a result of the Contractor's breach, including but not limited to administrative, contractual, or legal remedies. Termination for cause and convenience are governed by the Termination provision of the Contract

5.19. Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

5.20. DHS Seal, Logo, And Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

5.21. Compliance with Federal Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5.22. No Obligation by the Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

5.23. Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

5.24. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

5.24.1. Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

5.24.2. Affirmative steps must include:

5.24.2.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

5.24.2.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

5.24.2.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

5.24.2.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5.24.2.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

5.25. Copyright and Data Rights: License and Delivery of Works Subject to Copyright and Data Rights – The contractor grants to the City of Shawnee, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the contractor will identify such data and grant to the City of Shawnee or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the contractor will deliver to the City of Shawnee data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Shawnee.

Attachment A – Map

**Certification for Contracts, Grants, Loans, and Cooperative Agreements as required by the Byrd
Anti-Lobbying Amendment, 31 U.S.C. 1352**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$ 100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor's Authorized Official

Date

Name & title of Contractor's Authorized Official

No Proposal Notification

The City of Shawnee is interested in receiving competitive pricing on all products and services. The City of Shawnee places significant value on quality vendors and desires to keep interested companies as vendors and suppliers of materials, equipment, and services. It is important for the City of Shawnee to determine the reasons that vendors do not respond to this contract item. The City of Shawnee will evaluate responses and attempt to determine if future changes are necessary in our specification development or procedures.

WILL NOT SUBMIT A RESPONSE

Vendor Name

REASON FOR NO RESPONSE: *(Please place an **X** by one or more of the reasons listed below.)*

☐ Do not supply the requested product or service.

☐ Quantities offered or scope of project is TOO SMALL to be supplied by our company.

☐ Quantities offered or scope of project is TOO LARGE to be supplied by our company.

☐ Cannot bid against MANUFACTURER on this item.

☐ Cannot bid against RESELLER on this item.

☐ Specifications not clear enough to submit a response *(please explain)*.

☐ Time frame for bidding is too short *(please explain)*.

☐ Time frame to produce the product or service is too short.

☐ Other *(Please state the reasons.)* _____

FOR PURPOSES OF FUTURE SUBMITTALS, PLEASE INDICATE:

☐ My Company would like to remain on the vendor list.

☐ My Company **does not** want to remain on the vendor list.

Signature

Date

Address

CITY State Zip

Phone Number

Fax Number

Email Address

Addendum Acknowledgement Form

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

Acknowledgement: I certify that I have read and agree to the above terms and conditions and that I am authorized to sign for the Vendor/Contractor.

Company Name: FEIN:

Authorized Signature: Date:

Printed Name: Title:

References

Provide the names and phone numbers of three (3) references for which you have provided goods or services similar tot hose specified herein in the last five (5) years. Include all information available:

Company Name	Contact Name	Contact Number	Contact Email
--------------	--------------	----------------	---------------

Company Name	Contact Name	Contact Number	Contact Email
--------------	--------------	----------------	---------------

Company Name	Contact Name	Contact Number	Contact Email
--------------	--------------	----------------	---------------

Cost Sheet

Base Bid

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
1	1	LSUM	Building Demolition and Debris Removal

Unit Price: _____

Total Price: _____

_____ Dollars
(Dollars per unit written)

Alternate #1

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
2	1	LSUM	Slab and Footing Structural Removal

Unit Price: _____

Total Price: _____

_____ Dollars
(Dollars per unit written)

Alternate #2

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
3	1	LSUM	Refill slab and footing removal to grade and re-grade

Unit Price: _____

Total Price: _____

_____ Dollars
(Dollars per unit written)

City Of Shawnee Contractor's Performance Record

Submitted by _____, A Corporation / A
Co-partnership / An Individual (Circle One)

Principal Office _____
(Address & Phone)

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. What projects has your organization now under way?

Value of Work Completed	Value of Work to Be Completed	Class of Work	Being Performed for Whom

2. What equipment do you propose to use on this contract?

Qnty	Item	Description, Size, Capacity, Etc.	Year of Service	Present Location

The Contractor is aware that: "The City will not allow the Contractor to sublet, sell, assign, or otherwise dispose of the Contract, or any portion thereof, or any of the Contractor's rights, title, or interests therein without the written or electronic consent of the City Manager or their authorized representative. The Contractor shall perform at least 50 percent of the Contract amount, based on the Contract unit prices, using its own organization, unless the Contract allows a greater percentage."

Dated, this _____ day of _____, 20____ By (Print): _____

Signature: _____ Title of Person Signing _____

Name of Organization _____

Subscribed and sworn to before me this __ day of _____, 20____

Notary Public _____

My Commission Expires _____

Non-Collusion Affidavit of Vendor

The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF _____) SS. STATE
OF _____)

AFFIDAVIT

I, _____, declare under oath, under penalty of perjury, that I am lawfully qualified and acting officer and/or agent of _____ (Firm's Name) and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Shawnee, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Shawnee, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. _____ (Firm's Name) has not pled guilty to or been convicted of a felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
3. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to _____ (Firm's Name) has been convicted of a
 - a. felony charge for fraud, bribery, or corruption relating to the sale of real or personal property to any state or political subdivision of a state.

(Officer or Agent)

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

My Commission Expires

(Notary Public)

Conflict of Interest Certification

In accordance with 2 CFR 200.318(c)(1) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Shawnee in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 2 CFR 200.318(c)(1).

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder Name	
Signature	
Printed Name	
Position	
Date	

Affidavit Of Single Submittal

To: City of Shawnee
Shawnee, Oklahoma

At the time the proposal is submitted, the Respondent shall attach to their proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ CITY OF _____. before me, the undersigned authority, personally appeared _____ who. Being duly sworn, desposes and says they are _____ (Title) of _____ (firm) the respondent submitting the attached proposal for the services covered by the RFP documents.

The affiant further states that no more than one proposal for the above referenced project will be submitting from the individual, their firm, association nor corporation under the same of different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither they, their firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Proposer

Title

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn before me this ____ day of ____, 20____ by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public

My commission expires

Status Verification System Affidavit

STATE OF OKLAHOMA)
) SS:
COUNTY OF)

I, _____, of lawful age, and having been first duly sworn, on oath states:

1. That I am the agent authorized by the Contractor to submit the attached contract to the City of Shawnee. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of this contract.

2. That the Contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor.

FURTHER AFFIANT SAITH NOT.

AFFIANT

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

My Commission Number: _____

Bid Bond

We, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto City of Shawnee, as Owner, in the penal sum of _____ for the payment of which, well and truly to be made, hereby jointly and severally bind ourselves, our successors and our assigns.

Signed this _____ day of _____, _____

The condition of the above obligation is such that, whereas the Principal has submitted to City of Shawnee, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract, in writing, for B2024-4706OK-722772 Demolition Of Shawnee Regional Airport Terminal.

NOW, THEREFORE, if said bid shall be rejected or if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of the contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bonds shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the day and year first set forth above.

Principal

Surety

By:_____

ATTEST: (if by corporation)

Type Name & Title

Corporate Seal

Performance Bond (Page 1 of 2)

BOND NO.

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____ City, State, Zip Code
Telephone (____) _____ as Principal, and

_____ corporation organized in the State of _____,
and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is:

Street/P. O. Box _____, City, State, Zip Code

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____ (\$_____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20__.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20__, for the construction or performance of:

PROJECT: Demolition of Shawnee Regional Airport Terminal

COUNTY: Pottawatomie

(hereinafter the "Project") all in compliance with the Project plans, specifications and related documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, the Principal shall properly and promptly complete the construction Project according to all the contract documents, including all subsequent amendments, changes, addenda, time extensions, alterations and supplemental agreements thereto, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event the Principal is declared by the City of Shawnee to be in default and the Principal's right to proceed with the Project work is terminated by the City of Shawnee or by a court of competent jurisdiction, the Surety shall have the duty to assume and complete all the Contract work and material requirements, including all the amendments, changes, addenda,

Performance Bond (Page 2 of 2)

time extensions, alterations and supplemental agreements thereto. In the event the Surety fully performs its obligations hereunder the City of Shawnee acknowledges that by law the Surety is subrogated to all the Principal's rights arising out of the Contract, including all deferred payments, retained percentage and credits due and owing to the Principal at the time of default and termination or to thereafter become due and owing under the contract documents. The City of Shawnee may at its option offset against the contract earnings any indebtedness or liability which the Principal might have to the City of Shawnee arising out of the bonded Project including but not limited to liquidated damages, site rental, progressive estimate overpayments and the like. After the Surety has been made whole, the City of Shawnee may offset against any remaining contract earnings any indebtedness or liability of the Principal arising out of other contracts and dealings.

No quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____

ATTEST: (Corporation)

[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____
Individual Proprietor/ Partner/Authorized Officer

SURETY

By: _____
Authorized Attorney-in-Fact or an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this ____ of _____, 20__.

Notary Public in and for the State of _____

My Commission Expires:

_____ [SEAL]

Statutory Payment Bond (Page 1 of 2)

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____ City, State, Zip Code
Telephone (____) _____ as Principal, and

_____ corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is:

Street/P. O. Box _____, City, State, Zip Code

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____ (\$_____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20____, for the construction or performance of:

PROJECT: Demolition of Shawnee Regional Airport Terminal

COUNTY: Pottawatomie

(hereinafter the "Project") all in compliance with the Project plans, specifications and related contract documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall (1) pay all Project indebtednesses incurred by said Principal and his/her/its subcontractors and materialmen for all labor, material, rental of machinery or equipment and repair of and parts for equipment as are used and consumed in the performance of the contract; and (2) pay all (a) state and local taxes accruing as a result of the contract, (b) liquidated damages and site rental as may be provided for in the contract documents, and (c) any indebtedness of the Principal to the City of Shawnee arising out of overpayments of progressive estimates, then this obligation shall be null and void, otherwise to remain in full force and effect.

The intent of the Principal and Surety is that this Statutory Payment Bond, including the benefits or coverages provided herein, all notice requirements and all suit limitations, shall be construed, governed and controlled by Title 61, Oklahoma Statutes,

Statutory Payment Bond (Page 2 of 2)

Sections 1 and 2, as those statutes exist on the effective date of the Contract, even though the language of this bond may be more or less restrictive than required by statute.

For value received the Surety agrees that no quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____

ATTEST: (Corporation)

[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____ I
individual Proprietor/ Partner/Authorized Officer

SURETY

By: _____
Authorized Attorney-in-Fact or an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this ____ of _____, 20__.

Notary Public in and for the State of _____

My Commission Expires:

_____ [SEAL]

Contract Sample (Page 1 of 2)

(Do not complete)

THIS CONTRACT AND AGREEMENT made and entered into this____, day of _____, 20____, between the City of Shawnee, (hereinafter called the “City”), and _____ acting as an independent contractor (hereinafter called the “Contractor”).

WITNESSETH, That for and in consideration of the payment to be made as hereafter set forth, the Contractor hereby agrees to furnish all tools, equipment, materials, and labor to demolish and complete:

DEMOLITION OF SHAWNEE REGIONAL AIRPORT TERMINAL

as shown and described the bid, number B2024-4706OK-722772 Demolition of Shawnee Regional Airport Terminal, by said Contractor, for the respective estimated quantities (the “Proposal”); each of which is made a part hereof as though copied in full herein; and with the Special Provisions attached hereto; and to the entire satisfaction of the City of Shawnee.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the City agrees to pay for the work at the price stipulated in the Proposal, such payment to be in lawful money of the United States and the payment shall be made at the time and in the manner set forth in the Specifications.

The City’s cost of this project is estimated to be: _____

The Contractor agrees, for the consideration above expressed, to begin work on the date designated by the Engineer. Time is of the essence of this Contract. The Contract time and rates of liquidated damages applicable to this Contract are set forth in contract provisions which are part of this Contract.

It is further agreed that the Contractor shall execute and file good and sufficient performance, defect, and statutory bond with the City of Shawnee as required by law, and that said contractor shall comply with the Oklahoma Workmen’s Compensation Law and shall file a Certificate of Workman’s Compensation Insurance, then he shall file with the City of Shawnee a copy of the order authorizing him to carry his own insurance.

In Witness Whereof, the Mayor, City of Shawnee, or his authorized designee, pursuant to an award of contract made by or under the direction of the City of Shawnee and pursuant to City vested in him by the City of Shawnee, has hereunto subscribed his name, and the said Contractor has properly executed the same. Signed, sealed and delivered at Shawnee, Oklahoma, the day and year first set forth.

Contract (Page 2 of 2)

Approved as to form:

By: _____
Mayor – City of Shawnee Date

By: _____
Authorized Signing Member Date

Secretary of Corporation

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }

}SS.

COUNTY OF _____ }

This instrument was acknowledged before me on the ____ day of _____, 20____.

Notary Public

(SEAL)

My commission expires: _____

Contract Affidavit Sample

(Do not complete)

STATE OF OKLAHOMA }

}SS.

COUNTY OF _____}

_____, of lawful age, being first duly sworn, on oath says:

1. (S)He is the duly authorized agent of _____, the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (S)He is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
3. Neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

(Signature of Affiant)

(Name & Title)

This instrument was acknowledged before me on the ____ day of _____, 20____.

Notary Public

(SEAL)

My commission expires: _____

Authorization for Waiver and Disclosure of Tax Information Sample

(Do not complete)

Pursuant to Title 68 O.S. 1990 Supp., 205 (c)(17), the undersigned contractor hereby gives the Oklahoma Tax Commission expressed permission to provide the City of Shawnee information to determine that the undersigned is in compliance with all applicable tax laws. The Tax Commission is authorized to provide the City of Shawnee a statement reflecting the status of contractor's payment history and any delinquency as it relates to sales, use, franchise, withholding, income and motor fuel taxes.

It is understood that any information provided by the Tax Commission is subject to audit and does not include any reports not yet due or not received as of the date of the Oklahoma Tax Commission signature.

Answer the following questions:

1. Do you have employees subject to income tax withholding? Yes____No____
2. Did you bring material from out of state into Oklahoma? Yes____No__
3. Period of the contract: From_____To_____
4. Have you held previous contracts with the City of Shawnee? Yes____No__
5. FEI Number: _____

The FEI number shall be furnished when the contract documents are signed.

Name of Contractor

Authorized Signature

Street Address

SEAL

City, State, Zip Code

For Official Use Only

Contractor is in Compliance? Yes____No____

OTC Signature

Date

B2024-DR4706OK-722772 Demolition of Shawnee Regional Airport Terminal

<u>Firm</u>	<u>Email</u>
Sabre Demolition	tobrien@saberdemolition.com
Sagemill Construction	rance@sgaemill.net
Allied Solution Enterprise	contracts@alliedconstructionenterprise.com
SWCN Planroom	planroom@swcnews.com
ePlan	eplan@eplanbidding.com
Construct Connect	justine.cataylo@constructconnect.com
KT Demolition	kt.demolition@gmail.com
Downey Contracting	dzimbelman@downeycontracting.com
M&M Wrecking	kyle.mason@mmwrecking.com
Total Demolition Services	dylan@totaldemoservices.com
Midwest Wrecking Co.	bryan@midwestwreckingco.com
Wade's Services	jjwoak@icloud.com
K&M Wrecking	leonard@kmwrecking.org ; duane@kmwrecking.org
Stronghold Construction	sam@stronghold.construction
AO Inc	ao_inc@hotmail.com
John Longton	ryan@greenbeltservices.com
Pinney Dozer	jordoncooper@pinneycivil.com
Native Wrecking	casey@nativewrecking.com
Meier and Son Demolition	micameier@gmail.com
Arbor Transport	arbortransport@gmail.com
ICGM Group	heather@igcmgroup.com

ADDENDUM NO. 1 TO
NOTICE TO BIDDERS
B2024-4706OK-722772
DEMOLITION OF SHAWNEE REGIONAL AIRPORT TERMINAL
ISSUE DATE: FEBRUARY 23, 2024

CALENDAR OF EVENTS

Notice is hereby given that the City of Shawnee has rescheduled the **MANDATORY Pre-Bid Meeting**.

The new date and time for the meeting is **March 4, 2024, at 1:00 P.M.** in the Commission Chambers of the City of Shawnee City Hall at 16 West 9th Street, Shawnee, Oklahoma 74801.

All bidders must acknowledge receipt of Addendum No. 1 on the form provided in the Request for Sealed Bids. Failure to acknowledge receipt of an addendum may be cause for rejection of the bid.

All questions regarding this addendum or the sealed bid request must be submitted in writing or by email to the City of Shawnee, Attention: Asst. City Manager, Danny Vise, Jr. (danny.vise@shawneeok.org) no later than 5:00 p.m. (CST), on March 5, 2024. The City may issue an addendum to the Request for Bids for distribution to all known prospective bidders.

City of Shawnee, Oklahoma

By: Danny D. Vise, Jr
Assistant City Manager

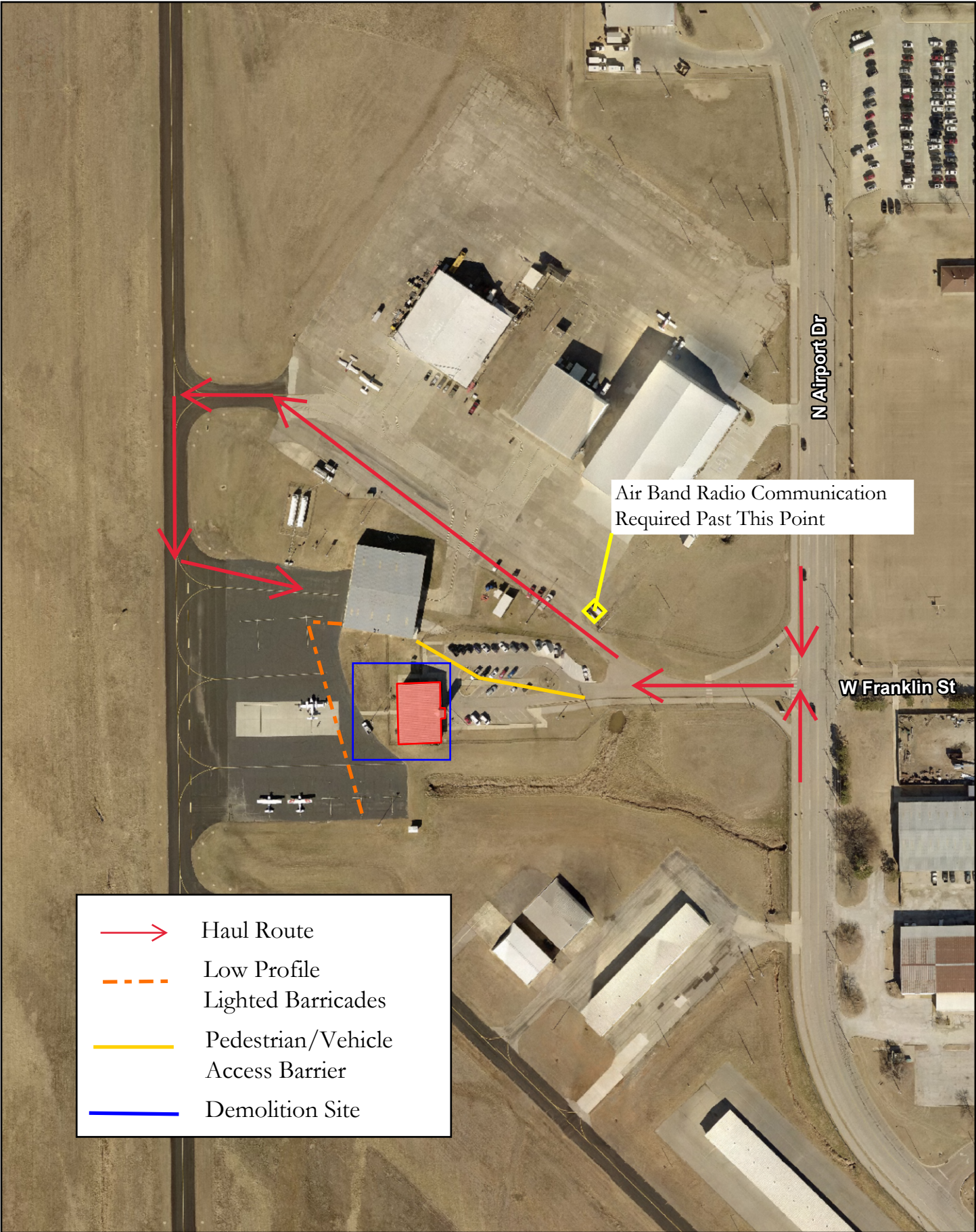


ADDEDNUM #2 TO
B2024-DR4706OK-722772
DEMOLITION OF SHAWNEE REGIONAL AIRPORT TERMINAL

This Addendum, where in conflict, shall supersede and take precedence over the original plans and specifications of this Request. This Addendum shall form a part of the Contract Documents. Proposers shall acknowledge receipt of this Addendum by notating the attached Addendum Acknowledgement Form and including a copy of said form in their proposal submission. This Addendum shall revise the Request for Qualifications as follows:

Page 24, otherwise known as Attachment A, is removed in its entirety and replaced with page 2 of this addendum.

Attachment A: Map
Shawnee Municipal Airport Terminal





ADDEDNUM #3 TO
B2024-DR4706OK-722772
DEMOLITION OF SHAWNEE REGIONAL AIRPORT TERMINAL

This Addendum, where in conflict, shall supersede and take precedence over the original plans and specifications of this Request. This Addendum shall form a part of the Contract Documents. Proposers shall acknowledge receipt of this Addendum by notating the attached Addendum Acknowledgement Form and including a copy of said form in their proposal submission. This Addendum shall revise the Request for Sealed Bids as follows:

Section 1. Page one (1) is amended to state that “Sealed Bids are Due March 13, 2024.”

Section 2. The Calendar of Events found on page 4 is amended as follows:

CALENDAR OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If the City of Shawnee determines, in its sole discretion, that it is necessary to change any of the dates and times, it will issue an Addendum to this Request. All listed times are applicable local times for Shawnee, Oklahoma.

<u>Date/Time</u>	<u>Action</u>
February 17, 2024	Advertising of Request for Sealed Bids
February 24, 2024	Advertising of Request for Sealed Bids
March 4, 2024 at 1 p.m.	MANDATORY Pre-Bid Meeting
March 8, 2024 at 5 p.m.	Last Day to Submit Questions
March 13, 2024 at 2 p.m.	Deadline for Submittals
March 13, 2024 at 2:15 p.m.	Bid Opening
March 18, 2024	Anticipated Award of Contract

Section 3. Section 2.1.1 on page seven (7) is amended as follows:

City of Shawnee
Attn: City Clerk
16 West 9th Street
Shawnee, Oklahoma 74801

Clearly Marked on Outside Envelope
B2024-4706OK-722772 DEMOLITION OF SHAWNEE REGIONAL AIRPORT TERMINAL
Due Date: March 13, 2024, at 2:00 p.m. Central



ADDEDNUM #4 TO
B2024-DR4706OK-722772
DEMOLITION OF SHAWNEE REGIONAL AIRPORT TERMINAL

This Addendum, where in conflict, shall supersede and take precedence over the original plans and specifications of this Request. This Addendum shall form a part of the Contract Documents. Proposers shall acknowledge receipt of this Addendum by notating the attached Addendum Acknowledgement Form and including a copy of said form in their proposal submission. This Addendum shall revise the Request for Sealed Bids as follows:

Section 1. Questions and Answers from the MANDATORY Pre-Bid Meeting, held Monday, March 4, 2024, at 1p.

Q1: Will the aircraft housed in the hangars be removed prior to demolition.

A1: Yes, all personal property will be removed prior to issuing a Notice to Proceed. Any property remaining in the facilities should be removed as part of the demolition and materials removal process.

Q2: Will the City of Shawnee require permits for the work?

A2: Yes, permits are required, though the City will waive permit fees. Applications for permits may be obtained from the City of Shawnee's Building Inspections Division at 222 North Broadway Ave, Shawnee, OK 74801 or online through the City of Shawnee's website at:

https://www.shawneeok.org/government/departments/engineering_streets/applications-permits-inspections.php

Q3: Are there any asbestos or other hazardous materials in the facilities slated for demolition?

A3: The City is conducting a survey of the facilities and will make the results known through an addendum. The only facility in question is Hangar 16.

Q4: Are there any rules or regulations from the FAA or other sources related to fencing or controls?

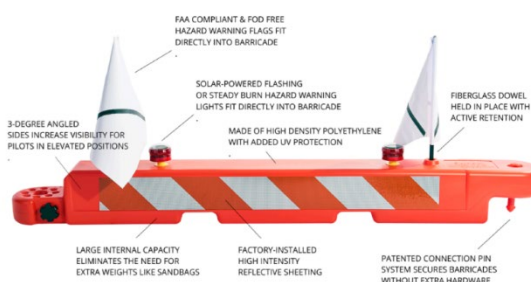
A4: There are no specific rules or regulations regarding the means and methods used to control debris. Per the bid documents, it is the contractor's responsibility to control debris to prevent a hazard to aircraft.

Q5: Will the City be adjusting the Bid Submission date?

A5: It is likely that the Bid Deadline will be amended based on the need to clarify certain items of work. Any adjustments to dates will be made through published Addenda.

Q6: Are there any specifications for "low profile" barricades?

A6: Please see sample image.



Q7: Will the deadline for questions be adjusted to allow more time?

A7: Yes. A new date will be provided through a published Addendum.

Q8: What are the square footage measurements of the facilities.

A8: Shawnee Regional Airport Terminal – 4,095 square feet; Hangar 16 – 14,178 square feet; 200 Series T-Hangars – 19,200 square feet; 702 West Independence Street – 7,200 square feet

Q9: Does the City have a public use location for concrete and other debris?

A9: No.

Q10: The Bid Alternates call for demolition and refill of foundations. Are there any measurements or specifications on the existing foundations to rely on when preparing a cost estimate?

A10: It has not yet been determined if the foundations will be removed, and what if any fill will be requested. A final answer will be provided via an Addendum.

Q11: Does the City have an anticipated start date for the work?

A11: No. If the dates for submission of bids is moved, the date of expected Notice to Proceed will adjust accordingly.

Q12: What is the allowable duration for the completion of work following Notice to Proceed?

A12: Each facility will be addressed under a separate contract with separate Notices to Proceed and allowable terms for completion. The specific allocation of time for each is as follows: Shawnee Regional Airport Terminal – 90 calendar days; Hangar 16 – 90 calendar days; 200 Series T-Hangars – 90 calendar days; 702 West Independence Street – 60 calendar days

Q13: Will there be any restrictions on equipment height (e.g. cranes for demolition)?

A13: Yes. The contractor will be required to file with the FAA for authorization to use a crane. Airport staff will assist with this requirement.

Q14: Does the City require a bond for demolition contractors?

A14: In addition to the bond requirements included in the information for bidders, there is a requirement for contractors to have a license and a bond for demolition services.

Q15: Are a license and bond from the City required to conduct the work?

A15: Yes, both are required to provide the services, but they are not required to submit a bid.

Q16: If it is determined that that the foundations will be demolished will the demolition be limited to the existing building footprints?

A16: When a final plan for removal of foundations is determined, details regarding the total square footage will be provided.

Q17: Will the use of track equipment be authorized and will rubber tires or tracks be required?

A17: Contractors are responsible for any damage to haul routes and work areas. Track equipment may be used if these areas are protected.

Section2. Questions and Answers that were submitted to the City as described in the Request for Sealed Bid Documents.

Q1: Page 5 Section 1, 1.10. Bid documents state suitable fence for 702 West Independence Street. Question is will the Orange 5 ft Safety fence work?

A1: Yes.

Q2: Page 5 Section 1, 1.11 Bid documents state all debris shall be taken to a certified landfill. Question can we recycle the building for future use?

A2: Yes, materials can be recycled, however, the material will be treated the same as debris, we must see the material move from cradle to grave, so it must go to a certified recycling center and the quantities must be documented.

Q3: Page 28 Cost Sheet, Alternate 1 Slab and Footing structural removal. Question can we recycle the slab and footing material removed?

A3: Yes, materials can be recycled, however, the material will be treated the same as debris, we must see the material move from cradle to grave, so it must go to a certified recycling center and the quantities must be documented.

Q4: Page 28 Cost Sheet. Alternate 2 Refill slab and footing material to grade and re-grade. Question is what type of fill material is required? (such as), limestone rock, compacted select material, or fill material without a density test?

A4: Select borrow, Section 705 of ODOT 2019 Standard Specifications for Highway Construction

Q5: To work in the City of Shawnee, you must have a Contractor's license, per Contractor Registration form I found online. License fees are no problem, but it says \$2,000.00 Surety Bond if applicable. How do I know if it is applicable to us or not?

A5: In Article XIII, Section 7-615 of the Shawnee Code of Ordinances it outlines the surety bond requirements as follows:

Sec. 7-615. Surety bond.

Every person licensed under this article shall file with the city manager or designee a bond in an amount as described in the city fee schedule, with sureties to be approved by the city manager or designee. Such bond shall be payable to the city and shall be conditioned that:

- (1) The principal will at all times do all demolition work and associated work, including, but not limited to, the removal of all debris and the transportation and deposit thereof, strictly in accordance with this article;
- (2) All work will be done in a good and workmanlike manner;
- (3) The city shall be fully indemnified and held harmless from any cost, expense, damages to real or personal property or personal injury done to any person or property in the conduct of such work; and
- (4) The licensee shall cause all streets, alleys and sidewalks that have been damaged in any manner to be repaired and put in the same condition as they were before the work was done.

Q6: Also can this Contractor's license be purchased after our bid for a project is accepted?

A6: The license can be purchased after award.

Q7: Same with Demolition Permit, do I apply for that after our bid is accepted?

A7: The permit would be applied for after award.

Q8: Willard mentioned a \$10,000 dollar demo Bond. Is this bond amount in addition to the bonds required for the projects that we are bidding?

A8: The bond discussed during the meeting was the Surety bond mentioned above in Question 5.

Section 3. The Cost Sheet is deleted in its entirety and replaced with the following page (4) of this Addendum:

Cost Sheet

Base Bid

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
1	1	LSUM	Building Demolition and Debris Removal

Unit Price: _____

Total Price: _____

(Dollars per unit written) _____ Dollars

Alternate #1

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
2	115	Cubic Yard	Slab and Footing Structural Removal

Unit Price: _____

Total Price: _____

(Dollars per unit written) _____ Dollars

Alternate #2

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
3	115	Cubic Yard	Refill slab and footing removal to grade and re-grade

Unit Price: _____

Total Price: _____

(Dollars per unit written) _____ Dollars

Estimate quantities are provided for reference and are not guaranteed. Unit price shall include all fees and costs associated with pay item. Given the nature of the facilities it is impossible to know the exact quantities.

Bid Tabulation for B2024-DR4706OK-772722
Shawnee Regional Airport Terminal

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate #1</u>	<u>Alternate #2</u>	<u>Combined Total</u>
Native Wrecking	\$ 34,620.00	\$ 6,400.00	\$ 4,800.00	\$ 45,820.00
K&M Wrecking	\$ 64,050.00	\$ 4,140.00	\$ 5,060.00	\$ 73,250.00
M&M Wrecking	\$ 20,465.00	\$ 9,466.00	\$ 7,270.00	\$ 37,201.00
ICGM OKC	\$ 576,850.00	\$ 266,508.00	\$ 186,415.00	\$ 1,029,773.00



City Manager Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 18, 2024
To: Board of City Commissioners
From: Danny Vise, Assistant City Manager
Subject: Demolition of Shawnee Regional Airport 200 Series T-Hangars (Award)

Background: City staff have been working diligently with the City's insurance and the Federal Emergency Management Agency (FEMA) for the last several months to determine whether the 200 Series T-Hangars at the Shawnee Regional Airport facility could be repaired or should be rebuilt. In working through this process, it has been determined that the best course of action is to demolish the existing structure.

In February 2024, staff advertised and solicited sealed bids for the demolition of the Shawnee Regional Airport 200 Series T-Hangars that were destroyed by the April 19, 2023, tornado. A mandatory pre-bid conference was held on March 4, 2024, and the bids were due and opened on March 13, 2024.

Staff and Del Sol have reviewed the four (4) bids received. The base bids ranged from \$16,614.00 (low) to \$91,975.00 (high). Staff recommends awarding the contract to M&M Wrecking, who submitted the lowest base bid, for the base bid only for a total of \$16,614.00.

Financial Impact: \$16,614.00; funded from Insurance Recovery Fund, Airport, Capital Outlay-Buildings and Improvements; 603-5-0120-54200

Attachments: Demolition of Shawnee Regional Airport 200 Series T-Hangars, Plan Holders List, Addendum 1, Addendum 2, Addendum 3, Addendum 4, Bid Tabulation

Staff Recommendation: Award of the contract



**Request for Sealed Bids for:
Demolition of Shawnee Regional Airport 200 Series T-Hangars
B2024-DR4706OK-725619**

Sealed Bids Due March 11, 2024, at 2:00 p.m. Central

Issued By:
City of Shawnee, Oklahoma

Authorized Representative
Del Sol Consulting, Inc.

City of Shawnee, Oklahoma
Request for Sealed Bids

Demolition of Shawnee Regional Airport 200 Series T-Hangars

Submittal shall be sent to:

**City of Shawnee
Attn: City Clerk
16 W 9th Street
Shawnee, OK 74801**

**Sealed Bid should be clearly marked:
B2024-DR4706OK-725619 Demolition of Shawnee
Regional Airport 200 Series T-Hangars**

SUBMITTAL COVER SHEET

The Entity and the Officer with authority to commit for the Entity are:

RESPONDENT:	FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NO.	TOLL FREE TEL. NO (800)
NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	E-MAIL:
PROPOSAL IS FROM A/AN: () Corporation organized and existing under the laws of the STATE OF _____ () Partnership () Individual		

NON-COLLUSION

The undersigned certifies that the Entity has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this bid invitation.

BID CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

() There is no officer or employee of the City of Shawnee who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.

() The names of any and all public officers or employees of the City of Shawnee have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

() The undersigned further certifies that the Entity IS NOT currently debarred, suspended, or proposed for debarment by any federal or State agency. The undersigned agrees to notify the City of Shawnee of any change in this status, should one occur, until such time as an award has been made under this action.

Date: _____

Entity Name: _____

By: _____

Print Name: _____

City of Shawnee, Oklahoma

B2024-DR4706OK-725619 Demolition of Shawnee Regional Airport 200 Series T-Hangars

SIGNATURE PAGE

THE UNDERSIGNED BIDDER, having examined the plans, specifications, the locations, arrangements, and conditions of the facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements and being acquainted with and fully understanding: (1) the extent and character of the work covered by this proposal; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; and (3) the normal existing and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor; and to construct, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached and the specifications referred to therein (as altered, changed, or modified by any and all addenda thereto), for and in connection with the Contract for which this proposal is herein submitted for and in consideration of the prices set out herein.

The undersigned bidder hereby agrees to furnish the required Performance Bond, Statutory Bond, Maintenance Bond, and evidence of insurance and to enter into a contract within fifteen (15) days after the acceptance of this proposal.

Attached hereto is a Certified Check, Cashier's Check or Bidder's Surety Bond in the amount of: _____ DOLLARS \$ _____ which the undersigned agrees is to be forfeited to and become the property of the City of Shawnee, as liquidated damages, should this proposal be accepted and the Contract be awarded to him, he fails to enter into a Contract in the form prescribed and to furnish the required bonds and evidence of insurance within fifteen (15) days as above stipulated, but otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the Contract and delivery of the approved bonds and evidence of insurance to the City of Shawnee.

Company Submitting Bid

Address

City

State

Zip

Phone Number

Fax Number

Email

Web Address

Authorized Person Submitting Sealed Bid (Print)

Title

Signature

Date

Attest

Corporate Seal (If Applicable)

STATEMENT OF NEED

The intent of this Request for Sealed Bids is to solicit bids for demolition and clearing of the 200 Series T-Hangars at the Shawnee Regional Airport. The City of Shawnee encourages minority, woman, veteran owned and small businesses to submit for this bid.

CALENDAR OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If the City of Shawnee determines, in its sole discretion, that it is necessary to change any of the dates and times, it will issue an Addendum to this Request. All listed times are applicable local times for Shawnee, Oklahoma.

<u>Date/Time</u>	<u>Action</u>
February 17, 2024	Advertising of Request for Sealed Bids
February 24, 2024	Advertising of Request for Sealed Bids
March 4, 2024 at 1 p.m.	<u>MANDATORY</u> Pre-Bid Meeting
March 5, 2024 at 5 p.m.	Last Day to Submit Questions
March 11, 2024 at 2 p.m.	Deadline for Submittals
March 11, 2024 at 2:15 p.m.	Bid Opening
March 18, 2024	Anticipated Award of Contract

1. SCOPE OF SERVICES: The scope of the work is for the demolition of Airport Terminal at the Shawnee Regional Airport, as specified in Attachment A.
 - 1.1. All costs in connection with the work, including the furnishing of material, supplies, and appurtenances, providing all demolition equipment and tools, and performing all necessary labor to fully complete the work shall be included in the bid proposal.
 - 1.2. Payment will be made when all demolition, site clearance, debris removal, utility capping, final grading, and clean up of entire site is completed, inspected, and approved.
 - 1.3. The contractor shall comply with the codes and ordinances of the City of Shawnee and all applicable laws of the State of Oklahoma. Demolition permits are required, but no fees from the City of Shawnee will be assessed.
 - 1.4. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.
 - 1.4.1. The Contractor shall maintain traffic in the manner detailed in Attachment A using designated routes.
 - 1.4.2. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors.
 - 1.4.3. Contractor is required to document the condition of the haul route, public and airport pavements in the vicinity of the demolition limits prior to mobilizing to the jobsite.
 - 1.4.3.1. Video and photo documentation shall be provided to the Project Manager prior to beginning work. Any damage incurred to pavements due to the Contractor's equipment or operations shall be repaired to a condition equal to or better than the condition prior to the beginning of work. All repairs shall be completed to the satisfaction of the Project Manager at the Contractor's expense.
 - 1.4.4. Contractor will be responsible for providing their own communications that do not interfere with air traffic or equipment. Contractor is responsible for providing their own air band radios to monitor air traffic while operating on the AOA and in any areas so depicted on Attachment A
 - 1.4.5. Vehicle beacons must be amber in color and top-mounted on vehicles. Orange and White checked flags mounted to be fully visible above the highest point of the vehicle or equipment may be used in lieu of lighted beacons.
 - 1.5. Rates for liquidated damages for this project will be \$500.00 per calendar day.
 - 1.6. Contract time allotted for this project is 90 calendar days.
 - 1.7. Any items that are not listed in the summary of quantities shall be considered incidental items. The cost of incidental items shall be included in the cost of other bid items.
 - 1.8. Use of Utilities
 - 1.8.1. Upon request and approval, the contractor may obtain water supply from the City at no cost. Contractor shall coordinate with the Shawnee Municipal Authority and Shawnee Airport Authority regarding connection and water usage.
 - 1.8.2. Power may be provided but is not guaranteed. Contractor should anticipate providing any power

needs.

1.9. Capping of utilities. Prior to demolition, the contractor shall verify all utility releases have been granted and shall permanently cap water, sewer, and natural gas/propane facilities and upon inspection and approval, mark for future use.

1.9.1. The location of capped utilities shall be determined and approved prior to the Notice to Proceed.

1.10. Structures shall be demolished in such a manner as to avoid hazards to persons and adjoining properties, interference with the use of adjacent properties and structures, and free passage to such structures.

1.11. Lighted low-profile barricades shall be placed as depicted in Attachment A. This item shall include all materials, labor, installation, maintenance and removal to provide closed pavement areas.

1.11.1. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. If barricades are intended to exclude pedestrians, they must be continuously linked.

1.11.2. The contractor will be responsible for maintaining and checking the operation of the low-profile barricades throughout the duration of the project.

1.12. During demolition or clearance, streets and alleys open to traffic will be kept clear of debris, dirt, trash, etc. This shall include airport runways, taxiways, and other areas of the Airport open to vehicular and aeronautical traffic.

1.12.1. Fencing or other suitable materials must be installed to prevent wind-blown debris from impacting any aircraft operating areas.

1.12.2. Vehicles hauling debris must be inspected, covered or otherwise controlled to prevent loose debris from being deposited on streets and alleys, runways, taxiways, and other areas of the Airport open to vehicular and aeronautical traffic during transit.

1.13. Debris Disposal.

1.13.1. All debris must be disposed of in accordance with all applicable laws and regulations for the City of Shawnee, the State of Oklahoma, and the United States.

1.13.2. All debris must be taken to a certified or recognized landfill, the location of which must be approved by the City prior to the Notice to Proceed.

1.13.3. Contractor shall record and forward to the City on a form to be provided, the amount of debris, type of debris, and tipping fees for all debris removed and disposed of.

1.14. The demolition work to be completed is located on an active airport. All precaution must be made to ensure debris stays free and clear of all aeronautical traffic.

1.15. All work shall be coordinated with the City of Shawnee's project manager as well as the Airport Manager to ensure the minimization of impact to the use of the Shawnee Regional Airport.

1.15.1. Contractor shall be responsible for compliance with Federal Aviation Administration Advisory Circular 70/7460-1M - Obstruction Marking and Lighting prior to erecting any equipment in excess of existing roof lines.

2. SUBMITTAL REQUIREMENTS, FORMAT, AND PREPARATION GUIDELINES

2.1. Format and Preparation Guidelines

2.1.1. Submittal Remittance

Send Sealed Submittal To

City of Shawnee
Attn: City Clerk
16 West 9th Street
Shawnee, Oklahoma 74801

Clearly Marked on Outside Envelope

B2024-DR4706OK-725619 DEMOLITION OF SHAWNEE REGIONAL AIRPORT 200 SERIES T-HANGARS

Due Date: March 11, 2024, at 2:00 p.m. Central

2.2. Instructions to Respondents

2.2.1. Respondents are to submit one (1) original complete submittal with signatures in blue ink.

2.2.2. At due date and time, all submittals received by the due date will be opened for the sole purpose of recording the names of the individuals or firms submitting written responses.

2.2.3. If the submittal is mailed, sufficient time must be allowed to ensure the City of Shawnee's proper receipt of the package by the time specified above. Allow an additional 24 hours for the City of Shawnee's internal mail process. It is the responsibility of the firms to ensure that the properly marked and sealed submittal arrives at the City of Shawnee. Submittals received after the due date and time will be returned to Respondent unopened.

2.2.4. Any submittal not prepared and received in accordance with provisions stated herein will be considered an informal response and any/or all of the submittal may be rejected.

2.2.5. Withdrawal of submittal will be accepted until the submission due date and time above. No submittal may be withdrawn after the deadline.

2.2.6. Each firm will pay all costs associated with the preparation of the submittal, and, if applicable, subsequent oral presentations if requested by the City of Shawnee.

2.2.7. This file becomes a matter of public record and is open for review by the public upon the full execution of the agreement.

2.2.8. Bids will be considered non-responsive and may not be read if any of the following items are done:

2.2.8.1. Any unit price is left blank.

2.2.8.2. Any change in the unit price or the total amount that is not acknowledged by initials of the person signing the bid adjacent to each such change or alteration.

2.2.8.3. Proposal is not signed in blue ink by the individual in a sole proprietorship, one or more members of a partnership, or a duly authorized officer of a corporation.

2.2.8.4. Proposals containing any omissions.

2.2.8.5. Alterations or additions of the proposal.

2.2.8.6. Conditions not called for.

2.2.8.7. Conditional or alternate bids not called for.

2.2.8.8. A clause in which the bidder reserves the right to accept or reject a Contract awarded.

2.2.8.9. Incomplete bids.

2.2.8.10. More than one bid from any individual, firm, partnership, joint venture, or corporation whether under the same or different name.

2.3. Submittal Content: The following information must, but not limited to, be included in the submittal packet:

2.3.1. Signed Cover Sheet (Page 2)

2.3.2. Sealed Bid Signature Page (Page 3)

2.3.3. Certification for Contracts, Grants, Loans, and Cooperative Agreements as required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (Page 25)

2.3.4. No Proposal Notification, if necessary (Page 26)

2.3.5. Acknowledgement of number and date of addenda received (Page 27)

2.3.6. References Sheet (Page 28)

2.3.7. Cost Sheet (Page 29)

2.3.8. Contractor's Performance Record (Page 30)

2.3.9. Non-Collusion Affidavit (Page 31)

2.3.10. Conflict of Interest Certification (Page 32)

2.3.11. Affidavit of Single Submittal (Page 33)

2.3.12. Status Verification System Affidavit (Page 34)

2.3.13. Bid Bond (Page 35)

2.3.14. If the Respondent fails to supply all required information, the submission may be deemed non-responsive at the discretion of the City of Shawnee.

2.4. Submittal Format

2.4.1. Submittals should be printed on letter size paper (8 ½" x 11") and either bound with a spiral type binding that will allow the submittal to lie flat when open, stapled, or bound in a folder. Do not use metal-ring hard cover binders.

2.4.2. A Table of Contents page may be included but is not required. ***ARRANGE THE SUBMITTAL IN THE ORDER LISTED IN THE SUBMITTAL CONTENT SECTION OF THIS REQUEST FOR BID IN SECTION 2.3.*** Additional optional attachments that are listed in the SUBMITTAL CONTENT section may be included at the end of the submittal packet.

2.4.3. Detailed equipment lists and staff resumes, including list of industry certifications, may be included as a second attachment to the submittal packet.

2.5. Interpretation or Correction

2.5.1. The City of Shawnee is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this Request. Any required addendum to the Request and all clarifications, answers to questions, or changes to this Request shall be provided through a City of Shawnee-issued Addendum, which shall be distributed to vendors by email and posted on the City website found at:

www.shawneeok.org/services/current_bids_proposals/index.php

Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the City to any requirements, terms or conditions not stated herein.

2.5.2. The City shall make every possible, good faith effort to issue any and all addenda(s) no later than five (5) days prior to the due date for bids. Any addendum issued after this date, shall be for material, necessary clarifications to the Request for Sealed Bids.

2.5.3. Any person, firm or corporation submitting a response is deemed to have read, understood and agreed to all terms, conditions and requirements set forth in the specifications. Respondent agrees to conform in general to the terms of these specifications, details of which will be set forth in a signed agreement mutually acceptable to and executed by the City of Shawnee and the Respondent.

2.5.4. From the date of issuance until the City of Shawnee takes final agency action, the Respondent must not discuss their submittal or any part thereof with any employee, agent, or representative of the City of Shawnee except as expressly requested by the City of Shawnee in writing. Violation of this restriction will result in rejection of the Respondent’s response.

2.5.5. No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any the City of Shawnee employee. All inquiries, requests for clarification, change of condition or requirement, specification omissions, doubt as to meaning, or requests for additional information must be submitted, in writing, or via email to Danny Vise, Jr. email address: danny.vise@shawneeok.org. In the written request, the Respondent must identify him/herself and provide the page number, section, and paragraph of the conditions or requirements in question. The Respondent should also recommend specific written changes to the specified condition(s) or requirement(s).

2.5.6. All written inquiries or requests for changes or information must be received by Danny Vise, Jr: danny.vise@shawneeok.org, no later than the scheduled date shown in the Calendar of Events outlined in this document. All Respondent inquiries or requests, the City of Shawnee responses to these inquiries or requests, and other needs as may apply will be provided to all prospective Respondents by addendum. All addenda issued by the City of Shawnee shall become a part of the Request for Sealed Bid, and Respondents shall acknowledge receipt of each addendum by number and date in its response.

2.5.7. Inquiries concerning Request should be addressed as follows:

City of Shawnee
Attn: Danny Vise, Jr
16 W. 9th Street
Shawnee, OK 74801

Or via email to: danny.vise@shawneeok.org

2.6. Provisions for Recommendation: It is understood that the City of Shawnee reserves the right to the following:

2.6.1. Reject any and/or all Bid submittals.

2.6.2. Accept any submittal or portion thereof most advantageous to the City of Shawnee.

2.6.3. Revise the Request and/or issue addenda to the Request, in the event it becomes necessary to revise any or part of the Request. Addenda will be provided to all those who received the Request.

2.6.4. Cancel or re-issue the Request for Sealed Bids, in whole or in part, prior to execution of a contract.

2.6.5. Negotiate with the Respondent.

2.6.6. Award contract based on the overall best business decision for the City of Shawnee including firm location or services offered.

2.6.7. Waive any informalities or regularities.

2.6.8. Award to single or multiple firms.

2.6.9. Request additional information or require a meeting with the Respondent for clarification.

2.6.10. Request presentations from Respondents following submission of the bid submittal.

2.6.11. Modify timelines, as issued in the form of an addendum.

3. EVALUATION CRITERIA AND SELECTION PROCESS

3.1. Contract will be awarded to one or more vendors by item or groups of items whose bid(s) is(are) considered to be the lowest and best acceptable responsive bid, as determined by City staff.

3.1.1. In addition to pricing, determination of best acceptable responsive bid may include the following elements: Whether the firm/respondent involved:

3.1.1.1. Maintains a permanent place of business.

3.1.1.2. Has adequate equipment to do the work properly and expeditiously.

3.1.1.3. Has suitable financial status to meet obligations incident to the work.

3.1.1.4. Has appropriate technical experience.

3.1.2. Respondents should include any information pertinent to this determination by the City of Shawnee

with their response.

- 3.2. Firms may submit bids for individual packages or all packages, however, partial packages will not be considered.

4. GENERAL TERMS AND CONDITIONS

- 4.1. Firms are cautioned to read the information contained in this Request carefully and to submit a complete response to all requirements and questions as directed.
- 4.2. Rates for liquidated damages for this project will be \$500.00 per calendar day.
- 4.3. Contract time allotted for this project is 90 calendar days.
- 4.4. The City of Shawnee reserves the right to reject any and all submittals and to waive any irregularities or technical defects in the response and reserves the right to select the best total program. the City of Shawnee is not liable for any expense incurred by the professional services firm in the preparation and presentation of proposals.
- 4.5. Acceptable Sealed Submittals: Any submittal not prepared and received in accordance with provisions stated herein, can be considered an informal response and any/or all of the submittal may be rejected. The City of Shawnee reserves the right to accept submittals or amendments to submittals that arrive after due date as deemed appropriate.
- 4.6. It is the responsibility of the firm to ensure that the properly marked and sealed submittal package arrives at the City of Shawnee by the due date and time.
- 4.7. Governing Law and Venue: This Request and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Oklahoma, the City of Shawnee, Oklahoma, and the United States.
- 4.8. Appropriated Funds: The purchase of any service which arises from this solicitation, is contingent upon the availability of appropriated funds. If funds are withdrawn or do not become available, the City of Shawnee can cancel the service contract by giving the firm written notice of its intention to cancel not less than ninety (90) days prior to the end of the term without penalty. Upon cancellation of the contract, the City of Shawnee shall not be responsible for any payment of any services received that occur after the end of the current contract period.
- 4.9. Sales and Use Tax: The City of Shawnee as a public entity and some cases exempt from state and local sales taxes.
- 4.10. Invoices: Payment terms on services that have been received and accepted by the City of Shawnee will be net forty-five (45) days.
- 4.11. Observance of the City of Shawnee Rules and Regulations: Firm agrees that at all times its employees will observe and comply with all policies and procedures of the City of Shawnee, including but not limited to smoking, parking and security directives. The firm will be required to follow the City of Shawnee policies in dealing with improper conduct and discrimination and shall report all incidents or injuries to the City of Shawnee.
- 4.12. Non-Exclusive Contract: This is not an exclusive contract and will not restrict in any way the City of Shawnee's rights to contract with other firms for services and/or commodities similar to those specified within this Request.

- 4.13. Limitations of Remedies and Indemnification: Any firm awarded a contract accepts full responsibility for acts or conduct of its employees or agents, or services rendered, and agrees to indemnify, defend and hold harmless the City of Shawnee and its officers, agents and employees from any and all claims, demands, damages, actions and costs or expenses in connection therewith that may relate to any subsequent agreement, or acts of the firm's employees or agents. The City of Shawnee will not be liable for any damage or injury to the firm's employees or its properties. The City of Shawnee does not agree to indemnify the vendor.
- 4.14. The firm may not assign, transfer, convey or otherwise dispose of this agreement or any right, title or interest herein without the prior written consent of the City of Shawnee. Any contract resulting from this Request may only be amended in writing and signed by the firm and the City of Shawnee using the same degree of formality evidenced in the contract resulting from this Request.
- 4.15. The firm shall not name the City of Shawnee in its external advertising, marketing programs or other promotional efforts, any data, pictures or other representation of the City of Shawnee except on the specific, written authorization in advance by the City of Shawnee's Mayor/City Commission and/or the City Manager.
- 4.16. Termination. The agreement between the firm and the City of Shawnee may be cancelled or terminated pursuant to Section 5.17 of this Request.
- 4.17. The firm is subject to and must comply with provisions of the City of Shawnee's policies and applicable state and federal anti-discrimination laws.
- 4.18. Insurance: Prior to beginning work, successful bidder shall deliver certificates of insurance as evidence of the coverage indicated below; such evidence shall include documentation of thirty (30) day prior written notice to the City of Shawnee of cancellation, non-renewal or material change in coverage.

4.18.1. The insurance certificates should be delivered to:

City of Shawnee
Attn: City Manager's Office
16 West 9th Street
Shawnee, OK 74801

4.18.2. Each insurance policy maintained by Contractor must be endorsed as follows:

- 4.18.2.1. "The City of Shawnee is Named an Additional Insured." (Except the Workers' Compensation)
- 4.18.2.2. "Underwriters waive all rights of subrogation against the City of Shawnee."
- 4.18.2.3. "The coverage afforded herein shall be primary in relation to any policies carried by the City of Shawnee." Provide thirty (30) days written notice of cancellation or reduction of any coverage to the City of Shawnee.

4.18.3. Insurance provider shall provide thirty (30) days written notice of cancellation, non-renewal, or reduction of any coverage to the City of Shawnee.

4.18.4. Contractor shall maintain the following:

- 4.18.4.1. Workers' Compensation and Employers' Liability Insurance in accordance with all applicable State laws. Employers' Liability Insurance, including Occupational Disease, with limits of liability

of not less than \$1,000,000 each accident and \$1,000,000 each employee.

4.18.4.2. Commercial General Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit per occurrence for bodily injury (including death), property damage and fire damage. Such insurance shall include, but not be limited to personal injury (libel, slander and false arrest), broad form property damage, blanket contractual liability and products/completed operations insurance.

4.18.4.3. Comprehensive Automobile Liability Insurance including owned, hired and non-owned vehicles with limits of liability of not less than \$500,000 combined single limit per occurrence for bodily injury (including death) and property damage.

4.19. Bid Bond. Firm shall accompany their original bid, filed with the City Clerk's Office with a certified or Cashier's Check on a solvent bank located in Oklahoma or a Bidder's Bond, in the amount of five (5) percent of the amount bid, as a guarantee of their ability to perform the contract bid upon, and that they will enter into a written contract with the City of Shawnee to perform said work and/or furnish said materials in accordance with the specifications of this request, and any and all plans and specification and furnish the required bonds according to the Public Competitive Biddings Act of 1974.

4.19.1. The City of Shawnee will retain the deposit for liquidated damages in case the successful bidder fails to enter in said contract and furnish the required bonds provided for herein within the time required. Deposit of the unsuccessful bidders will be returned upon the execution of a contract and required bonds.

4.20. Construction, Performance, and Statutory Bonds. Firms are required to post these bonds in the amount of up to or equal to one hundred percent (100%) of the total amount of the work awarded upon contract award. These bonds must be obtained from a Corporate Surety licensed in Oklahoma. The firm shall state in the proposal the name and address of the Surety or Sureties who will sign the bond in the event the contract is awarded.

4.21. Change Orders or Addenda. If the resulting contract is governed by the Oklahoma Competitive Bidding Act of 1974, then section 121 of that Act addresses statutory limitations on change orders and addenda. Specifically, 61 OS § 121 states as follows:

4.21.1. Change orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

4.21.2. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

4.21.3. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.

4.21.4. All change orders shall be formally approved by the governing body of the awarding public agency and the reasons for approval recorded in the permanent records of the governing body. The governing body of a municipality may delegate approval of change orders up to Forty Thousand Dollars (\$40,000.00) or ten percent (10%) of any contract, whichever is less, to the chief administrative officer of the municipality or technology center or their designee, with any approved change orders reported to the governing body at the next regularly scheduled meeting.

4.21.5. All change orders for shall contain a unit price and total for each of the following items:

- 4.21.5.1. All materials with cost per item;
- 4.21.5.2. Itemization of all labor with number of hours per operation and cost per hour;
- 4.21.5.3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
- 4.21.5.4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
- 4.21.5.5. Profit for the contractor.
- 4.21.5.6. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.
- 4.21.5.7. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1, 2, 3, 4 and 5 of subsection H of this section.
- 4.21.5.8. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

5. COMPLIANCE WITH FEDERAL REQUIREMENTS. Since the parties anticipate that federal funding will be applied to this Request for Proposal/Agreement/Contract, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned. Where any clauses conflict, the more stringent shall be the used.

5.1. Equal Employment Opportunity: The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

5.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

5.1.1.1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.1.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

5.1.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation

information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

5.1.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.1.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5.1.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5.1.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5.1.8. The contractor will include the portion of the sentence in Section 5.1 that immediately precedes Section 5.1.1 and the provisions of Sections 5.1.1 through 5.1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

5.1.8.1. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5.1.9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will

otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5.1.10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5.2. Compliance with the Contract Work Hours and Safety Standards Act (2 CFR 200 Appendix II).

5.2.1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

5.2.2. Violation, liability for unpaid wages, liquidated damages: In the event of any violation of the clause set forth in Section 5.2.1 of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 5.2.1 of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 5.2.1 of this section.

5.2.3. Withholding for unpaid wages and liquidated damages: The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 5.2.2 of this section.

5.2.4. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Section 5.2.1 through 5.2.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 5.2.1 through 5.2.4 of this section.

5.2.5. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

5.2.6. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5.3. Extension to Successors and Assigns: Each and all of the covenants and agreements contained in the Agreement affected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto. Rights under this Agreement may not be assigned without mutual written consent of the parties.

5.4. Binding Agreement: This Agreement shall be construed in a neutral manner. This Agreement reflects the complete and full terms of agreement that is binding between the parties. The pages may be signed on separate pages, in counterparts and together are deemed to be one document. A true electronic copy is deemed an original.

5.5. Governing Law: All disputes relating to the execution, interpretation, construction, performance, or enforcement of the Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Oklahoma and resolved in a District Court of Oklahoma or applicable Federal Court of Oklahoma. Contractor hereby consents to and waives any objection to venue and jurisdiction in such courts.

5.6. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

5.7. Clean Air Act

5.7.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

5.7.2. The Contractor agrees to report each violation to the City of Shawnee and understands and agrees that the City of Shawnee will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

5.7.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.8. Federal Water Pollution Control Act

5.8.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.

5.8.2. The Contractor agrees to report each violation to the City of Shawnee and understands and agrees that the City of Shawnee will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

5.8.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.9. Suspension And Debarment

5.9.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

5.9.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.9.3. This certification is a material representation of fact relied upon by the City of Shawnee. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Shawnee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

5.10. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.11. Byrd Anti-Lobbying Act: The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

5.11.1. If applicable, contractors must sign and submit the following certification to the non-federal entity (NFE) with each bid or offer exceeding \$100,000. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency. The "44 C.F.R. Part 18 – Certification Regarding Lobbying" shown on ATTACHMENT A must be signed and included with the contract documents.

5.12. Anti-Kickback Clause: The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti- Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

5.13. Procurement Of Recovered Materials: In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

5.13.1. Competitively within a timeframe providing for compliance with the Contract performance

schedule;

5.13.2. Meeting Contract performance requirements; or

5.13.3. At a reasonable price.

5.13.4. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

5.14. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

5.14.1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

5.14.2. Prohibitions.

5.14.2.1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

5.14.2.2. Unless an exception in Section 5.14.3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

5.14.2.2.1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

5.14.2.2.2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

5.14.2.2.3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

5.14.2.2.4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

5.14.3. Exceptions.

5.14.3.1. This clause does not prohibit contractors from providing:

5.14.3.1.1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or

interconnection arrangements; or

5.14.3.1.2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

5.14.3.2. By necessary implication and regulation, the prohibitions also do not apply to:

5.14.3.2.1. Covered telecommunications equipment or services that:

5.14.3.2.1.1. Are not used as a substantial or essential component of any system; and

5.14.3.2.1.2. Are not used as critical technology of any system.

5.14.3.2.2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

5.14.4. Reporting requirement.

5.14.4.1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in Section 5.14.4.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

5.14.4.2. The Contractor shall report the following information pursuant to Section 5.14.4.1 of this clause:

5.14.4.2.1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

5.14.4.2.2. Within 10 business days of submitting the information in Section 5.14.4.2.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5.14.5. Subcontracts. The Contractor shall insert the substance of this clause (Section 5.14), including this paragraph (5.14 .5), in all subcontracts and other contractual instruments.

5.15. Domestic Preferences for Procurements.

5.15.1. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

5.15.2. For purposes of this clause:

5.15.2.1. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

5.15.2.2. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.16. Access to Records

5.16.1. The following access to records requirements applies to this contract:

5.16.1.1. The Contractor agrees to provide the City of Shawnee, OEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

5.16.1.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5.16.1.3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

5.16.1.4. In compliance with Section 1225 of the Disaster Recovery Reform Act of 2018, the City of Shawnee and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5.17. Termination

5.17.1. Termination for Cause. The City of Shawnee (Owner) shall submit a written notice to the contractor and surety which justifies placement of the contractor in default if:

5.17.1.1. The Work is not begun within the time specified in the Notice to Proceed.

5.17.1.2. The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion.

5.17.1.3. The contractor performs unsuitable, neglected, or rejected work, refuses to remove materials.

5.17.1.4. The Work is discontinued.

5.17.1.5. The Work is not completed within the Contract Time or time extension.

5.17.1.6. Work is not resumed within a reasonable time after receiving a notice to continue.

5.17.1.7. The contractor becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.

5.17.1.8. The contractor allows any final judgment to stand unsatisfied for a period of ten (10) days.

5.17.1.9. The contractor makes an assignment for the benefit of creditors.

5.17.1.10. The Work is not performed in an acceptable manner.

5.17.1.11. If the contractor or Surety does not remedy all conditions cited in the written notice within ten (10) days after receiving such a notice, the contractor is placed into default. In that event, the Owner may obtain the necessary labor, materials, and equipment, or enter into a new Contract in order to complete the Work. All costs incurred by the Owner for completing the Work under the new Contract will be deducted from the payment due the contractor. If the expense exceeds the sum payable under the Contract, the contractor and surety shall be liable to pay the Owner the difference.

5.17.2. Termination for Convenience. The City of Shawnee (Owner) may, at any time, terminate this Contract or any portion thereof, for Owner's convenience, upon providing written notice to the contractor. In such case, contractor shall be paid for all work completed through the date notice was provided (less payments already received) and reasonable demobilization and restocking charges incurred, and reasonable overhead and profit based upon industry standards on the work performed. In no event shall the contractor be entitled to payment of overhead and profit on work not performed. In the event it is determined that the contractor was wrongfully terminated for cause, such termination shall be automatically converted to a termination for convenience and payment be made as provided under this Section.

5.18. Breach: Any breach of the Contract by Contractor shall be governed by the Termination provision of the Contract. Additionally, in the event that that the City of Shawnee incurs damages as a result of Contractor's breach, the City of Shawnee may pursue recovery of such damages from Contractor. The City of Shawnee further retains the right to seek specific performance of the Contract at any time as authorized by law. The City of Shawnee further retains the right to otherwise pursue any remedies available to the City of Shawnee as a result of the Contractor's breach, including but not limited to administrative, contractual, or legal remedies. Termination for cause and convenience are governed by the Termination provision of the Contract

5.19. Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

5.20. DHS Seal, Logo, And Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

5.21. Compliance with Federal Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5.22. No Obligation by the Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

5.23. Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

5.24. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

5.24.1. Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

5.24.2. Affirmative steps must include:

5.24.2.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

5.24.2.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

5.24.2.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

5.24.2.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5.24.2.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

5.25. Copyright and Data Rights: License and Delivery of Works Subject to Copyright and Data Rights – The contractor grants to the City of Shawnee, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the contractor will identify such data and grant to the City of Shawnee or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the contractor will deliver to the City of Shawnee data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Shawnee.

Attachment A – Map

**Certification for Contracts, Grants, Loans, and Cooperative Agreements as required by the Byrd
Anti-Lobbying Amendment, 31 U.S.C. 1352**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$ 100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor's Authorized Official

Date

Name & title of Contractor's Authorized Official

No Proposal Notification

The City of Shawnee is interested in receiving competitive pricing on all products and services. The City of Shawnee places significant value on quality vendors and desires to keep interested companies as vendors and suppliers of materials, equipment, and services. It is important for the City of Shawnee to determine the reasons that vendors do not respond to this contract item. The City of Shawnee will evaluate responses and attempt to determine if future changes are necessary in our specification development or procedures.

WILL NOT SUBMIT A RESPONSE

Vendor Name

REASON FOR NO RESPONSE: *(Please place an **X** by one or more of the reasons listed below.)*

☐ Do not supply the requested product or service.

☐ Quantities offered or scope of project is TOO SMALL to be supplied by our company.

☐ Quantities offered or scope of project is TOO LARGE to be supplied by our company.

☐ Cannot bid against MANUFACTURER on this item.

☐ Cannot bid against RESELLER on this item.

☐ Specifications not clear enough to submit a response *(please explain)*.

☐ Time frame for bidding is too short *(please explain)*.

☐ Time frame to produce the product or service is too short.

☐ Other *(Please state the reasons.)* _____

FOR PURPOSES OF FUTURE SUBMITTALS, PLEASE INDICATE:

☐ My Company would like to remain on the vendor list.

☐ My Company **does not** want to remain on the vendor list.

Signature

Date

Address

CITY State Zip

Phone Number

Fax Number

Email Address

Addendum Acknowledgement Form

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

Acknowledgement: I certify that I have read and agree to the above terms and conditions and that I am authorized to sign for the Vendor/Contractor.

Company Name: FEIN:

Authorized Signature: Date:

Printed Name: Title:

References

Provide the names and phone numbers of three (3) references for which you have provided goods or services similar tot hose specified herein in the last five (5) years. Include all information available:

Company Name	Contact Name	Contact Number	Contact Email
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Company Name	Contact Name	Contact Number	Contact Email
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Company Name	Contact Name	Contact Number	Contact Email
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Cost Sheet

Base Bid

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
1	1	LSUM	Building Demolition and Debris Removal

Unit Price: _____

Total Price: _____

_____ Dollars
(Dollars per unit written)

Alternate #1

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
2	1	LSUM	Slab and Footing Structural Removal

Unit Price: _____

Total Price: _____

_____ Dollars
(Dollars per unit written)

Alternate #2

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
3	1	LSUM	Refill slab and footing removal to grade and re-grade

Unit Price: _____

Total Price: _____

_____ Dollars
(Dollars per unit written)

City Of Shawnee Contractor's Performance Record

Submitted by _____, A Corporation / A
Co-partnership / An Individual (Circle One)

Principal Office _____
(Address & Phone)

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. What projects has your organization now under way?

Value of Work Completed	Value of Work to Be Completed	Class of Work	Being Performed for Whom

2. What equipment do you propose to use on this contract?

Qty	Item	Description, Size, Capacity, Etc.	Year of Service	Present Location

The Contractor is aware that: "The City will not allow the Contractor to sublet, sell, assign, or otherwise dispose of the Contract, or any portion thereof, or any of the Contractor's rights, title, or interests therein without the written or electronic consent of the City Manager or their authorized representative. The Contractor shall perform at least 50 percent of the Contract amount, based on the Contract unit prices, using its own organization, unless the Contract allows a greater percentage."

Dated, this _____ day of _____, 20____ By (Print): _____

Signature: _____ Title of Person Signing _____

Name of Organization _____

Subscribed and sworn to before me this __ day of _____, 20____

Notary Public _____

My Commission Expires _____

Non-Collusion Affidavit of Vendor

The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF _____) SS. STATE
OF _____)

AFFIDAVIT

I, _____, declare under oath, under penalty of perjury, that I am lawfully qualified and acting officer and/or agent of _____ (Firm's Name) and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Shawnee, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Shawnee, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. _____ (Firm's Name) has not pled guilty to or been convicted of a felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
3. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to _____ (Firm's Name) has been convicted of a
 - a. felony charge for fraud, bribery, or corruption relating to the sale of real or personal property to any state or political subdivision of a state.

(Officer or Agent)

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

My Commission Expires

(Notary Public)

Conflict of Interest Certification

In accordance with 2 CFR 200.318(c)(1) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Shawnee in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 2 CFR 200.318(c)(1).

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder Name	
Signature	
Printed Name	
Position	
Date	

Affidavit Of Single Submittal

To: City of Shawnee
Shawnee, Oklahoma

At the time the proposal is submitted, the Respondent shall attach to their proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ CITY OF _____. before me, the undersigned authority, personally appeared _____ who. Being duly sworn, despoises and says they are _____ (Title) of _____ (firm) the respondent submitting the attached proposal for the services covered by the RFP documents.

The affiant further states that no more than one proposal for the above referenced project will be submitting from the individual, their firm, association nor corporation under the same of different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither they, their firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Proposer

Title

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn before me this ____ day of ____, 20____ by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public

My commission expires

Status Verification System Affidavit

STATE OF OKLAHOMA)
) SS:
COUNTY OF)

I, _____, of lawful age, and having been first duly sworn, on oath states:

1. That I am the agent authorized by the Contractor to submit the attached contract to the City of Shawnee. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of this contract.

2. That the Contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor.

FURTHER AFFIANT SAITH NOT.

AFFIANT

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

My Commission Number: _____

Bid Bond

We, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto City of Shawnee, as Owner, in the penal sum of _____ for the payment of which, well and truly to be made, hereby jointly and severally bind ourselves, our successors and our assigns.

Signed this _____ day of _____, _____

The condition of the above obligation is such that, whereas the Principal has submitted to City of Shawnee, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract, in writing, for B2024-DR4706OK-725619 Demolition Of Shawnee Regional Airport 200 Series T-Hangars.

NOW, THEREFORE, if said bid shall be rejected or if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of the contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bonds shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the day and year first set forth above.

Principal

Surety

By:_____

ATTEST: (if by corporation)

Type Name & Title

Corporate Seal

Performance Bond (Page 1 of 2)

BOND NO.

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____ City, State, Zip Code
Telephone (____) _____ as Principal, and

_____ corporation organized in the State of _____,
and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is:

Street/P. O. Box _____, City, State, Zip Code

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____
(\$ _____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20____, for the construction or performance of:

PROJECT: Demolition of Shawnee Regional Airport 200 Series T-Hangars

COUNTY: Pottawatomie

(hereinafter the "Project") all in compliance with the Project plans, specifications and related documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, the Principal shall properly and promptly complete the construction Project according to all the contract documents, including all subsequent amendments, changes, addenda, time extensions, alterations and supplemental agreements thereto, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event the Principal is declared by the City of Shawnee to be in default and the Principal's right to proceed with the Project work is terminated by the City of Shawnee or by a court of competent jurisdiction, the Surety shall have the duty to assume and complete all the Contract work and material requirements, including all the amendments, changes, addenda,

Performance Bond (Page 2 of 2)

time extensions, alterations and supplemental agreements thereto. In the event the Surety fully performs its obligations hereunder the City of Shawnee acknowledges that by law the Surety is subrogated to all the Principal's rights arising out of the Contract, including all deferred payments, retained percentage and credits due and owing to the Principal at the time of default and termination or to thereafter become due and owing under the contract documents. The City of Shawnee may at its option offset against the contract earnings any indebtedness or liability which the Principal might have to the City of Shawnee arising out of the bonded Project including but not limited to liquidated damages, site rental, progressive estimate overpayments and the like. After the Surety has been made whole, the City of Shawnee may offset against any remaining contract earnings any indebtedness or liability of the Principal arising out of other contracts and dealings.

No quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____

ATTEST: (Corporation) _____

[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____

Individual Proprietor/ Partner/Authorized Officer

SURETY

By: _____

Authorized Attorney-in-Fact or an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this ____ of _____, 20__.

Notary Public in and for the State of _____

My Commission Expires:

_____ [SEAL]

Statutory Payment Bond (Page 1 of 2)

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____ City, State, Zip Code
Telephone (____) _____ as Principal, and

_____ corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is:

Street/P. O. Box _____, City, State, Zip Code

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____ (\$_____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20____, for the construction or performance of:

PROJECT: Demolition of Shawnee Regional Airport 200 Series T-Hangars

COUNTY: Pottawatomie

(hereinafter the "Project") all in compliance with the Project plans, specifications and related contract documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall (1) pay all Project indebtednesses incurred by said Principal and his/her/its subcontractors and materialmen for all labor, material, rental of machinery or equipment and repair of and parts for equipment as are used and consumed in the performance of the contract; and (2) pay all (a) state and local taxes accruing as a result of the contract, (b) liquidated damages and site rental as may be provided for in the contract documents, and (c) any indebtedness of the Principal to the City of Shawnee arising out of overpayments of progressive estimates, then this obligation shall be null and void, otherwise to remain in full force and effect.

The intent of the Principal and Surety is that this Statutory Payment Bond, including the benefits or coverages provided herein, all notice requirements and all suit limitations, shall be construed, governed and controlled by Title 61, Oklahoma Statutes,

Statutory Payment Bond (Page 2 of 2)

Sections 1 and 2, as those statutes exist on the effective date of the Contract, even though the language of this bond may be more or less restrictive than required by statute.

For value received the Surety agrees that no quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____

ATTEST: (Corporation)

[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____ I
individual Proprietor/ Partner/Authorized Officer

SURETY

By: _____
Authorized Attorney-in-Fact or an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this ____ of _____, 20__.

Notary Public in and for the State of _____

My Commission Expires:

_____ [SEAL]

Contract Sample (Page 1 of 2)

(Do not complete)

THIS CONTRACT AND AGREEMENT made and entered into this____, day of _____, 20____, between the City of Shawnee, (hereinafter called the “City”), and _____ acting as an independent contractor (hereinafter called the “Contractor”).

WITNESSETH, That for and in consideration of the payment to be made as hereafter set forth, the Contractor hereby agrees to furnish all tools, equipment, materials, and labor to demolish and complete:

DEMOLITION OF SHAWNEE REGIONAL AIRPORT 200 SERIES T-HANGARS

as shown and described the bid, number B2024-DR4706OK-725619 Demolition of Shawnee Regional Airport 200 Series T-Hangars, by said Contractor, for the respective estimated quantities (the “Proposal”); each of which is made a part hereof as though copied in full herein; and with the Special Provisions attached hereto; and to the entire satisfaction of the City of Shawnee.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the City agrees to pay for the work at the price stipulated in the Proposal, such payment to be in lawful money of the United States and the payment shall be made at the time and in the manner set forth in the Specifications.

The City’s cost of this project is estimated to be: _____

The Contractor agrees, for the consideration above expressed, to begin work on the date designated by the Engineer. Time is of the essence of this Contract. The Contract time and rates of liquidated damages applicable to this Contract are set forth in contract provisions which are part of this Contract.

It is further agreed that the Contractor shall execute and file good and sufficient performance, defect, and statutory bond with the City of Shawnee as required by law, and that said contractor shall comply with the Oklahoma Workmen’s Compensation Law and shall file a Certificate of Workman’s Compensation Insurance, then he shall file with the City of Shawnee a copy of the order authorizing him to carry his own insurance.

In Witness Whereof, the Mayor, City of Shawnee, or his authorized designee, pursuant to an award of contract made by or under the direction of the City of Shawnee and pursuant to City vested in him by the City of Shawnee, has hereunto subscribed his name, and the said Contractor has properly executed the same. Signed, sealed and delivered at Shawnee, Oklahoma, the day and year first set forth.

Contract (Page 2 of 2)

Approved as to form:

By: _____
Mayor – City of Shawnee Date

By: _____
Authorized Signing Member Date

Secretary of Corporation

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }

}SS.

COUNTY OF _____ }

This instrument was acknowledged before me on the ____ day of _____, 20____.

Notary Public

(SEAL)

My commission expires: _____

Contract Affidavit Sample

(Do not complete)

STATE OF OKLAHOMA }

}SS.

COUNTY OF _____}

_____, of lawful age, being first duly sworn, on oath says:

1. (S)He is the duly authorized agent of _____, the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (S)He is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
3. Neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

(Signature of Affiant)

(Name & Title)

This instrument was acknowledged before me on the ____ day of _____, 20____.

Notary Public

(SEAL)

My commission expires: _____

Authorization for Waiver and Disclosure of Tax Information Sample

(Do not complete)

Pursuant to Title 68 O.S. 1990 Supp., 205 (c)(17), the undersigned contractor hereby gives the Oklahoma Tax Commission expressed permission to provide the City of Shawnee information to determine that the undersigned is in compliance with all applicable tax laws. The Tax Commission is authorized to provide the City of Shawnee a statement reflecting the status of contractor's payment history and any delinquency as it relates to sales, use, franchise, withholding, income and motor fuel taxes.

It is understood that any information provided by the Tax Commission is subject to audit and does not include any reports not yet due or not received as of the date of the Oklahoma Tax Commission signature.

Answer the following questions:

1. Do you have employees subject to income tax withholding? Yes___No___
2. Did you bring material from out of state into Oklahoma? Yes___No___
3. Period of the contract: From_____To_____
4. Have you held previous contracts with the City of Shawnee? Yes___No___
5. FEI Number: _____

The FEI number shall be furnished when the contract documents are signed.

Name of Contractor

Authorized Signature

Street Address

SEAL

City, State, Zip Code

For Official Use Only

Contractor is in Compliance? Yes___No___

OTC Signature

Date

B2024-DR4706OK-725619 Demolition of Shawnee Regional Airport 200 Series T-Hangars

Firm

Sabre Demolition
Sagemill Construction
Allied Solution Enterprise
SWCN Planroom
ePlan
Construct Connect
KT Demolition
Downey Contracting
M&M Wrecking
Total Demolition Services
Midwest Wrecking Co.
Wade's Services
K&M Wrecking
Stronghold Construction
AO Inc
John Longton
Pinney Dozer
Native Wrecking
Meier and Son Demolition
Arbor Transport

Email

tobrien@saberdemolition.com
rance@sagemill.net
contracts@alliedconstructionenterprise.com
planroom@swcnews.com
eplan@eplanbidding.com
justine.cataylo@constructconnect.com
kt.demolition@gmail.com
dzimbelman@downeycontracting.com
kyle.mason@mmwrecking.com
dylan@totaldemoservices.com
bryan@midwestwreckingco.com
jjwoak@icloud.com
leonard@kmwrecking.org; duane@kmwrecking.org
sam@stronghold.construction
ao_inc@hotmail.com
ryan@greenbeltservices.com
jordoncooper@pinneycivil.com
casey@nativewrecking.com
micameier@gmail.com
arbortransport@gmail.com

ADDENDUM NO. 1 TO
NOTICE TO BIDDERS
B2024-DR4706OK-725619
DEMOLITION OF SHAWNEE REGIONAL AIRPORT 200 SERIES T-HANGARS
ISSUE DATE: FEBRUARY 23, 2024

CALENDAR OF EVENTS

Notice is hereby given that the City of Shawnee has rescheduled the **MANDATORY Pre-Bid Meeting**.

The new date and time for the meeting is **March 4, 2024, at 1:00 P.M.** in the Commission Chambers of the City of Shawnee City Hall at 16 West 9th Street, Shawnee, Oklahoma 74801.

All bidders must acknowledge receipt of Addendum No. 1 on the form provided in the Request for Sealed Bids. Failure to acknowledge receipt of an addendum may be cause for rejection of the bid.

All questions regarding this addendum or the sealed bid request must be submitted in writing or by email to the City of Shawnee, Attention: Asst. City Manager, Danny Vise, Jr. (danny.vise@shawneeok.org) no later than 5:00 p.m. (CST), on March 5, 2024. The City may issue an addendum to the Request for Bids for distribution to all known prospective bidders.

City of Shawnee, Oklahoma

By: Danny D. Vise, Jr
Assistant City Manager



ADDEDNUM #2 TO
B2024-DR4706OK-725619
DEMOLITION OF SHAWNEE REGIONAL AIRPORT 200 SERIES T-HANGARS

This Addendum, where in conflict, shall supersede and take precedence over the original plans and specifications of this Request. This Addendum shall form a part of the Contract Documents. Proposers shall acknowledge receipt of this Addendum by notating the attached Addendum Acknowledgement Form and including a copy of said form in their proposal submission. This Addendum shall revise the Request for Qualifications as follows:

Page 24, otherwise known as Attachment A, is removed in its entirety and replaced with page 2 of this addendum.

Attachment A: Map
Shawnee Municipal Airport 200 Series T-Hangar





ADDEDNUM #3 TO
B2024-DR4706OK-725619
DEMOLITION OF SHAWNEE REGIONAL AIRPORT 200 SERIES T-HANGARS

This Addendum, where in conflict, shall supersede and take precedence over the original plans and specifications of this Request. This Addendum shall form a part of the Contract Documents. Proposers shall acknowledge receipt of this Addendum by notating the attached Addendum Acknowledgement Form and including a copy of said form in their proposal submission. This Addendum shall revise the Request for Sealed Bids as follows:

Section 1. Page one (1) is amended to state that “Sealed Bids are Due March 13, 2024.”

Section 2. The Calendar of Events found on page 4 is amended as follows:

CALENDAR OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If the City of Shawnee determines, in its sole discretion, that it is necessary to change any of the dates and times, it will issue an Addendum to this Request. All listed times are applicable local times for Shawnee, Oklahoma.

<u>Date/Time</u>	<u>Action</u>
February 17, 2024	Advertising of Request for Sealed Bids
February 24, 2024	Advertising of Request for Sealed Bids
March 4, 2024 at 1 p.m.	MANDATORY Pre-Bid Meeting
March 8, 2024 at 5 p.m.	Last Day to Submit Questions
March 13, 2024 at 2 p.m.	Deadline for Submittals
March 13, 2024 at 2:15 p.m.	Bid Opening
March 18, 2024	Anticipated Award of Contract

Section 3. Section 2.1.1 on page seven (7) is amended as follows:

City of Shawnee
Attn: City Clerk
16 West 9th Street
Shawnee, Oklahoma 74801

Clearly Marked on Outside Envelope
B2024-4706OK-722772 DEMOLITION OF SHAWNEE REGIONAL AIRPORT 200 SERIES T-HANGARS
Due Date: March 13, 2024, at 2:00 p.m. Central



ADDEDNUM #4 TO
B2024-DR4706OK-725619
DEMOLITION OF SHAWNEE REGIONAL AIRPORT 200 SERIES T-HANGARS

This Addendum, where in conflict, shall supersede and take precedence over the original plans and specifications of this Request. This Addendum shall form a part of the Contract Documents. Proposers shall acknowledge receipt of this Addendum by notating the attached Addendum Acknowledgement Form and including a copy of said form in their proposal submission. This Addendum shall revise the Request for Sealed Bids as follows:

Section 1. Questions and Answers from the MANDATORY Pre-Bid Meeting, held Monday, March 4, 2024, at 1p.

Q1: Will the aircraft housed in the hangars be removed prior to demolition.

A1: Yes, all personal property will be removed prior to issuing a Notice to Proceed. Any property remaining in the facilities should be removed as part of the demolition and materials removal process.

Q2: Will the City of Shawnee require permits for the work?

A2: Yes, permits are required, though the City will waive permit fees. Applications for permits may be obtained from the City of Shawnee's Building Inspections Division at 222 North Broadway Ave, Shawnee, OK 74801 or online through the City of Shawnee's website at:

https://www.shawneeok.org/government/departments/engineering_streets/applications-permits-inspections.php

Q3: Are there any asbestos or other hazardous materials in the facilities slated for demolition?

A3: The City is conducting a survey of the facilities and will make the results known through an addendum. The only facility in question is Hangar 16.

Q4: Are there any rules or regulations from the FAA or other sources related to fencing or controls?

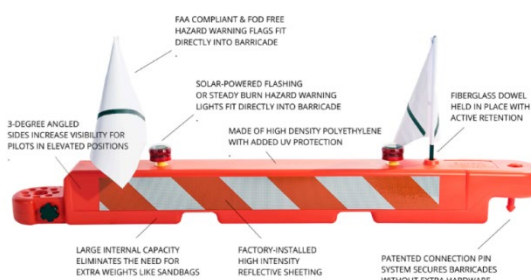
A4: There are no specific rules or regulations regarding the means and methods used to control debris. Per the bid documents, it is the contractor's responsibility to control debris to prevent a hazard to aircraft.

Q5: Will the City be adjusting the Bid Submission date?

A5: It is likely that the Bid Deadline will be amended based on the need to clarify certain items of work. Any adjustments to dates will be made through published Addenda.

Q6: Are there any specifications for "low profile" barricades?

A6: Please see sample image.



Q7: Will the deadline for questions be adjusted to allow more time?

A7: Yes. A new date will be provided through a published Addendum.

Q8: What are the square footage measurements of the facilities.

A8: Shawnee Regional Airport Terminal – 4,095 square feet; Hangar 16 – 14,178 square feet; 200 Series T-Hangars – 19,200 square feet; 702 West Independence Street – 7,200 square feet

Q9: Does the City have a public use location for concrete and other debris?

A9: No.

Q10: The Bid Alternates call for demolition and refill of foundations. Are there any measurements or specifications on the existing foundations to rely on when preparing a cost estimate?

A10: It has not yet been determined if the foundations will be removed, and what if any fill will be requested. A final answer will be provided via an Addendum.

Q11: Does the City have an anticipated start date for the work?

A11: No. If the dates for submission of bids is moved, the date of expected Notice to Proceed will adjust accordingly.

Q12: What is the allowable duration for the completion of work following Notice to Proceed?

A12: Each facility will be addressed under a separate contract with separate Notices to Proceed and allowable terms for completion. The specific allocation of time for each is as follows: Shawnee Regional Airport Terminal – 90 calendar days; Hangar 16 – 90 calendar days; 200 Series T-Hangars – 90 calendar days; 702 West Independence Street – 60 calendar days

Q13: Will there be any restrictions on equipment height (e.g. cranes for demolition)?

A13: Yes. The contractor will be required to file with the FAA for authorization to use a crane. Airport staff will assist with this requirement.

Q14: Does the City require a bond for demolition contractors?

A14: In addition to the bond requirements included in the information for bidders, there is a requirement for contractors to have a license and a bond for demolition services.

Q15: Are a license and bond from the City required to conduct the work?

A15: Yes, both are required to provide the services, but they are not required to submit a bid.

Q16: If it is determined that that the foundations will be demolished will the demolition be limited to the existing building footprints?

A16: When a final plan for removal of foundations is determined, details regarding the total square footage will be provided.

Q17: Will the use of track equipment be authorized and will rubber tires or tracks be required?

A17: Contractors are responsible for any damage to haul routes and work areas. Track equipment may be used if these areas are protected.

Section2. Questions and Answers that were submitted to the City as described in the Request for Sealed Bid Documents.

Q1: Page 5 Section 1, 1.10. Bid documents state suitable fence for 702 West Independence Street. Question is will the Orange 5 ft Safety fence work?

A1: Yes.

Q2: Page 5 Section 1, 1.11 Bid documents state all debris shall be taken to a certified landfill. Question can we recycle the building for future use?

A2: Yes, materials can be recycled, however, the material will be treated the same as debris, we must see the material move from cradle to grave, so it must go to a certified recycling center and the quantities must be documented.

Q3: Page 28 Cost Sheet, Alternate 1 Slab and Footing structural removal. Question can we recycle the slab and footing material removed?

A3: Yes, materials can be recycled, however, the material will be treated the same as debris, we must see the material move from cradle to grave, so it must go to a certified recycling center and the quantities must be documented.

Q4: Page 28 Cost Sheet. Alternate 2 Refill slab and footing material to grade and re-grade. Question is what type of fill material is required? (such as), limestone rock, compacted select material, or fill material without a density test?

A4: Select borrow, Section 705 of ODOT 2019 Standard Specifications for Highway Construction

Q5: To work in the City of Shawnee, you must have a Contractor's license, per Contractor Registration form I found online. License fees are no problem, but it says \$2,000.00 Surety Bond if applicable. How do I know if it is applicable to us or not?

A5: In Article XIII, Section 7-615 of the Shawnee Code of Ordinances it outlines the surety bond requirements as follows:

Sec. 7-615. Surety bond.

Every person licensed under this article shall file with the city manager or designee a bond in an amount as described in the city fee schedule, with sureties to be approved by the city manager or designee. Such bond shall be payable to the city and shall be conditioned that:

- (1) The principal will at all times do all demolition work and associated work, including, but not limited to, the removal of all debris and the transportation and deposit thereof, strictly in accordance with this article;
- (2) All work will be done in a good and workmanlike manner;
- (3) The city shall be fully indemnified and held harmless from any cost, expense, damages to real or personal property or personal injury done to any person or property in the conduct of such work; and
- (4) The licensee shall cause all streets, alleys and sidewalks that have been damaged in any manner to be repaired and put in the same condition as they were before the work was done.

Q6: Also can this Contractor's license be purchased after our bid for a project is accepted?

A6: The license can be purchased after award.

Q7: Same with Demolition Permit, do I apply for that after our bid is accepted?

A7: The permit would be applied for after award.

Q8: Willard mentioned a \$10,000 dollar demo Bond. Is this bond amount in addition to the bonds required for the projects that we are bidding?

A8: The bond discussed during the meeting was the Surety bond mentioned above in Question 5.

Section 3. The Cost Sheet is deleted in its entirety and replaced with the following page (4) of this Addendum:

Cost Sheet

Base Bid

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
1	1	LSUM	Building Demolition and Debris Removal

Unit Price: _____

Total Price: _____

(Dollars per unit written) _____ Dollars

Alternate #1

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
2	444	Cubic Yard	Slab and Footing Structural Removal

Unit Price: _____

Total Price: _____

(Dollars per unit written) _____ Dollars

Alternate #2

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
3	444	Cubic Yard	Refill slab and footing removal to grade and re-grade

Unit Price: _____

Total Price: _____

(Dollars per unit written) _____ Dollars

Estimate quantities are provided for reference and are not guaranteed. Unit price shall include all fees and costs associated with pay item. Given the nature of the facilities it is impossible to know the exact quantities.

Bid Tabulation for B2024-DR4706OK-725619
Shawnee Regional Airport 200 Series T-Hangars

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate #1</u>	<u>Alternate #2</u>	<u>Combined Total</u>
Native Wrecking	\$ 34,000.00	\$ 15,400.00	\$ 10,000.00	\$ 59,400.00
K&M Wrecking	\$ 91,975.00	\$ 18,648.00	\$ 19,536.00	\$ 130,159.00
M&M Wrecking	\$ 16,614.00	\$ 28,937.00	\$ 25,340.00	\$ 70,891.00
RMR Demolition	\$ 50,000.00	\$ 35,000.00	\$ 14,998.32	\$ 99,998.32



City Manager Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 18, 2024
To: Board of City Commissioners
From: Danny Vise, Assistant City Manager
Subject: Demolition of 702 West Independence (Award)

Background: City staff have been working diligently with the City's insurance and the Federal Emergency Management Agency (FEMA) for the last several months to determine whether the facility located at 702 West Independence, formerly known as Incredible Inflatables or Indoor Skate Park, could be repaired or should be rebuilt. In working through this process, it has been determined that the best course of action is to demolish the existing structure.

In February 2024, staff advertised and solicited sealed bids for the demolition of the facility at 702 West Independence, which was destroyed by the April 19, 2023, tornado. A mandatory pre-bid conference was held on March 4, 2024, and the bids were due and opened on March 13, 2024.

Staff and Del Sol have reviewed the four (4) bids received. The base bids ranged from \$11,920.00 (low) to \$35,310.00 (high). Staff recommends awarding the contract to M&M Wrecking, who submitted the lowest base bid, for the base bid, alternate #1, and alternate #2 for a total of \$28,530.00.

Financial Impact: \$28,530.00; funded from Insurance Recovery Fund, Airport, Capital Outlay-Buildings and Improvements; 603-5-0120-54200

Attachments: Demolition of 702 West Independence Street, Plan Holders List, Addendum 1, Addendum 2, Addendum 3, Addendum 4, Bid Tabulation

Staff Recommendation: Award of the contract



**Request for Sealed Bids for:
Demolition of 702 West Independence Street
B2024-DR4706-731190**

Sealed Bids Due March 11, 2024, at 2:00 p.m. Central

Issued By:
City of Shawnee, Oklahoma

Authorized Representative
Del Sol Consulting, Inc.

City of Shawnee, Oklahoma
Request for Sealed Bids

Demolition of 702 West Independence Street

Submittal shall be sent to:

**City of Shawnee
Attn: City Clerk
16 W 9th Street
Shawnee, OK 74801**

**Sealed Bid should be clearly marked:
B2024-DR4706-731190 Demolition of 702 West
Independence Street**

SUBMITTAL COVER SHEET

The Entity and the Officer with authority to commit for the Entity are:

RESPONDENT:	FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NO.	TOLL FREE TEL. NO (800)
NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	E-MAIL:
PROPOSAL IS FROM A/AN: () Corporation organized and existing under the laws of the STATE OF _____ () Partnership () Individual		

NON-COLLUSION

The undersigned certifies that the Entity has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this bid invitation.

BID CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

() There is no officer or employee of the City of Shawnee who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.

() The names of any and all public officers or employees of the City of Shawnee have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

() The undersigned further certifies that the Entity IS NOT currently debarred, suspended, or proposed for debarment by any federal or State agency. The undersigned agrees to notify the City of Shawnee of any change in this status, should one occur, until such time as an award has been made under this action.

Date: _____

Entity Name: _____

By: _____

Print Name: _____

City of Shawnee, Oklahoma

B2024-DR4706-731190 Demolition of 702 West Independence Street

SIGNATURE PAGE

THE UNDERSIGNED BIDDER, having examined the plans, specifications, the locations, arrangements, and conditions of the facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements and being acquainted with and fully understanding: (1) the extent and character of the work covered by this proposal; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; and (3) the normal existing and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor; and to construct, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached and the specifications referred to therein (as altered, changed, or modified by any and all addenda thereto), for and in connection with the Contract for which this proposal is herein submitted for and in consideration of the prices set out herein.

The undersigned bidder hereby agrees to furnish the required Performance Bond, Statutory Bond, Maintenance Bond, and evidence of insurance and to enter into a contract within fifteen (15) days after the acceptance of this proposal.

Attached hereto is a Certified Check, Cashier's Check or Bidder's Surety Bond in the amount of: _____ DOLLARS \$ _____ which the undersigned agrees is to be forfeited to and become the property of the City of Shawnee, as liquidated damages, should this proposal be accepted and the Contract be awarded to him, he fails to enter into a Contract in the form prescribed and to furnish the required bonds and evidence of insurance within fifteen (15) days as above stipulated, but otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the Contract and delivery of the approved bonds and evidence of insurance to the City of Shawnee.

Company Submitting Bid

Address

City

State

Zip

Phone Number

Fax Number

Email

Web Address

Authorized Person Submitting Sealed Bid (Print)

Title

Signature

Date

Attest

Corporate Seal (If Applicable)

STATEMENT OF NEED

The intent of this Request for Sealed Bids is to solicit bids for demolition and clearing of the facilities at 702 West Independence Street. The City of Shawnee encourages minority, woman, veteran owned and small businesses to submit for this bid.

CALENDAR OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If the City of Shawnee determines, in its sole discretion, that it is necessary to change any of the dates and times, it will issue an Addendum to this Request. All listed times are applicable local times for Shawnee, Oklahoma.

<u>Date/Time</u>	<u>Action</u>
February 17, 2024	Advertising of Request for Sealed Bids
February 24, 2024	Advertising of Request for Sealed Bids
March 4, 2024 at 1 p.m.	<u>MANDATORY</u> Pre-Bid Meeting
March 5, 2024 at 5 p.m.	Last Day to Submit Questions
March 11, 2024 at 2 p.m.	Deadline for Submittals
March 11, 2024 at 2:15 p.m.	Bid Opening
March 18, 2024	Anticipated Award of Contract

1. SCOPE OF SERVICES: The scope of the work is for the demolition of the facilities at 702 West Independence Street, as specified in Attachment A.
 - 1.1. All costs in connection with the work, including the furnishing of material, supplies, and appurtenances, providing all demolition equipment and tools, and performing all necessary labor to fully complete the work shall be included in the bid proposal.
 - 1.2. Payment will be made when all demolition, site clearance, debris removal, utility capping, final grading, and clean up of entire site is completed, inspected, and approved.
 - 1.3. The contractor shall comply with the codes and ordinances of the City of Shawnee and all applicable laws of the State of Oklahoma. Demolition permits are required, but no fees from the City of Shawnee will be assessed.
 - 1.4. During demolition or clearance, streets and alleys open to traffic will be kept clear of debris, dirt, trash, etc.
 - 1.5. Rates for liquidated damages for this project will be \$500.00 per calendar day.
 - 1.6. Contract time allotted for this project is 60 calendar days.
 - 1.7. Any items that are not listed in the summary of quantities shall be considered incidental items. The cost of incidental items shall be included in the cost of other bid items.
 - 1.8. Use of Utilities
 - 1.8.1. Upon request and approval, the contractor may obtain water supply from the City at no cost. Contractor shall coordinate with the Shawnee Municipal Authority and Shawnee Airport Authority regarding connection and water usage.
 - 1.8.2. Power may be provided but is not guaranteed. Contractor should anticipate providing any power needs.
 - 1.9. Capping of utilities. Prior to demolition, the contractor shall verify all utility releases have been granted and shall permanently cap water, sewer, and natural gas/propane facilities and upon inspection and approval, mark for future use.
 - 1.9.1. The location of capped utilities shall be determined and approved prior to the Notice to Proceed.
 - 1.10. Structures shall be demolished in such a manner as to avoid hazards to persons and adjoining properties, interference with the use of adjacent properties and structures, and free passage to such structures. A suitable fence shall be constructed around the work site.
 - 1.11. Debris Disposal.
 - 1.11.1. All debris must be disposed of in accordance with all applicable laws and regulations for the City of Shawnee, the State of Oklahoma, and the United States.
 - 1.11.2. All debris must be taken to a certified or recognized landfill, the location of which must be approved by the City prior to the Notice to Proceed.
 - 1.11.3. Contractor shall record and forward to the City on a form to be provided, the amount of debris, type of debris, and tipping fees for all debris removed and disposed of.

1.12. All work shall be coordinated with the City of Shawnee's project manager.

2. SUBMITTAL REQUIREMENTS, FORMAT, AND PREPARATION GUIDELINES

2.1. Format and Preparation Guidelines

2.1.1. Submittal Remittance

Send Sealed Submittal To

City of Shawnee
Attn: City Clerk
16 West 9th Street
Shawnee, Oklahoma 74801

Clearly Marked on Outside Envelope

B2024-DR4706-731190 DEMOLITION OF 702 WEST INDEPENDENCE STREET

Due Date: March 11, 2024, at 2:00 p.m. Central

2.2. Instructions to Respondents

2.2.1. Respondents are to submit one (1) original complete submittal with signatures in blue ink.

2.2.2. At due date and time, all submittals received by the due date will be opened for the sole purpose of recording the names of the individuals or firms submitting written responses.

2.2.3. If the submittal is mailed, sufficient time must be allowed to ensure the City of Shawnee's proper receipt of the package by the time specified above. Allow an additional 24 hours for the City of Shawnee's internal mail process. It is the responsibility of the firms to ensure that the properly marked and sealed submittal arrives at the City of Shawnee. Submittals received after the due date and time will be returned to Respondent unopened.

2.2.4. Any submittal not prepared and received in accordance with provisions stated herein will be considered an informal response and any/or all of the submittal may be rejected.

2.2.5. Withdrawal of submittal will be accepted until the submission due date and time above. No submittal may be withdrawn after the deadline.

2.2.6. Each firm will pay all costs associated with the preparation of the submittal, and, if applicable, subsequent oral presentations if requested by the City of Shawnee.

2.2.7. This file becomes a matter of public record and is open for review by the public upon the full execution of the agreement.

2.2.8. Bids will be considered non-responsive and may not be read if any of the following items are done:

2.2.8.1. Any unit price is left blank.

2.2.8.2. Any change in the unit price or the total amount that is not acknowledged by initials of the person signing the bis adjacent to each such change or alteration.

2.2.8.3. Proposal is not signed in blue ink by the individual in a sole proprietorship, one or more members

of a partnership, or a duly authorized officer of a corporation.

2.2.8.4. Proposals containing any omissions.

2.2.8.5. Alterations or additions of the proposal.

2.2.8.6. Conditions not called for.

2.2.8.7. Conditional or alternate bids not called for.

2.2.8.8. A clause in which the bidder reserves the right to accept or reject a Contract awarded.

2.2.8.9. Incomplete bids.

2.2.8.10. More than one bid from any individual, firm, partnership, joint venture, or corporation whether under the same or different name.

2.3. Submittal Content: The following information must, but not limited to, be included in the submittal packet:

2.3.1. Signed Cover Sheet (Page 2)

2.3.2. Sealed Bid Signature Page (Page 3)

2.3.3. Certification for Contracts, Grants, Loans, and Cooperative Agreements as required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (Page 24)

2.3.4. No Proposal Notification, if necessary (Page 25)

2.3.5. Acknowledgement of number and date of addenda received (Page 26)

2.3.6. References Sheet (Page 27)

2.3.7. Cost Sheet (Page 28)

2.3.8. Contractor's Performance Record (Page 29)

2.3.9. Non-Collusion Affidavit (Page 30)

2.3.10. Conflict of Interest Certification (Page 31)

2.3.11. Affidavit of Single Submittal (Page 32)

2.3.12. Status Verification System Affidavit (Page 33)

2.3.13. Bid Bond (Page 34)

2.3.14. If the Respondent fails to supply all required information, the submission may be deemed non-responsive at the discretion of the City of Shawnee.

2.4. Submittal Format

2.4.1. Submittals should be printed on letter size paper (8 ½" x 11") and either bound with a spiral type binding that will allow the submittal to lie flat when open, stapled, or bound in a folder. Do not use

metal-ring hard cover binders.

2.4.2. A Table of Contents page may be included but is not required. **ARRANGE THE SUBMITTAL IN THE ORDER LISTED IN THE SUBMITTAL CONTENT SECTION OF THIS REQUEST FOR BID IN SECTION 2.3.** Additional optional attachments that are listed in the SUBMITTAL CONTENT section may be included at the end of the submittal packet.

2.4.3. Detailed equipment lists and staff resumes, including list of industry certifications, may be included as a second attachment to the submittal packet.

2.5. Interpretation or Correction

2.5.1. The City of Shawnee is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this Request. Any required addendum to the Request and all clarifications, answers to questions, or changes to this Request shall be provided through a City of Shawnee-issued Addendum, which shall be distributed to vendors by email and posted on the City website found at:

www.shawneeok.org/services/current_bids_proposals/index.php

Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the City to any requirements, terms or conditions not stated herein.

2.5.2. The City shall make every possible, good faith effort to issue any and all addenda(s) no later than five (5) days prior to the due date for bids. Any addendum issued after this date, shall be for material, necessary clarifications to the Request for Sealed Bids.

2.5.3. Any person, firm or corporation submitting a response is deemed to have read, understood and agreed to all terms, conditions and requirements set forth in the specifications. Respondent agrees to conform in general to the terms of these specifications, details of which will be set forth in a signed agreement mutually acceptable to and executed by the City of Shawnee and the Respondent.

2.5.4. From the date of issuance until the City of Shawnee takes final agency action, the Respondent must not discuss their submittal or any part thereof with any employee, agent, or representative of the City of Shawnee except as expressly requested by the City of Shawnee in writing. Violation of this restriction will result in rejection of the Respondent’s response.

2.5.5. No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any the City of Shawnee employee. All inquiries, requests for clarification, change of condition or requirement, specification omissions, doubt as to meaning, or requests for additional information must be submitted, in writing, or via email to Danny Vise, Jr. email address: danny.vise@shawneeok.org. In the written request, the Respondent must identify him/herself and provide the page number, section, and paragraph of the conditions or requirements in question. The Respondent should also recommend specific written changes to the specified condition(s) or requirement(s).

2.5.6. All written inquiries or requests for changes or information must be received by Danny Vise, Jr: danny.vise@shawneeok.org, no later than the scheduled date shown in the Calendar of Events outlined in this document. All Respondent inquiries or requests, the City of Shawnee responses to these inquiries or requests, and other needs as may apply will be provided to all prospective Respondents by addendum. All addenda issued by the City of Shawnee shall become a part of the

Request for Sealed Bid, and Respondents shall acknowledge receipt of each addendum by number and date in its response.

2.5.7. Inquiries concerning Request should be addressed as follows:

City of Shawnee
Attn: Danny Vise, Jr
16 W. 9th Street
Shawnee, OK 74801

Or via email to: danny.vise@shawneeok.org

2.6. Provisions for Recommendation: It is understood that the City of Shawnee reserves the right to the following:

2.6.1. Reject any and/or all Bid submittals.

2.6.2. Accept any submittal or portion thereof most advantageous to the City of Shawnee.

2.6.3. Revise the Request and/or issue addenda to the Request, in the event it becomes necessary to revise any or part of the Request. Addenda will be provided to all those who received the Request.

2.6.4. Cancel or re-issue the Request for Sealed Bids, in whole or in part, prior to execution of a contract.

2.6.5. Negotiate with the Respondent.

2.6.6. Award contract based on the overall best business decision for the City of Shawnee including firm location or services offered.

2.6.7. Waive any informalities or regularities.

2.6.8. Award to single or multiple firms.

2.6.9. Request additional information or require a meeting with the Respondent for clarification.

2.6.10. Request presentations from Respondents following submission of the bid submittal.

2.6.11. Modify timelines, as issued in the form of an addendum.

3. EVALUATION CRITERIA AND SELECTION PROCESS

3.1. Contract will be awarded to one or more vendors by item or groups of items whose bid(s) is(are) considered to be the lowest and best acceptable responsive bid, as determined by City staff.

3.1.1. In addition to pricing, determination of best acceptable responsive bid may include the following elements: Whether the firm/respondent involved:

3.1.1.1. Maintains a permanent place of business.

3.1.1.2. Has adequate equipment to do the work properly and expeditiously.

3.1.1.3. Has suitable financial status to meet obligations incident to the work.

3.1.1.4. Has appropriate technical experience.

3.1.2. Respondents should include any information pertinent to this determination by the City of Shawnee with their response.

3.2. Firms may submit bids for individual packages or all packages, however, partial packages will not be considered.

4. GENERAL TERMS AND CONDITIONS

4.1. Firms are cautioned to read the information contained in this Request carefully and to submit a complete response to all requirements and questions as directed.

4.2. Rates for liquidated damages for this project will be \$500.00 per calendar day.

4.3. Contract time allotted for this project is 90 calendar days.

4.4. The City of Shawnee reserves the right to reject any and all submittals and to waive any irregularities or technical defects in the response and reserves the right to select the best total program. the City of Shawnee is not liable for any expense incurred by the professional services firm in the preparation and presentation of proposals.

4.5. Acceptable Sealed Submittals: Any submittal not prepared and received in accordance with provisions stated herein, can be considered an informal response and any/or all of the submittal may be rejected. The City of Shawnee reserves the right to accept submittals or amendments to submittals that arrive after due date as deemed appropriate.

4.6. It is the responsibility of the firm to ensure that the properly marked and sealed submittal package arrives at the City of Shawnee by the due date and time.

4.7. Governing Law and Venue: This Request and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Oklahoma, the City of Shawnee, Oklahoma, and the United States.

4.8. Appropriated Funds: The purchase of any service which arises from this solicitation, is contingent upon the availability of appropriated funds. If funds are withdrawn or do not become available, the City of Shawnee can cancel the service contract by giving the firm written notice of its intention to cancel not less than ninety (90) days prior to the end of the term without penalty. Upon cancellation of the contract, the City of Shawnee shall not be responsible for any payment of any services received that occur after the end of the current contract period.

4.9. Sales and Use Tax: The City of Shawnee as a public entity and some cases exempt from state and local sales taxes.

4.10. Invoices: Payment terms on services that have been received and accepted by the City of Shawnee will be net forty-five (45) days.

4.11. Observance of the City of Shawnee Rules and Regulations: Firm agrees that at all times its employees will observe and comply with all policies and procedures of the City of Shawnee, including but not limited to smoking, parking and security directives. The firm will be required to follow the City of Shawnee policies in dealing with improper conduct and discrimination and shall report all incidents or injuries to the City of Shawnee.

- 4.12. Non-Exclusive Contract: This is not an exclusive contract and will not restrict in any way the City of Shawnee's rights to contract with other firms for services and/or commodities similar to those specified within this Request.
- 4.13. Limitations of Remedies and Indemnification: Any firm awarded a contract accepts full responsibility for acts or conduct of its employees or agents, or services rendered, and agrees to indemnify, defend and hold harmless the City of Shawnee and its officers, agents and employees from any and all claims, demands, damages, actions and costs or expenses in connection therewith that may relate to any subsequent agreement, or acts of the firm's employees or agents. The City of Shawnee will not be liable for any damage or injury to the firm's employees or its properties. The City of Shawnee does not agree to indemnify the vendor.
- 4.14. The firm may not assign, transfer, convey or otherwise dispose of this agreement or any right, title or interest herein without the prior written consent of the City of Shawnee. Any contract resulting from this Request may only be amended in writing and signed by the firm and the City of Shawnee using the same degree of formality evidenced in the contract resulting from this Request.
- 4.15. The firm shall not name the City of Shawnee in its external advertising, marketing programs or other promotional efforts, any data, pictures or other representation of the City of Shawnee except on the specific, written authorization in advance by the City of Shawnee's Mayor/City Commission and/or the City Manager.
- 4.16. Termination. The agreement between the firm and the City of Shawnee may be cancelled or terminated pursuant to Section 5.17 of this Request.
- 4.17. The firm is subject to and must comply with provisions of the City of Shawnee's policies and applicable state and federal anti-discrimination laws.
- 4.18. Insurance: Prior to beginning work, successful bidder shall deliver certificates of insurance as evidence of the coverage indicated below; such evidence shall include documentation of thirty (30) day prior written notice to the City of Shawnee of cancellation, non-renewal or material change in coverage.

4.18.1. The insurance certificates should be delivered to:

City of Shawnee
Attn: City Manager's Office
16 West 9th Street
Shawnee, OK 74801

4.18.2. Each insurance policy maintained by Contractor must be endorsed as follows:

- 4.18.2.1. "The City of Shawnee is Named an Additional Insured." (Except the Workers' Compensation)
- 4.18.2.2. "Underwriters waive all rights of subrogation against the City of Shawnee."
- 4.18.2.3. "The coverage afforded herein shall be primary in relation to any policies carried by the City of Shawnee." Provide thirty (30) days written notice of cancellation or reduction of any coverage to the City of Shawnee.

4.18.3. Insurance provider shall provide thirty (30) days written notice of cancellation, non-renewal, or reduction of any coverage to the City of Shawnee.

4.18.4. Contractor shall maintain the following:

4.18.4.1. Workers' Compensation and Employers' Liability Insurance in accordance with all applicable State laws. Employers' Liability Insurance, including Occupational Disease, with limits of liability of not less than \$1,000,000 each accident and \$1,000,000 each employee.

4.18.4.2. Commercial General Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit per occurrence for bodily injury (including death), property damage and fire damage. Such insurance shall include, but not be limited to personal injury (libel, slander and false arrest), broad form property damage, blanket contractual liability and products/completed operations insurance.

4.18.4.3. Comprehensive Automobile Liability Insurance including owned, hired and non-owned vehicles with limits of liability of not less than \$500,000 combined single limit per occurrence for bodily injury (including death) and property damage.

4.19. Bid Bond. Firm shall accompany their original bid, filed with the City Clerk's Office with a certified or Cashier's Check on a solvent bank located in Oklahoma or a Bidder's Bond, in the amount of five (5) percent of the amount bid, as a guarantee of their ability to perform the contract bid upon, and that they will enter into a written contract with the City of Shawnee to perform said work and/or furnish said materials in accordance with the specifications of this request, and any and all plans and specification and furnish the required bonds according to the Public Competitive Biddings Act of 1974.

4.19.1. The City of Shawnee will retain the deposit for liquidated damages in case the successful bidder fails to enter in said contract and furnish the required bonds provided for herein within the time required. Deposit of the unsuccessful bidders will be returned upon the execution of a contract and required bonds.

4.20. Construction, Performance, and Statutory Bonds. Firms are required to post these bonds in the amount of up to or equal to one hundred percent (100%) of the total amount of the work awarded upon contract award. These bonds must be obtained from a Corporate Surety licensed in Oklahoma. The firm shall state in the proposal the name and address of the Surety or Sureties who will sign the bond in the event the contract is awarded.

4.21. Change Orders or Addenda. If the resulting contract is governed by the Oklahoma Competitive Bidding Act of 1974, then section 121 of that Act addresses statutory limitations on change orders and addenda. Specifically, 61 OS § 121 states as follows:

4.21.1. Change orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

4.21.2. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

4.21.3. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.

4.21.4. All change orders shall be formally approved by the governing body of the awarding public agency and the reasons for approval recorded in the permanent records of the governing body. The governing body of a municipality may delegate approval of change orders up to Forty Thousand Dollars (\$40,000.00) or ten percent (10%) of any contract, whichever is less, to the chief administrative officer

of the municipality or technology center or their designee, with any approved change orders reported to the governing body at the next regularly scheduled meeting.

4.21.5. All change orders for shall contain a unit price and total for each of the following items:

4.21.5.1. All materials with cost per item;

4.21.5.2. Itemization of all labor with number of hours per operation and cost per hour;

4.21.5.3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;

4.21.5.4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and

4.21.5.5. Profit for the contractor.

4.21.5.6. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.

4.21.5.7. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1, 2, 3, 4 and 5 of subsection H of this section.

4.21.5.8. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

5. COMPLIANCE WITH FEDERAL REQUIREMENTS. Since the parties anticipate that federal funding will be applied to this Request for Proposal/Agreement/Contract, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned. Where any clauses conflict, the more stringent shall be the used.

5.1. Equal Employment Opportunity: The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

5.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

5.1.1.1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.1.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 5.1.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 5.1.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5.1.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5.1.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 5.1.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 5.1.8. The contractor will include the portion of the sentence in Section 5.1 that immediately precedes Section 5.1.1 and the provisions of Sections 5.1.1 through 5.1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- 5.1.8.1. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 5.1.9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate

actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5.1.10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5.2. Compliance with the Contract Work Hours and Safety Standards Act (2 CFR 200 Appendix II).

5.2.1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

5.2.2. Violation, liability for unpaid wages, liquidated damages: In the event of any violation of the clause set forth in Section 5.2.1 of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 5.2.1 of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 5.2.1 of this section.

5.2.3. Withholding for unpaid wages and liquidated damages: The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 5.2.2 of this section.

5.2.4. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth

in Section 5.2.1 through 5.2.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 5.2.1 through 5.2.4 of this section.

5.2.5. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

5.2.6. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5.3. Extension to Successors and Assigns: Each and all of the covenants and agreements contained in the Agreement affected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto. Rights under this Agreement may not be assigned without mutual written consent of the parties.

5.4. Binding Agreement: This Agreement shall be construed in a neutral manner. This Agreement reflects the complete and full terms of agreement that is binding between the parties. The pages may be signed on separate pages, in counterparts and together are deemed to be one document. A true electronic copy is deemed an original.

5.5. Governing Law: All disputes relating to the execution, interpretation, construction, performance, or enforcement of the Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Oklahoma and resolved in a District Court of Oklahoma or applicable Federal Court of Oklahoma. Contractor hereby consents to and waives any objection to venue and jurisdiction in such courts.

5.6. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

5.7. Clean Air Act

5.7.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

5.7.2. The Contractor agrees to report each violation to the City of Shawnee and understands and agrees that the City of Shawnee will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

5.7.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.8. Federal Water Pollution Control Act

5.8.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.

5.8.2. The Contractor agrees to report each violation to the City of Shawnee and understands and agrees that the City of Shawnee will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

5.8.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.9. Suspension And Debarment

5.9.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

5.9.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.9.3. This certification is a material representation of fact relied upon by the City of Shawnee. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Shawnee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

5.10. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.11. Byrd Anti-Lobbying Act: The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

5.11.1. If applicable, contractors must sign and submit the following certification to the non-federal entity (NFE) with each bid or offer exceeding \$100,000. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency. The "44 C.F.R. Part 18 – Certification Regarding Lobbying" shown on ATTACHMENT A must be signed and included with the contract documents.

5.12. Anti-Kickback Clause: The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

5.13. Procurement Of Recovered Materials: In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

5.13.1. Competitively within a timeframe providing for compliance with the Contract performance schedule;

5.13.2. Meeting Contract performance requirements; or

5.13.3. At a reasonable price.

5.13.4. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

5.14. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

5.14.1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

5.14.2. Prohibitions.

5.14.2.1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

5.14.2.2. Unless an exception in Section 5.14.3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

5.14.2.2.1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

5.14.2.2.2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

5.14.2.2.3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

5.14.2.2.4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

5.14.3. Exceptions.

5.14.3.1. This clause does not prohibit contractors from providing:

5.14.3.1.1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

5.14.3.1.2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

5.14.3.2. By necessary implication and regulation, the prohibitions also do not apply to:

5.14.3.2.1. Covered telecommunications equipment or services that:

5.14.3.2.1.1. Are not used as a substantial or essential component of any system; and

5.14.3.2.1.2. Are not used as critical technology of any system.

5.14.3.2.2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

5.14.4. Reporting requirement.

5.14.4.1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in Section 5.14.4.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

5.14.4.2. The Contractor shall report the following information pursuant to Section 5.14.4.1 of this clause:

5.14.4.2.1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

5.14.4.2.2. Within 10 business days of submitting the information in Section 5.14.4.2.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5.14.5. Subcontracts. The Contractor shall insert the substance of this clause (Section 5.14), including this paragraph (5.14 .5), in all subcontracts and other contractual instruments.

5.15. Domestic Preferences for Procurements.

5.15.1. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent

practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

5.15.2. For purposes of this clause:

5.15.2.1. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

5.15.2.2. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.16. Access to Records

5.16.1. The following access to records requirements applies to this contract:

5.16.1.1. The Contractor agrees to provide the City of Shawnee, OEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

5.16.1.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5.16.1.3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

5.16.1.4. In compliance with Section 1225 of the Disaster Recovery Reform Act of 2018, the City of Shawnee and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5.17. Termination

5.17.1. Termination for Cause. The City of Shawnee (Owner) shall submit a written notice to the contractor and surety which justifies placement of the contractor in default if:

5.17.1.1. The Work is not begun within the time specified in the Notice to Proceed.

5.17.1.2. The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion.

5.17.1.3. The contractor performs unsuitable, neglected, or rejected work, refuses to remove materials.

5.17.1.4. The Work is discontinued.

5.17.1.5. The Work is not completed within the Contract Time or time extension.

5.17.1.6. Work is not resumed within a reasonable time after receiving a notice to continue.

5.17.1.7. The contractor becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.

5.17.1.8. The contractor allows any final judgment to stand unsatisfied for a period of ten (10) days.

5.17.1.9. The contractor makes an assignment for the benefit of creditors.

5.17.1.10. The Work is not performed in an acceptable manner.

5.17.1.11. If the contractor or Surety does not remedy all conditions cited in the written notice within ten (10) days after receiving such a notice, the contractor is placed into default. In that event, the Owner may obtain the necessary labor, materials, and equipment, or enter into a new Contract in order to complete the Work. All costs incurred by the Owner for completing the Work under the new Contract will be deducted from the payment due the contractor. If the expense exceeds the sum payable under the Contract, the contractor and surety shall be liable to pay the Owner the difference.

5.17.2. Termination for Convenience. The City of Shawnee (Owner) may, at any time, terminate this Contract or any portion thereof, for Owner's convenience, upon providing written notice to the contractor. In such case, contractor shall be paid for all work completed through the date notice was provided (less payments already received) and reasonable demobilization and restocking charges incurred, and reasonable overhead and profit based upon industry standards on the work performed. In no event shall the contractor be entitled to payment of overhead and profit on work not performed. In the event it is determined that the contractor was wrongfully terminated for cause, such termination shall be automatically converted to a termination for convenience and payment be made as provided under this Section.

5.18. Breach: Any breach of the Contract by Contractor shall be governed by the Termination provision of the Contract. Additionally, in the event that that the City of Shawnee incurs damages as a result of Contractor's breach, the City of Shawnee may pursue recovery of such damages from Contractor. The City of Shawnee further retains the right to seek specific performance of the Contract at any time as authorized by law. The City of Shawnee further retains the right to otherwise pursue any remedies available to the City of Shawnee as a result of the Contractor's breach, including but not limited to administrative, contractual, or legal remedies. Termination for cause and convenience are governed by the Termination provision of the Contract

5.19. Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

5.20. DHS Seal, Logo, And Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

5.21. Compliance with Federal Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5.22. No Obligation by the Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

- 5.23. Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- 5.24. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 5.24.1. Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.
- 5.24.2. Affirmative steps must include:
- 5.24.2.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 5.24.2.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 5.24.2.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 5.24.2.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 5.24.2.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
- 5.25. Copyright and Data Rights: License and Delivery of Works Subject to Copyright and Data Rights – The contractor grants to the City of Shawnee, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the contractor will identify such data and grant to the City of Shawnee or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the contractor will deliver to the City of Shawnee data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Shawnee.

Attachment A – Map

**Certification for Contracts, Grants, Loans, and Cooperative Agreements as required by the Byrd
Anti-Lobbying Amendment, 31 U.S.C. 1352**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$ 100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor's Authorized Official

Date

Name & title of Contractor's Authorized Official

No Proposal Notification

The City of Shawnee is interested in receiving competitive pricing on all products and services. The City of Shawnee places significant value on quality vendors and desires to keep interested companies as vendors and suppliers of materials, equipment, and services. It is important for the City of Shawnee to determine the reasons that vendors do not respond to this contract item. The City of Shawnee will evaluate responses and attempt to determine if future changes are necessary in our specification development or procedures.

WILL NOT SUBMIT A RESPONSE

Vendor Name

REASON FOR NO RESPONSE: *(Please place an **X** by one or more of the reasons listed below.)*

☐ Do not supply the requested product or service.

☐ Quantities offered or scope of project is TOO SMALL to be supplied by our company.

☐ Quantities offered or scope of project is TOO LARGE to be supplied by our company.

☐ Cannot bid against MANUFACTURER on this item.

☐ Cannot bid against RESELLER on this item.

☐ Specifications not clear enough to submit a response *(please explain)*.

☐ Time frame for bidding is too short *(please explain)*.

☐ Time frame to produce the product or service is too short.

☐ Other *(Please state the reasons.)* _____

FOR PURPOSES OF FUTURE SUBMITTALS, PLEASE INDICATE:

☐ My Company would like to remain on the vendor list.

☐ My Company **does not** want to remain on the vendor list.

Signature

Date

Address

CITY State Zip

Phone Number

Fax Number

Email Address

Addendum Acknowledgement Form

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

Acknowledgement: I certify that I have read and agree to the above terms and conditions and that I am authorized to sign for the Vendor/Contractor.

Company Name: FEIN:

Authorized Signature: Date:

Printed Name: Title:

References

Provide the names and phone numbers of three (3) references for which you have provided goods or services similar tot hose specified herein in the last five (5) years. Include all information available:

Company Name	Contact Name	Contact Number	Contact Email
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Company Name	Contact Name	Contact Number	Contact Email
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Company Name	Contact Name	Contact Number	Contact Email
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Cost Sheet

Base Bid

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
1	1	LSUM	Building Demolition and Debris Removal

Unit Price: _____

Total Price: _____

_____ Dollars
(Dollars per unit written)

Alternate #1

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
2	1	LSUM	Slab and Footing Structural Removal

Unit Price: _____

Total Price: _____

_____ Dollars
(Dollars per unit written)

Alternate #2

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
3	1	LSUM	Refill slab and footing removal to grade and re-grade

Unit Price: _____

Total Price: _____

_____ Dollars
(Dollars per unit written)

City Of Shawnee Contractor's Performance Record

Submitted by _____, A Corporation / A
Co-partnership / An Individual (Circle One)

Principal Office _____
(Address & Phone)

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. What projects has your organization now under way?

Value of Work Completed	Value of Work to Be Completed	Class of Work	Being Performed for Whom

2. What equipment do you propose to use on this contract?

Qty	Item	Description, Size, Capacity, Etc.	Year of Service	Present Location

The Contractor is aware that: "The City will not allow the Contractor to sublet, sell, assign, or otherwise dispose of the Contract, or any portion thereof, or any of the Contractor's rights, title, or interests therein without the written or electronic consent of the City Manager or their authorized representative. The Contractor shall perform at least 50 percent of the Contract amount, based on the Contract unit prices, using its own organization, unless the Contract allows a greater percentage."

Dated, this _____ day of _____, 20____ By (Print): _____

Signature: _____ Title of Person Signing _____

Name of Organization _____

Subscribed and sworn to before me this __ day of _____, 20____

Notary Public _____

My Commission Expires _____

Non-Collusion Affidavit of Vendor

The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF _____) SS. STATE
OF _____)

AFFIDAVIT

I, _____, declare under oath, under penalty of perjury, that I am lawfully qualified and acting officer and/or agent of _____ (Firm's Name) and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Shawnee, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Shawnee, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. _____ (Firm's Name) has not pled guilty to or been convicted of a felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
3. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to _____ (Firm's Name) has been convicted of a
 - a. felony charge for fraud, bribery, or corruption relating to the sale of real or personal property to any state or political subdivision of a state.

(Officer or Agent)

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

My Commission Expires

(Notary Public)

Conflict of Interest Certification

In accordance with 2 CFR 200.318(c)(1) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Shawnee in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 2 CFR 200.318(c)(1).

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder Name	
Signature	
Printed Name	
Position	
Date	

Affidavit Of Single Submittal

To: City of Shawnee
Shawnee, Oklahoma

At the time the proposal is submitted, the Respondent shall attach to their proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ CITY OF _____. before me, the undersigned authority, personally appeared _____ who. Being duly sworn, desposes and says they are _____ (Title) of _____ (firm) the respondent submitting the attached proposal for the services covered by the RFP documents.

The affiant further states that no more than one proposal for the above referenced project will be submitting from the individual, their firm, association nor corporation under the same of different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither they, their firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Proposer

Title

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn before me this ____ day of ____, 20____ by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public

My commission expires

Status Verification System Affidavit

STATE OF OKLAHOMA)
) SS:
COUNTY OF)

I, _____, of lawful age, and having been first duly sworn, on oath states:

1. That I am the agent authorized by the Contractor to submit the attached contract to the City of Shawnee. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of this contract.

2. That the Contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor.

FURTHER AFFIANT SAITH NOT.

AFFIANT

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

My Commission Number: _____

Bid Bond

We, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto City of Shawnee, as Owner, in the penal sum of _____ for the payment of which, well and truly to be made, hereby jointly and severally bind ourselves, our successors and our assigns.

Signed this _____ day of _____, _____

The condition of the above obligation is such that, whereas the Principal has submitted to City of Shawnee, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract, in writing, for B2024-DR4706-731190 Demolition Of 702 West Independence Street.

NOW, THEREFORE, if said bid shall be rejected or if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of the contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bonds shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the day and year first set forth above.

Principal

Surety

By:_____

ATTEST: (if by corporation)

Type Name & Title

Corporate Seal

Performance Bond (Page 1 of 2)

BOND NO.

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____ City, State, Zip Code
Telephone (____) _____ as Principal, and

_____ corporation organized in the State of _____,
and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is:

Street/P. O. Box _____, City, State, Zip Code

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____
(\$_____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20__.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20__, for the construction or performance of:

PROJECT: Demolition of 702 West Independence Street

COUNTY: Pottawatomie

(hereinafter the "Project") all in compliance with the Project plans, specifications and related documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, the Principal shall properly and promptly complete the construction Project according to all the contract documents, including all subsequent amendments, changes, addenda, time extensions, alterations and supplemental agreements thereto, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event the Principal is declared by the City of Shawnee to be in default and the Principal's right to proceed with the Project work is terminated by the City of Shawnee or by a court of competent jurisdiction, the Surety shall have the duty to assume and complete all the Contract work and material requirements, including all the amendments, changes, addenda,

Performance Bond (Page 2 of 2)

time extensions, alterations and supplemental agreements thereto. In the event the Surety fully performs its obligations hereunder the City of Shawnee acknowledges that by law the Surety is subrogated to all the Principal's rights arising out of the Contract, including all deferred payments, retained percentage and credits due and owing to the Principal at the time of default and termination or to thereafter become due and owing under the contract documents. The City of Shawnee may at its option offset against the contract earnings any indebtedness or liability which the Principal might have to the City of Shawnee arising out of the bonded Project including but not limited to liquidated damages, site rental, progressive estimate overpayments and the like. After the Surety has been made whole, the City of Shawnee may offset against any remaining contract earnings any indebtedness or liability of the Principal arising out of other contracts and dealings.

No quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____

ATTEST: (Corporation)

[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____
Individual Proprietor/ Partner/Authorized Officer

SURETY

By: _____
Authorized Attorney-in-Fact or an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this ____ of _____, 20__.

Notary Public in and for the State of _____

My Commission Expires:

_____ [SEAL]

Statutory Payment Bond (Page 1 of 2)

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____ City, State, Zip Code
Telephone (____) _____ as Principal, and

_____ corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is:

Street/P. O. Box _____, City, State, Zip Code

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____ (\$_____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20____, for the construction or performance of:

PROJECT: Demolition of 702 West Independence Street

COUNTY: Pottawatomie

(hereinafter the "Project") all in compliance with the Project plans, specifications and related contract documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall (1) pay all Project indebtednesses incurred by said Principal and his/her/its subcontractors and materialmen for all labor, material, rental of machinery or equipment and repair of and parts for equipment as are used and consumed in the performance of the contract; and (2) pay all (a) state and local taxes accruing as a result of the contract, (b) liquidated damages and site rental as may be provided for in the contract documents, and (c) any indebtedness of the Principal to the City of Shawnee arising out of overpayments of progressive estimates, then this obligation shall be null and void, otherwise to remain in full force and effect.

The intent of the Principal and Surety is that this Statutory Payment Bond, including the benefits or coverages provided herein, all notice requirements and all suit limitations, shall be construed, governed and controlled by Title 61, Oklahoma Statutes,

Statutory Payment Bond (Page 2 of 2)

Sections 1 and 2, as those statutes exist on the effective date of the Contract, even though the language of this bond may be more or less restrictive than required by statute.

For value received the Surety agrees that no quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____

ATTEST: (Corporation)

[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____ I
individual Proprietor/ Partner/Authorized Officer

SURETY

By: _____
Authorized Attorney-in-Fact or an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this ____ of _____, 20__.

Notary Public in and for the State of _____

My Commission Expires:

_____ [SEAL]

Contract Sample (Page 1 of 2)

(Do not complete)

THIS CONTRACT AND AGREEMENT made and entered into this____, day of _____, 20____, between the City of Shawnee, (hereinafter called the “City”), and _____ acting as an independent contractor (hereinafter called the “Contractor”).

WITNESSETH, That for and in consideration of the payment to be made as hereafter set forth, the Contractor hereby agrees to furnish all tools, equipment, materials, and labor to demolish and complete:

DEMOLITION OF 702 WEST INDEPENDENCE STREET

as shown and described the bid, number B2024-DR4706-731190 Demolition of 702 West Independence Street, by said Contractor, for the respective estimated quantities (the “Proposal”); each of which is made a part hereof as though copied in full herein; and with the Special Provisions attached hereto; and to the entire satisfaction of the City of Shawnee.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the City agrees to pay for the work at the price stipulated in the Proposal, such payment to be in lawful money of the United States and the payment shall be made at the time and in the manner set forth in the Specifications.

The City’s cost of this project is estimated to be: _____

The Contractor agrees, for the consideration above expressed, to begin work on the date designated by the Engineer. Time is of the essence of this Contract. The Contract time and rates of liquidated damages applicable to this Contract are set forth in contract provisions which are part of this Contract.

It is further agreed that the Contractor shall execute and file good and sufficient performance, defect, and statutory bond with the City of Shawnee as required by law, and that said contractor shall comply with the Oklahoma Workmen’s Compensation Law and shall file a Certificate of Workman’s Compensation Insurance, then he shall file with the City of Shawnee a copy of the order authorizing him to carry his own insurance.

In Witness Whereof, the Mayor, City of Shawnee, or his authorized designee, pursuant to an award of contract made by or under the direction of the City of Shawnee and pursuant to City vested in him by the City of Shawnee, has hereunto subscribed his name, and the said Contractor has properly executed the same. Signed, sealed and delivered at Shawnee, Oklahoma, the day and year first set forth.

Contract (Page 2 of 2)

Approved as to form:

By: _____
Mayor – City of Shawnee Date

By: _____
Authorized Signing Member Date

Secretary of Corporation

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }

}SS.

COUNTY OF _____ }

This instrument was acknowledged before me on the ____ day of _____, 20____.

Notary Public

(SEAL)

My commission expires: _____

Contract Affidavit Sample

(Do not complete)

STATE OF OKLAHOMA }

}SS.

COUNTY OF _____}

_____, of lawful age, being first duly sworn, on oath says:

1. (S)He is the duly authorized agent of _____, the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (S)He is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
3. Neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

(Signature of Affiant)

(Name & Title)

This instrument was acknowledged before me on the ____ day of _____, 20____.

Notary Public

(SEAL)

My commission expires: _____

Authorization for Waiver and Disclosure of Tax Information Sample

(Do not complete)

Pursuant to Title 68 O.S. 1990 Supp., 205 (c)(17), the undersigned contractor hereby gives the Oklahoma Tax Commission expressed permission to provide the City of Shawnee information to determine that the undersigned is in compliance with all applicable tax laws. The Tax Commission is authorized to provide the City of Shawnee a statement reflecting the status of contractor's payment history and any delinquency as it relates to sales, use, franchise, withholding, income and motor fuel taxes.

It is understood that any information provided by the Tax Commission is subject to audit and does not include any reports not yet due or not received as of the date of the Oklahoma Tax Commission signature.

Answer the following questions:

1. Do you have employees subject to income tax withholding? Yes___No___
2. Did you bring material from out of state into Oklahoma? Yes___No___
3. Period of the contract: From_____To_____
4. Have you held previous contracts with the City of Shawnee? Yes___No___
5. FEI Number: _____

The FEI number shall be furnished when the contract documents are signed.

Name of Contractor

Authorized Signature

Street Address

SEAL

City, State, Zip Code

For Official Use Only

Contractor is in Compliance? Yes___No___

OTC Signature

Date

B2024-DR4706OK-731190 Demolition of 702 West Independence

<u>Firm</u>	<u>Email</u>
Sagemill Construction	rance@sgaemill.net
SWCN Planroom	planroom@swcnews.com
ePlan	eplan@eplanbidding.com
Construct Connect	justine.cataylo@constructconnect.com
KT Demolition	kt.demolition@gmail.com
Downey Contracting	dzimbelman@downeycontracting.com
M&M Wrecking	kyle.mason@mmwrecking.com
Total Demolition Services	dylan@totaldemoservices.com
Midwest Wrecking Co.	bryan@midwestwreckingco.com
Wade's Services	jjwoak@icloud.com
K&M Wrecking	leonard@kmwrecking.org ; duane@kmwrecking.org
Stronghold Construction	sam@stronghold.construction
AO Inc	ao_inc@hotmail.com
John Longton	ryan@greenbeltservices.com
Pinney Dozer	jordoncooper@pinneycivil.com
Native Wrecking	casey@nativewrecking.com
Meier and Son Demolition	micameier@gmail.com
Arbor Transport	arbortransport@gmail.com

ADDENDUM NO. 1 TO
NOTICE TO BIDDERS
B2024-DR4706-731190
DEMOLITION OF 702 WEST INDEPENDENCE STREET
ISSUE DATE: FEBRUARY 23, 2024

CALENDAR OF EVENTS

Notice is hereby given that the City of Shawnee has rescheduled the **MANDATORY Pre-Bid Meeting**.

The new date and time for the meeting is **March 4, 2024, at 1:00 P.M.** in the Commission Chambers of the City of Shawnee City Hall at 16 West 9th Street, Shawnee, Oklahoma 74801.

All bidders must acknowledge receipt of Addendum No. 1 on the form provided in the Request for Sealed Bids. Failure to acknowledge receipt of an addendum may be cause for rejection of the bid.

All questions regarding this addendum or the sealed bid request must be submitted in writing or by email to the City of Shawnee, Attention: Asst. City Manager, Danny Vise, Jr. (danny.vise@shawneeok.org) no later than 5:00 p.m. (CST), on March 5, 2024. The City may issue an addendum to the Request for Bids for distribution to all known prospective bidders.

City of Shawnee, Oklahoma

By: Danny D. Vise, Jr
Assistant City Manager



ADDEDNUM #2 TO
B2024-DR4706OK-731190
DEMOLITION OF 702 WEST INDEPENDENCE

This Addendum, where in conflict, shall supersede and take precedence over the original plans and specifications of this Request. This Addendum shall form a part of the Contract Documents. Proposers shall acknowledge receipt of this Addendum by notating the attached Addendum Acknowledgement Form and including a copy of said form in their proposal submission. This Addendum shall revise the Request for Qualifications as follows:

Page 23, otherwise known as Attachment A, is removed in its entirety and replaced with page 2 of this addendum.

Attachment A: Map
702 West Independence St





ADDEDNUM #3 TO
B2024-DR4706OK-731190
DEMOLITION OF 702 WEST INDEPENDENCE

This Addendum, where in conflict, shall supersede and take precedence over the original plans and specifications of this Request. This Addendum shall form a part of the Contract Documents. Proposers shall acknowledge receipt of this Addendum by notating the attached Addendum Acknowledgement Form and including a copy of said form in their proposal submission. This Addendum shall revise the Request for Sealed Bids as follows:

Section 1. Page one (1) is amended to state that “Sealed Bids are Due March 13, 2024.”

Section 2. The Calendar of Events found on page 4 is amended as follows:

CALENDAR OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If the City of Shawnee determines, in its sole discretion, that it is necessary to change any of the dates and times, it will issue an Addendum to this Request. All listed times are applicable local times for Shawnee, Oklahoma.

<u>Date/Time</u>	<u>Action</u>
February 17, 2024	Advertising of Request for Sealed Bids
February 24, 2024	Advertising of Request for Sealed Bids
March 4, 2024 at 1 p.m.	MANDATORY Pre-Bid Meeting
March 8, 2024 at 5 p.m.	Last Day to Submit Questions
March 13, 2024 at 2 p.m.	Deadline for Submittals
March 13, 2024 at 2:15 p.m.	Bid Opening
March 18, 2024	Anticipated Award of Contract

Section 3. Section 2.1.1 on page six (6) is amended as follows:

City of Shawnee
Attn: City Clerk
16 West 9th Street
Shawnee, Oklahoma 74801

Clearly Marked on Outside Envelope
B2024-4706OK-731190 DEMOLITION OF 702 WEST INDEPENDENCE
Due Date: March 13, 2024, at 2:00 p.m. Central



ADDEDNUM #4 TO
B2024-DR4706OK-731190
DEMOLITION OF 702 WEST INDEPENDENCE

This Addendum, where in conflict, shall supersede and take precedence over the original plans and specifications of this Request. This Addendum shall form a part of the Contract Documents. Proposers shall acknowledge receipt of this Addendum by notating the attached Addendum Acknowledgement Form and including a copy of said form in their proposal submission. This Addendum shall revise the Request for Sealed Bids as follows:

Section 1. Questions and Answers from the MANDATORY Pre-Bid Meeting, held Monday, March 4, 2024, at 1p.

Q1: Will the aircraft housed in the hangars be removed prior to demolition.

A1: Yes, all personal property will be removed prior to issuing a Notice to Proceed. Any property remaining in the facilities should be removed as part of the demolition and materials removal process.

Q2: Will the City of Shawnee require permits for the work?

A2: Yes, permits are required, though the City will waive permit fees. Applications for permits may be obtained from the City of Shawnee's Building Inspections Division at 222 North Broadway Ave, Shawnee, OK 74801 or online through the City of Shawnee's website at:

https://www.shawneeok.org/government/departments/engineering_streets/applications-permits-inspections.php

Q3: Are there any asbestos or other hazardous materials in the facilities slated for demolition?

A3: The City is conducting a survey of the facilities and will make the results known through an addendum. The only facility in question is Hangar 16.

Q4: Are there any rules or regulations from the FAA or other sources related to fencing or controls?

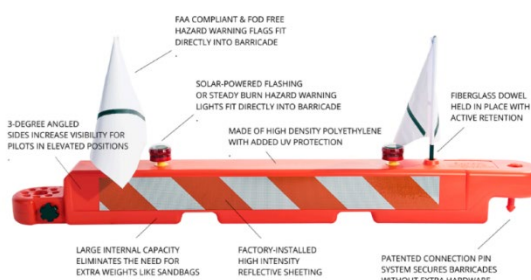
A4: There are no specific rules or regulations regarding the means and methods used to control debris. Per the bid documents, it is the contractor's responsibility to control debris to prevent a hazard to aircraft.

Q5: Will the City be adjusting the Bid Submission date?

A5: It is likely that the Bid Deadline will be amended based on the need to clarify certain items of work. Any adjustments to dates will be made through published Addenda.

Q6: Are there any specifications for "low profile" barricades?

A6: Please see sample image.



Q7: Will the deadline for questions be adjusted to allow more time?

A7: Yes. A new date will be provided through a published Addendum.

Q8: What are the square footage measurements of the facilities.

A8: Shawnee Regional Airport Terminal – 4,095 square feet; Hangar 16 – 14,178 square feet; 200 Series T-Hangars – 19,200 square feet; 702 West Independence Street – 7,200 square feet

Q9: Does the City have a public use location for concrete and other debris?

A9: No.

Q10: The Bid Alternates call for demolition and refill of foundations. Are there any measurements or specifications on the existing foundations to rely on when preparing a cost estimate?

A10: It has not yet been determined if the foundations will be removed, and what if any fill will be requested. A final answer will be provided via an Addendum.

Q11: Does the City have an anticipated start date for the work?

A11: No. If the dates for submission of bids is moved, the date of expected Notice to Proceed will adjust accordingly.

Q12: What is the allowable duration for the completion of work following Notice to Proceed?

A12: Each facility will be addressed under a separate contract with separate Notices to Proceed and allowable terms for completion. The specific allocation of time for each is as follows: Shawnee Regional Airport Terminal – 90 calendar days; Hangar 16 – 90 calendar days; 200 Series T-Hangars – 90 calendar days; 702 West Independence Street – 60 calendar days

Q13: Will there be any restrictions on equipment height (e.g. cranes for demolition)?

A13: Yes. The contractor will be required to file with the FAA for authorization to use a crane. Airport staff will assist with this requirement.

Q14: Does the City require a bond for demolition contractors?

A14: In addition to the bond requirements included in the information for bidders, there is a requirement for contractors to have a license and a bond for demolition services.

Q15: Are a license and bond from the City required to conduct the work?

A15: Yes, both are required to provide the services, but they are not required to submit a bid.

Q16: If it is determined that that the foundations will be demolished will the demolition be limited to the existing building footprints?

A16: When a final plan for removal of foundations is determined, details regarding the total square footage will be provided.

Q17: Will the use of track equipment be authorized and will rubber tires or tracks be required?

A17: Contractors are responsible for any damage to haul routes and work areas. Track equipment may be used if these areas are protected.

Section2. Questions and Answers that were submitted to the City as described in the Request for Sealed Bid Documents.

Q1: Page 5 Section 1, 1.10. Bid documents state suitable fence for 702 West Independence Street. Question is will the Orange 5 ft Safety fence work?

A1: Yes.

Q2: Page 5 Section 1, 1.11 Bid documents state all debris shall be taken to a certified landfill. Question can we recycle the building for future use?

A2: Yes, materials can be recycled, however, the material will be treated the same as debris, we must see the material move from cradle to grave, so it must go to a certified recycling center and the quantities must be documented.

Q3: Page 28 Cost Sheet, Alternate 1 Slab and Footing structural removal. Question can we recycle the slab and footing material removed?

A3: Yes, materials can be recycled, however, the material will be treated the same as debris, we must see the material move from cradle to grave, so it must go to a certified recycling center and the quantities must be documented.

Q4: Page 28 Cost Sheet. Alternate 2 Refill slab and footing material to grade and re-grade. Question is what type of fill material is required? (such as), limestone rock, compacted select material, or fill material without a density test?

A4: Select borrow, Section 705 of ODOT 2019 Standard Specifications for Highway Construction

Q5: To work in the City of Shawnee, you must have a Contractor's license, per Contractor Registration form I found online. License fees are no problem, but it says \$2,000.00 Surety Bond if applicable. How do I know if it is applicable to us or not?

A5: In Article XIII, Section 7-615 of the Shawnee Code of Ordinances it outlines the surety bond requirements as follows:

Sec. 7-615. Surety bond.

Every person licensed under this article shall file with the city manager or designee a bond in an amount as described in the city fee schedule, with sureties to be approved by the city manager or designee. Such bond shall be payable to the city and shall be conditioned that:

- (1) The principal will at all times do all demolition work and associated work, including, but not limited to, the removal of all debris and the transportation and deposit thereof, strictly in accordance with this article;
- (2) All work will be done in a good and workmanlike manner;
- (3) The city shall be fully indemnified and held harmless from any cost, expense, damages to real or personal property or personal injury done to any person or property in the conduct of such work; and
- (4) The licensee shall cause all streets, alleys and sidewalks that have been damaged in any manner to be repaired and put in the same condition as they were before the work was done.

Q6: Also can this Contractor's license be purchased after our bid for a project is accepted?

A6: The license can be purchased after award.

Q7: Same with Demolition Permit, do I apply for that after our bid is accepted?

A7: The permit would be applied for after award.

Q8: Willard mentioned a \$10,000 dollar demo Bond. Is this bond amount in addition to the bonds required for the projects that we are bidding?

A8: The bond discussed during the meeting was the Surety bond mentioned above in Question 5.

Section 3. The Cost Sheet is deleted in its entirety and replaced with the following page (4) of this Addendum:

Cost Sheet

Base Bid

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
1	1	LSUM	Building Demolition and Debris Removal

Unit Price: _____

Total Price: _____

(Dollars per unit written) _____ Dollars

Alternate #1

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
2	156	Cubic Yard	Slab and Footing Structural Removal

Unit Price: _____

Total Price: _____

(Dollars per unit written) _____ Dollars

Alternate #2

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
3	156	Cubic Yard	Refill slab and footing removal to grade and re-grade

Unit Price: _____

Total Price: _____

(Dollars per unit written) _____ Dollars

Estimate quantities are provided for reference and are not guaranteed. Unit price shall include all fees and costs associated with pay item. Given the nature of the facilities it is impossible to know the exact quantities.

Bid Tabulation for B2024-DR4706OK-731190
702 West Independence

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate #1</u>	<u>Alternate #2</u>	<u>Combined Total</u>
Native Wrecking	\$ 35,310.00	\$ 8,400.00	\$ 5,110.00	\$ 48,820.00
K&M Wrecking	\$ 20,050.00	\$ 5,616.00	\$ 6,864.00	\$ 32,530.00
M&M Wrecking	\$ 11,920.00	\$ 7,990.00	\$ 8,620.00	\$ 28,530.00
RMR Demolition	\$ 30,000.00	\$ 19,968.00	\$ 12,012.00	\$ 61,980.00



Finance Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: March 18, 2024
To: City Commission
From: Lindsey McNabb-Fox, Finance Director
Subject: March 2024 Sales and Use Tax Deposit

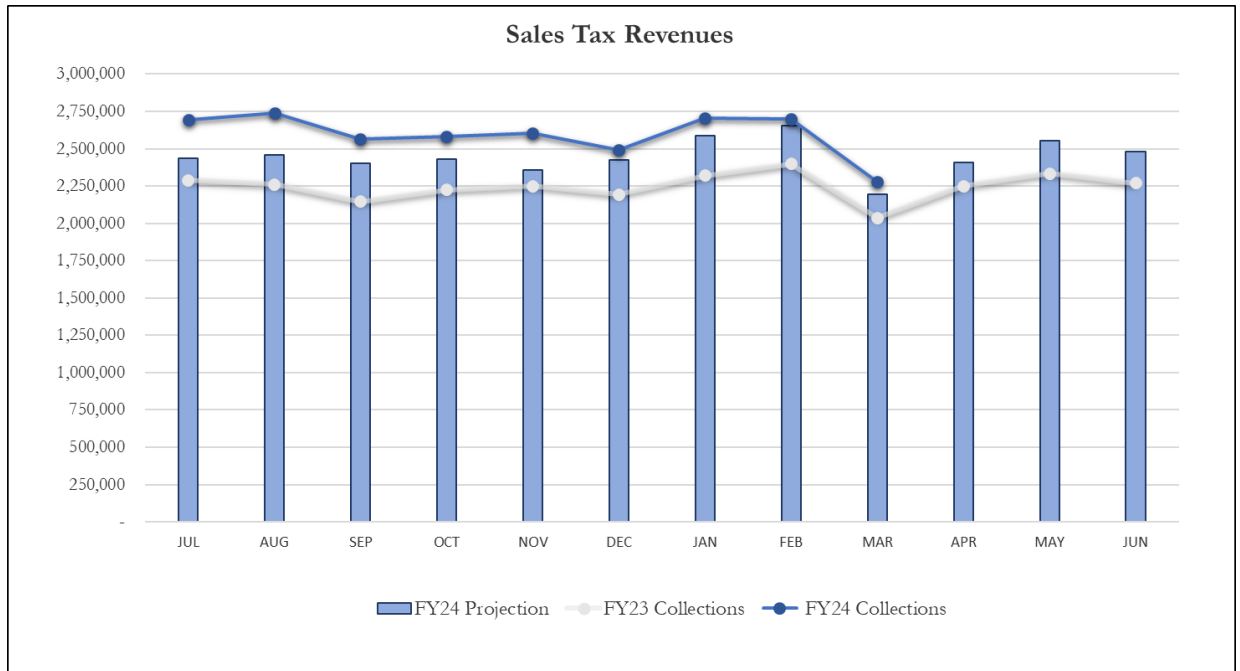
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in March consists of February estimates and January final reported collections. Any taxes collected for months prior to January will include accrued late penalties and interest.

- Sales Tax Collection Allocated by Fund - The March sales tax deposit was \$2,277,054.85 including interest of \$3,249.42, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,138,527.43
2018 Capital Improvements Fund	284,631.86
Capital Improvements Fund	220,589.69
Street Improvements Fund	249,052.87
Economic Development Fund	28,463.19
Police Sales Tax Fund	35,578.98
Fire Sales Tax Fund	35,578.98
2023 Capital Improvements Fund	284,631.86
Total Sales Taxes Collected	<u>\$ 2,277,054.85</u>

- Finance Department Report - Sales and use tax collections totaled \$2,614,560.23 for March 2024. Sales tax projections are based on an average of the most recent three years of sales tax history. For the year, sales tax collections are up \$1,424,224 or 6.5%, over the projected budget year-to-date, across 8 funds. Use tax collections are up \$646,501 or 23.4%, above the projected budget year-to-date.

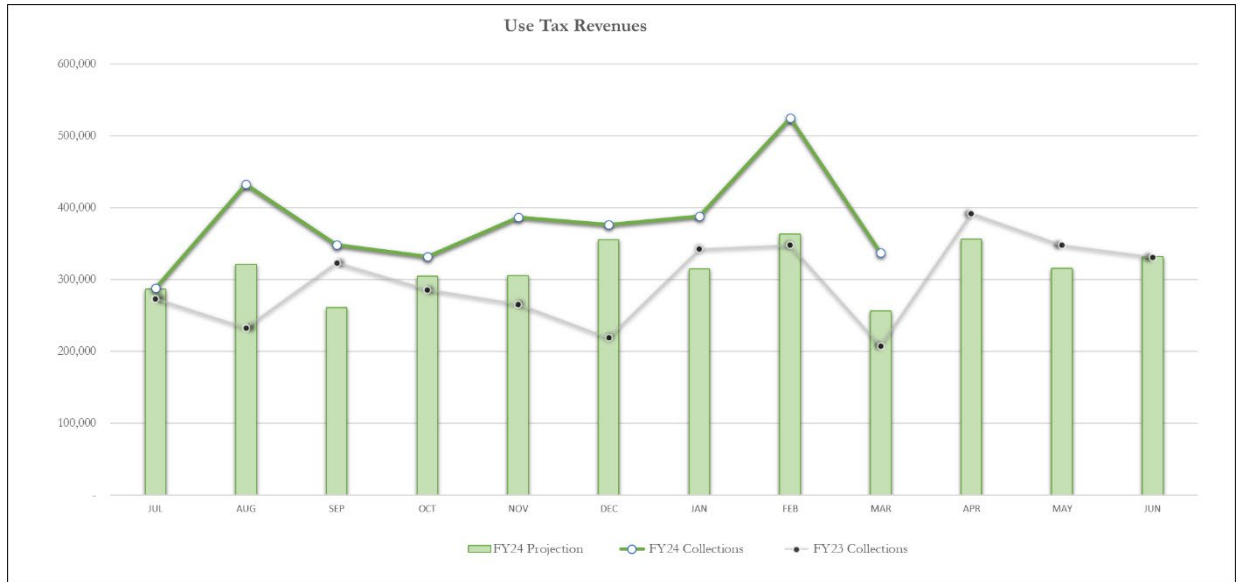
○ Fiscal Year 2024 Sales Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance	
Sales Tax Receipts - March 2024	\$ 2,192,248	\$ 2,277,055	\$ 84,806	3.87%	
Sales Tax Receipts (year-to-date):	\$ 21,935,583	\$ 23,359,807	\$ 1,424,224	6.49%	
					% Variance w/ Rate Normalization
	March 2023	March 2024	Amount Variance	Percentage Variance	
Sales Tax Receipts (vs Prior Year):	\$ 2,037,034	\$ 2,277,055	\$ 240,021	11.78%	-2.19%
					% Variance w/ Rate Normalization
	Year To Date FY 2023	Year To Date FY 2024	Amount Variance	Percentage Variance	
Sales Tax Receipts (vs Prior Year):	\$ 20,110,401	\$ 23,359,807	\$ 3,249,406	16.16%	1.64%

* City's Sales & Use Tax Rate increased from 3.5% to 4% effective April 1, 2023. The table above shows a “% Variance with Rate Normalization” to compare the change in actual tax collections by removing the 0.5% rate increase.

○ Fiscal Year 2024 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance	
Use Tax Receipts (Mar 2024):	\$ 255,854	\$ 337,505	\$ 81,652	31.91%	
Use Tax Receipts (year-to-date):	\$ 2,766,777	\$ 3,413,278	\$ 646,501	23.37%	

	Mar 2023	Mar 2024	Amount Variance	Percentage Variance	% Variance w/ Rate Normalization
Use Tax Receipts (vs Prior Year):	\$ 207,587	\$ 337,505	\$ 129,918	62.58%	42.26%

	Year To Date FY 2023	Year To Date FY 2024	Amount Variance	Percentage Variance	% Variance w/ Rate Normalization
Use Tax Receipts (vs Prior Year):	\$ 2,495,279	\$ 3,413,278	\$ 917,998	36.79%	19.69%

* City's Sales & Use Tax Rate increased from 3.5% to 4% effective April 1, 2023. The table above shows a “% Variance with Rate Normalization” to compare the change in actual tax collections by removing the 0.5% rate increase.

○ Fiscal Year 2024 – General Fund Sales & Use Tax – Above Projections:

General Fund Projections (year-to-date)

Sales Tax Above/(Below) Projections: \$ 710,799

Use Tax Above/(Below) Projections: \$ 646,501

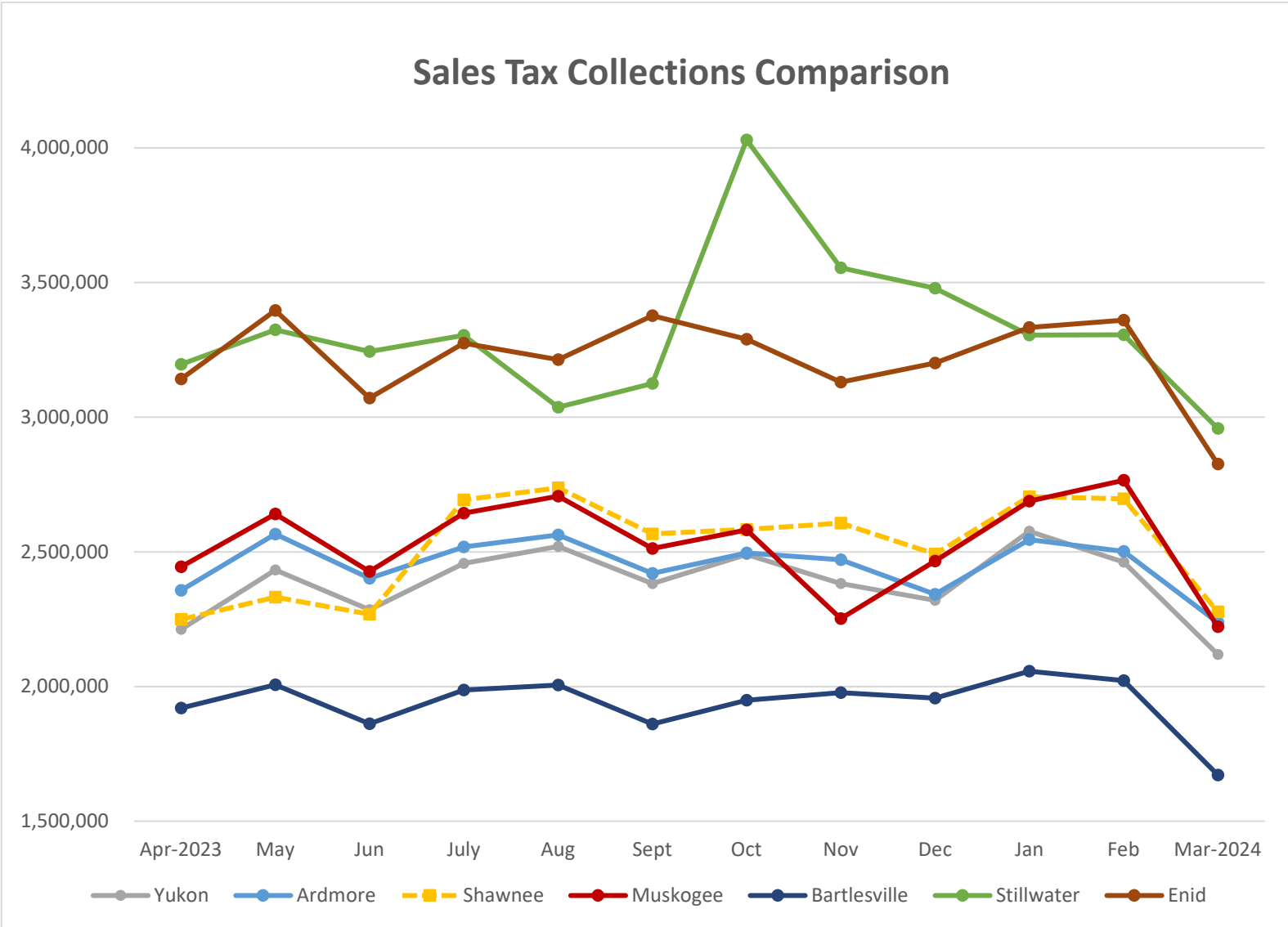
Appropriated:

IUPA Pay plan adj - 12/18/23 (58,700)

Rebate Agreement - 1/16/24 (47,000)

Total Appropriated \$ (105,700)

Total Unappropriated: \$ 1,251,600



	Yukon	Ardmore	Shawnee	Muskogee	Bartlesville	Stillwater	Enid
Population	23,630	24,725	31,377	36,878	37,290	48,394	51,308
City Tax Rate	4.00%	3.75%	4.00%	4.00%	3.40%	3.63%	4.25%
State Rank by Total Collections (Prior Year)	14	13	15	12	16	11	10

How to Navigate the City of Shawnee's Online Budget to Actuals

This year, the City of Shawnee implemented OpenGov which allows for an interactive experience with the city's budget. The Budget to Actuals report is laid out in four sections: Revenue vs Expenditure Summary YTD, Revenue by Source, Breakdown by Account Group, and Breakdown by Department.

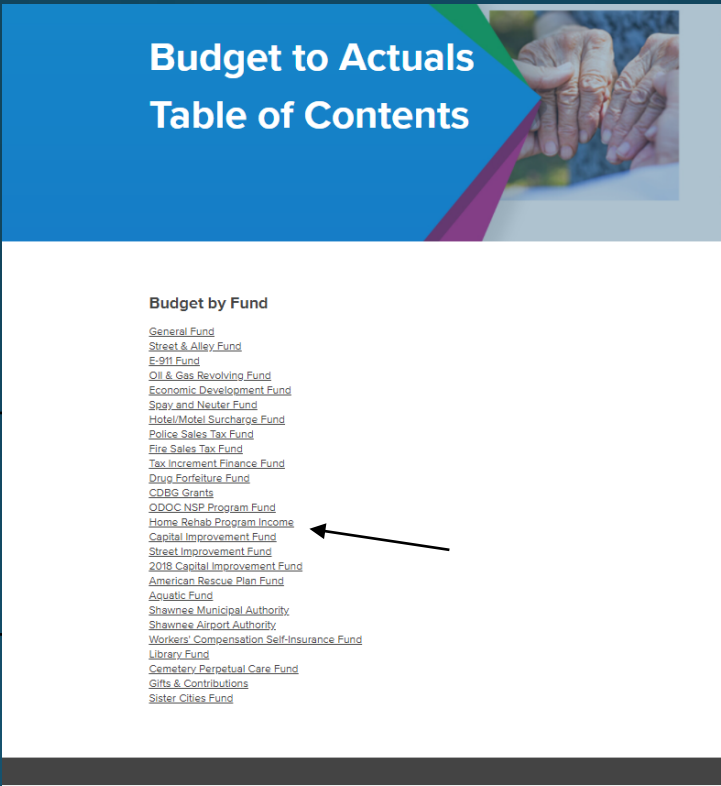
Please Note: *OpenGov works best with Google Chrome.*

Table of Contents

The link below will take you to the City of Shawnee Online Budget to Actuals.

<https://stories.opengov.com/shawneeok/published/u84NCy36R>

The first thing which appears is the Table of Contents. This page contains links to each fund. You may look at the desired budget by clicking on the hyperlink.

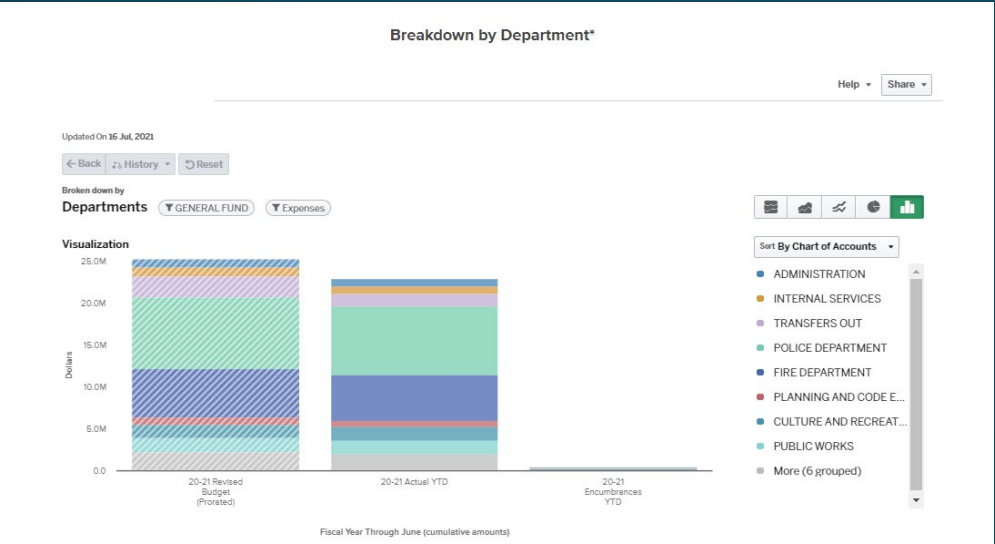


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

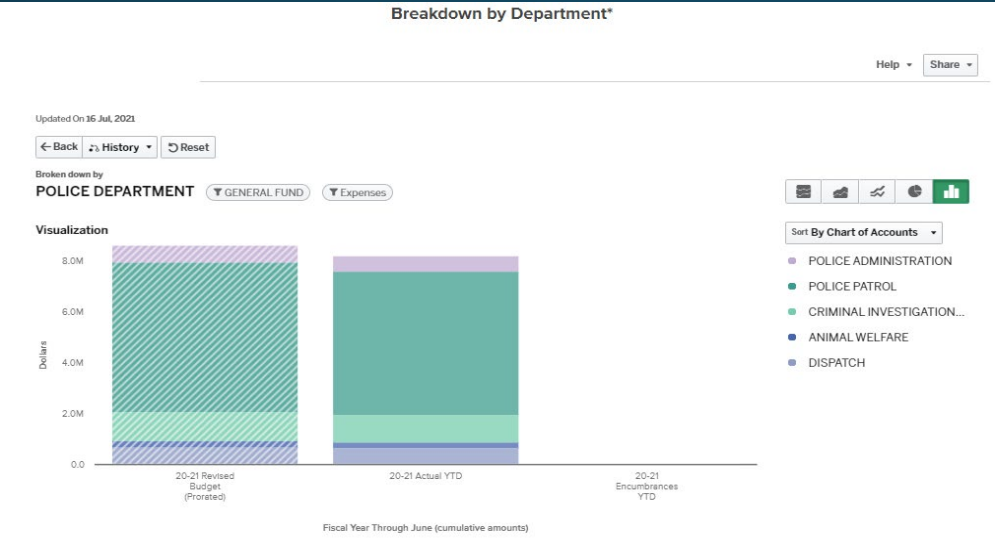
Drill-Down Capabilities

Certain graphs are dynamic and can be used to drill-down. For example, the General Fund Breakdown by Department can be limited to certain divisions. This is done by clicking on the portion of the graph which is of interest.

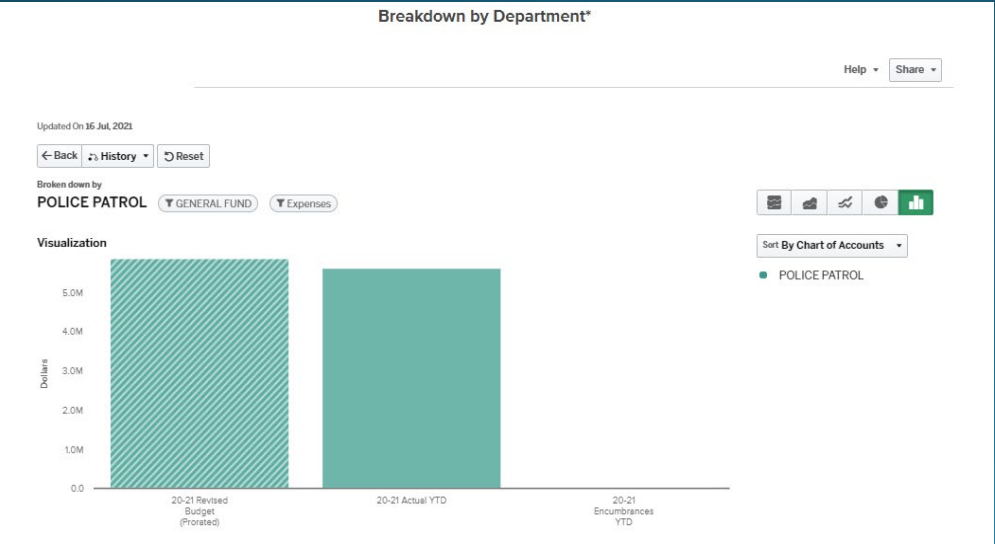
Initial View



Department Level

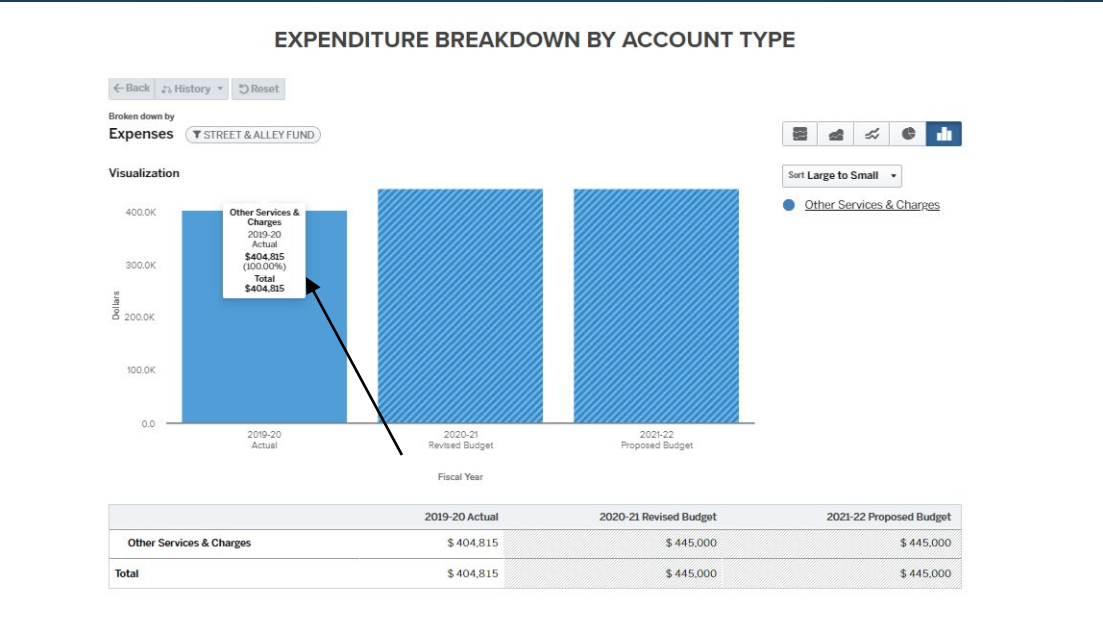


Division Level



Hovering to View Numbers

Hovering over each portion of a bar graph will show you the amount of a particular item.

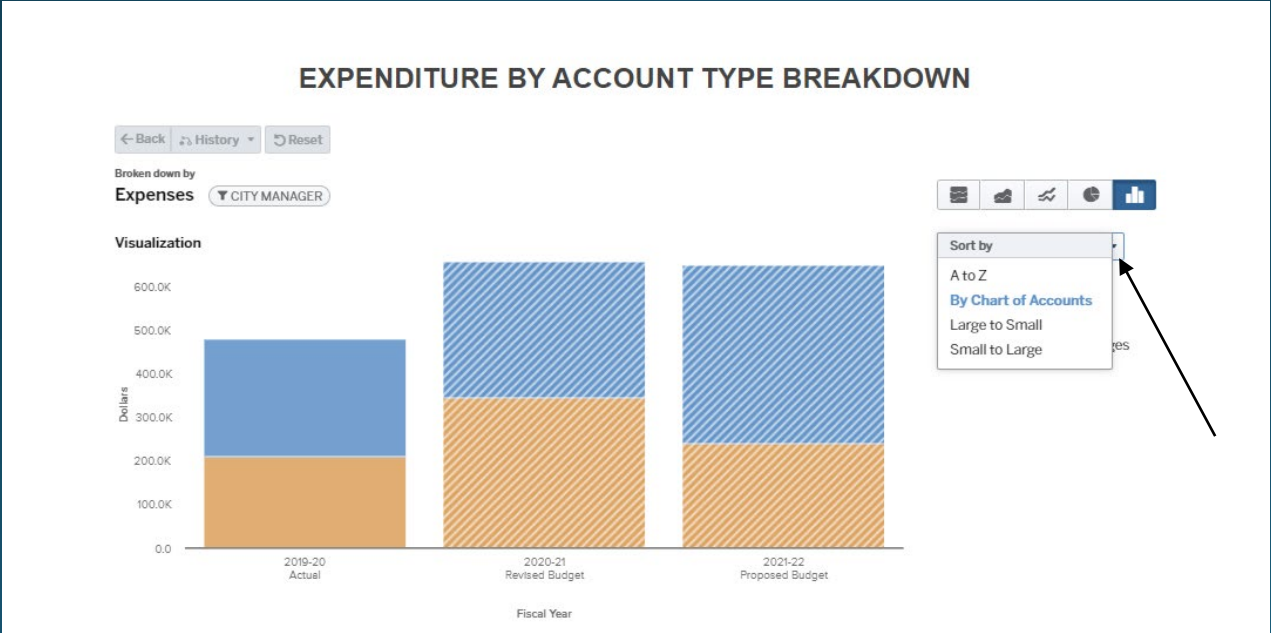


Sorting

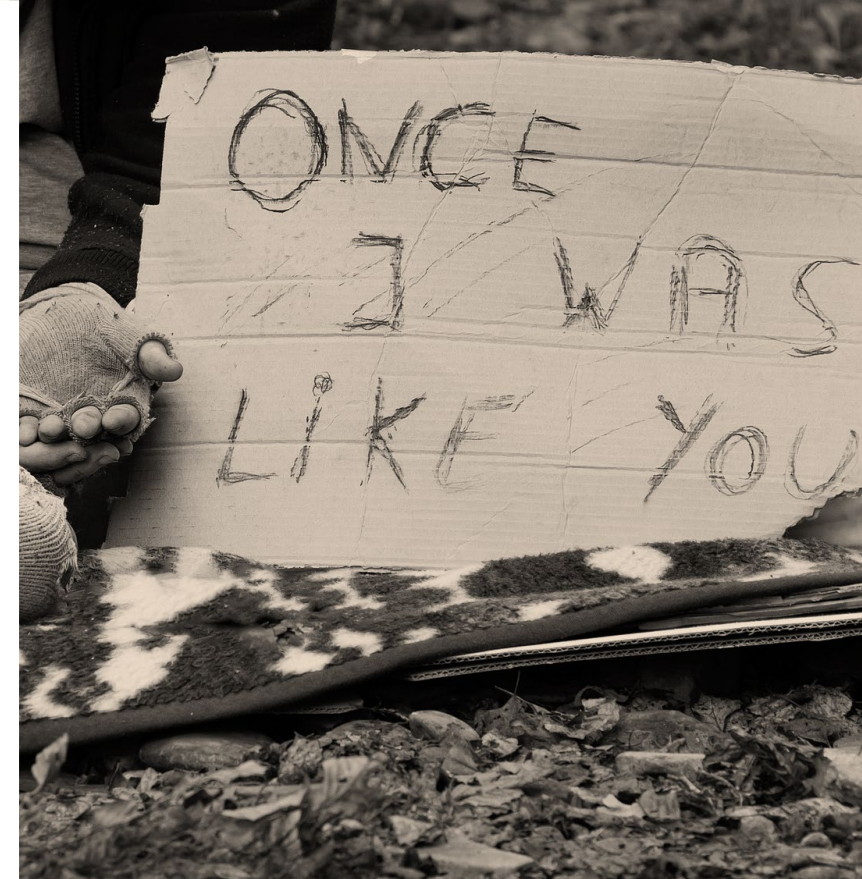
Graphs may be sorted four ways:

- A to Z
- Chart of Accounts
- Smallest to Largest
- Largest to Smallest

To use this feature, please use the Sort By dropdown on the top right-hand corner of the graph.



Please Note: OpenGov information updates daily with current accounting records, and therefore, is subject to change if viewed subsequent to the original presentation date.



2024 Homeless Point-in-Time Count

March 18, 2024 – Administrative Report

Rian Harkins, Community Development Director



Point-in-Time (PIT) Count

- Each year, CoCs across the nation conduct a PIT count during the last 10 days of January
- PIT count captures sheltered & unsheltered people experiencing homelessness
- U.S. HUD requires PIT and Housing Inventory Counts (HIC) of funding recipients

2024 Shawnee PIT Count

PIT count conducted
January 26, 2023

150 total
which U.S. HUD
factors by “4” to
600

PIT count conducted
January 25, 2024

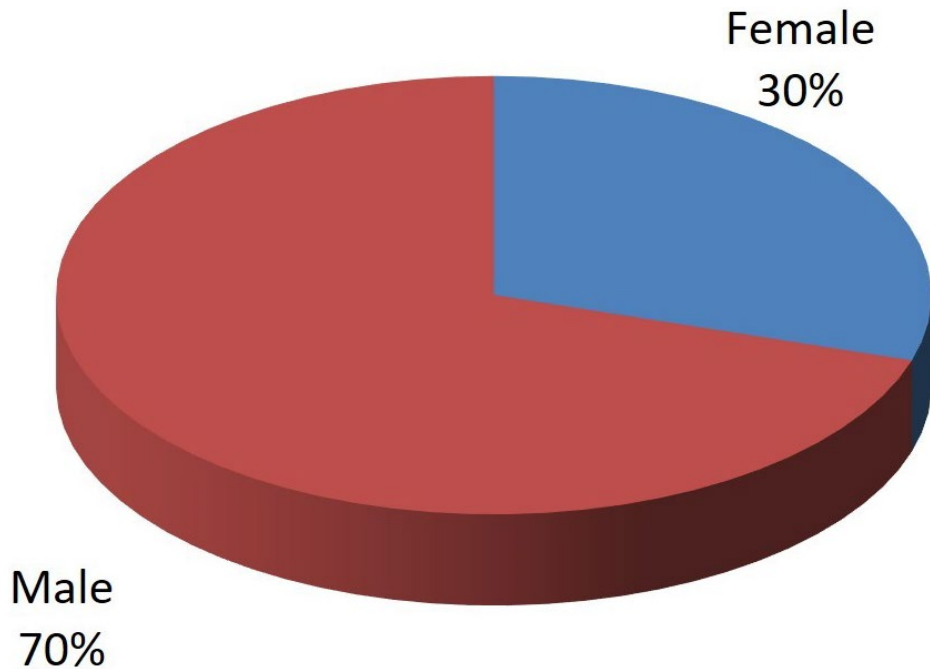
137 total
which U.S. HUD
factors by “4” to
548



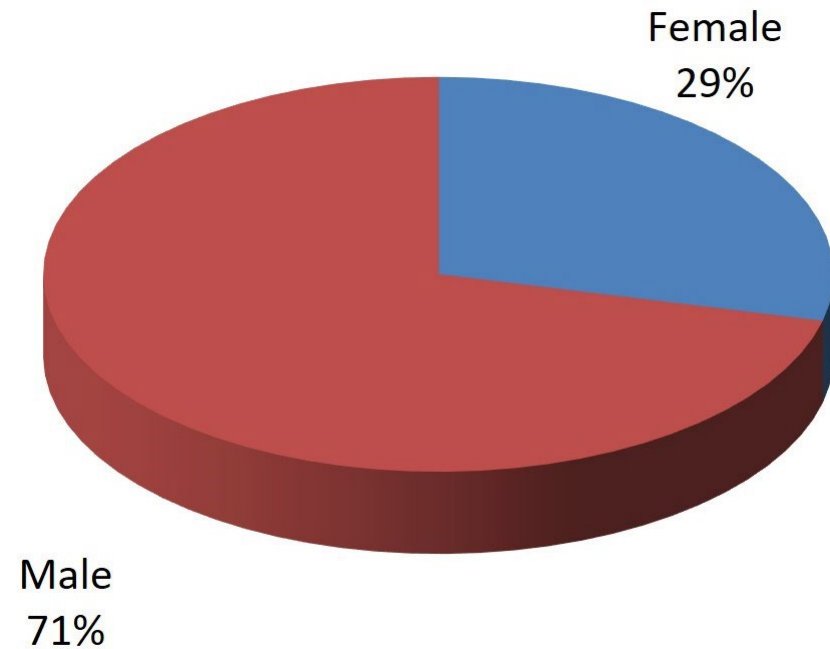
8.6%

Shawnee Homeless Population

2023

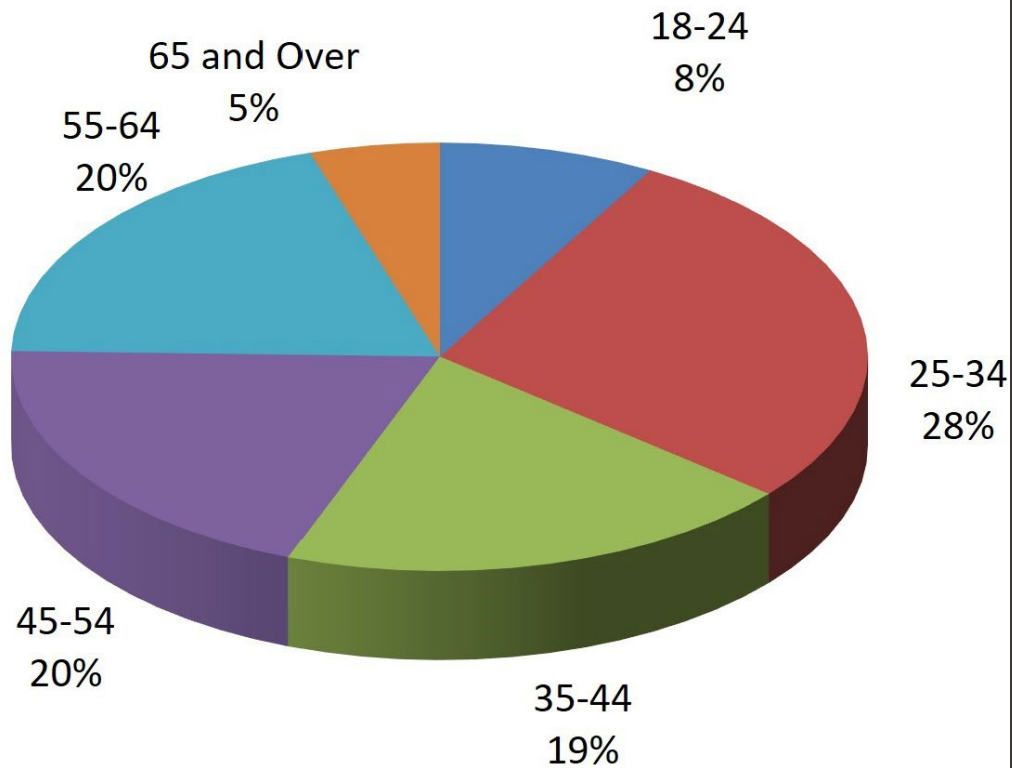


2024

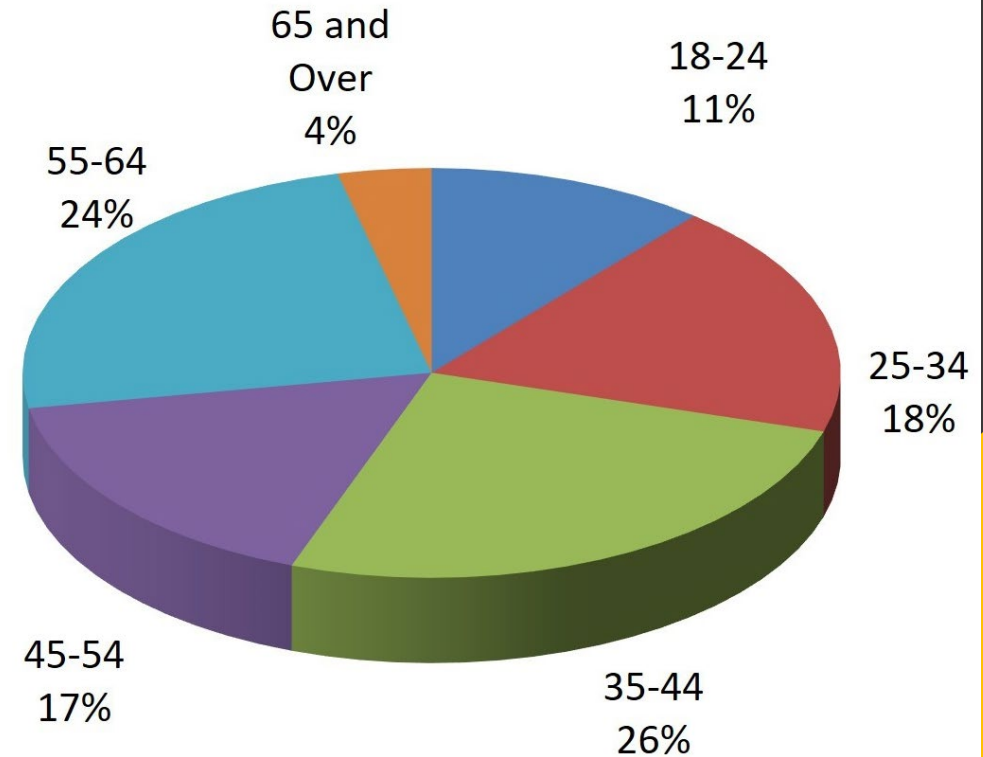


Shawnee Homeless Population

PIT Count Age 2023

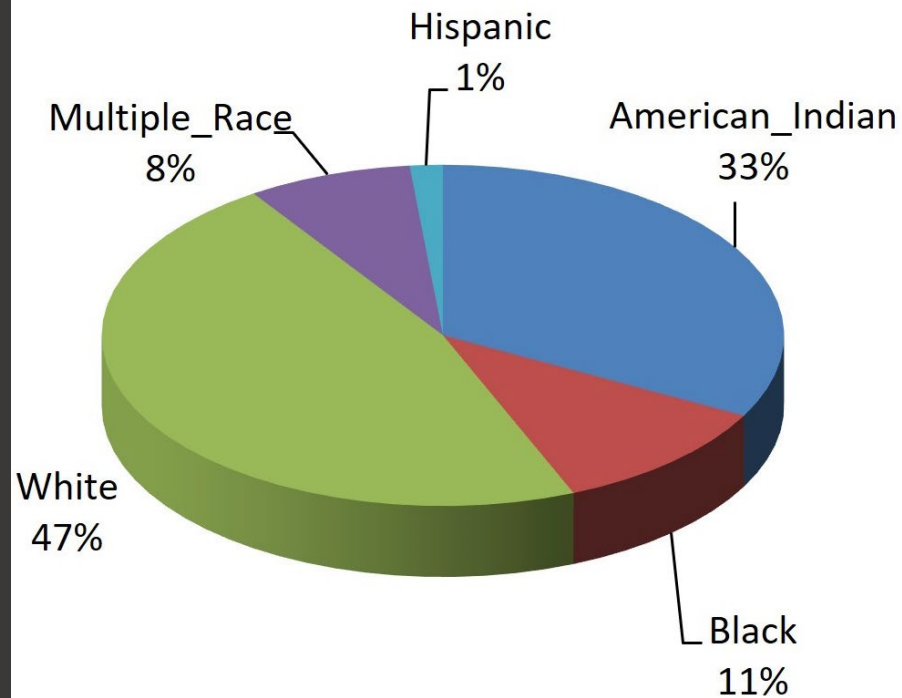


PIT Count Age 2024

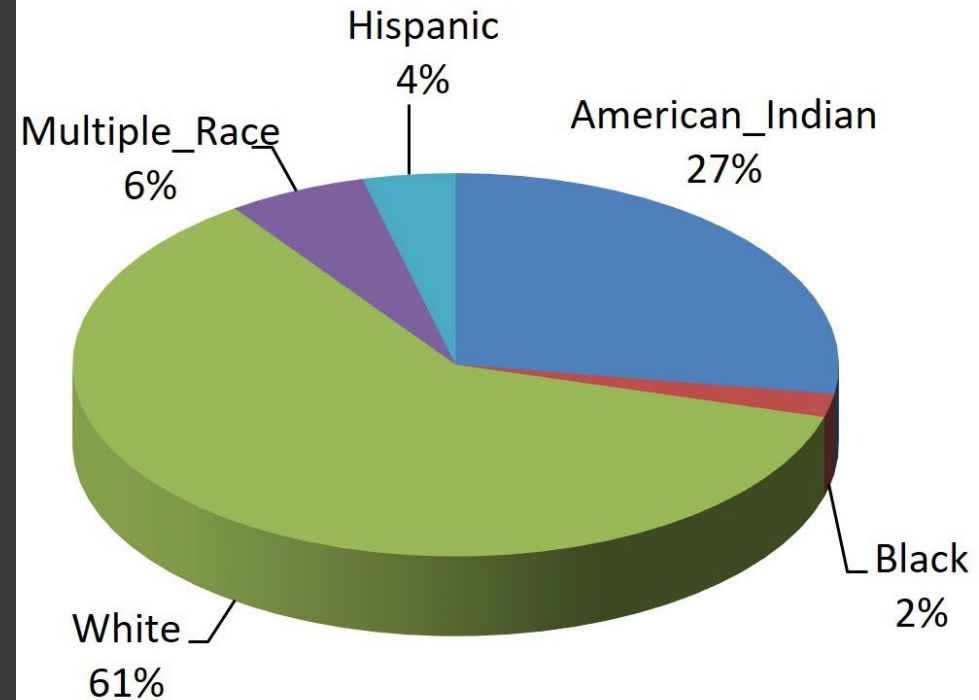


Shawnee Homeless Population

PIT Count Race 2023



PIT Count Race 2024



Homeless Program City Resources

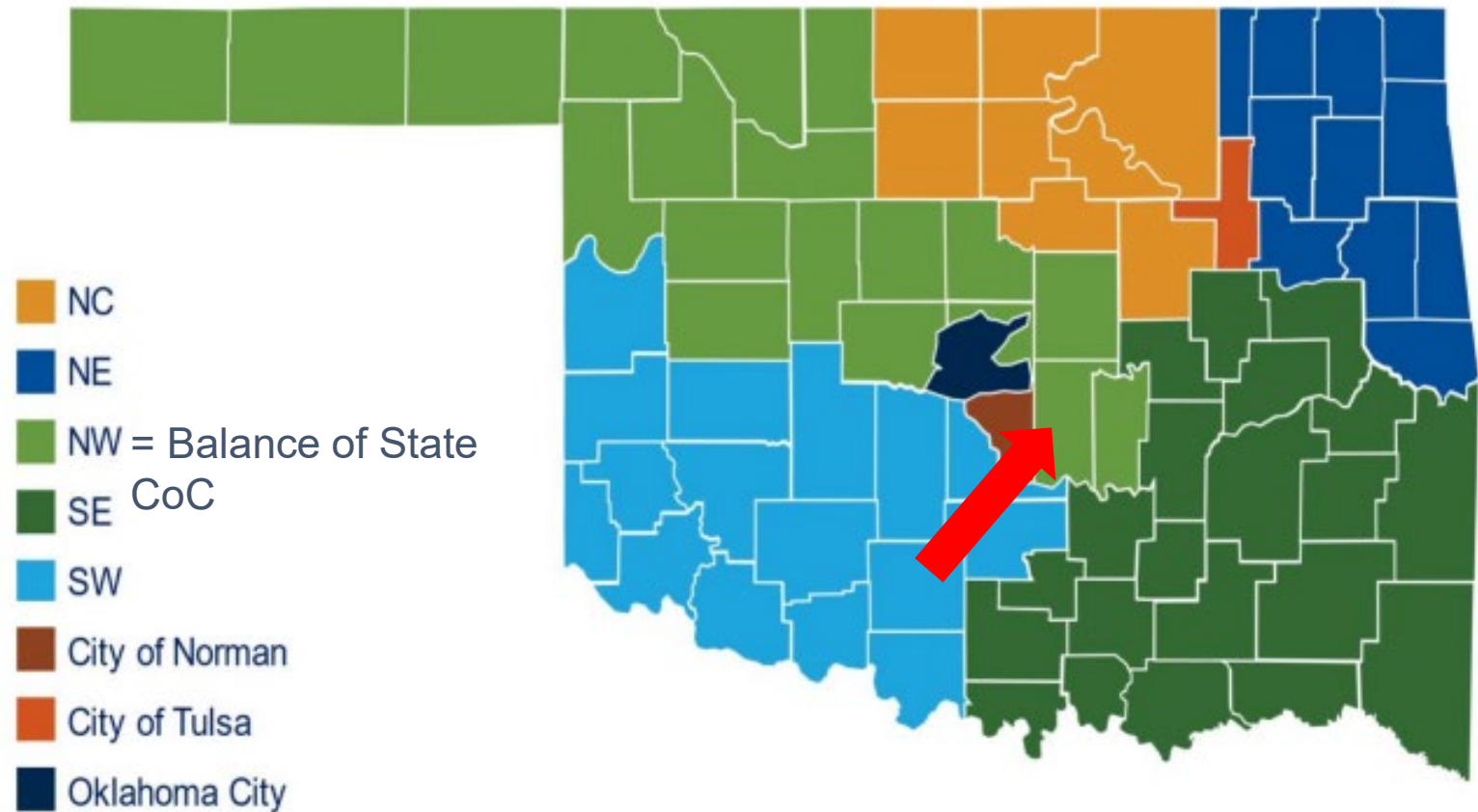
- One full-time, **City-funded** Homeless Program Coordinator
- Varying number of unpaid interns and volunteers



OK Continuums of Care (CoC)

Shawnee
belongs to
the “Balance
of State CoC”

Oklahoma Continuum of Care



Shawnee Continuum of Care



- Local collective planning body
- Collaborative, structural, and strategic approach
- Coordinates housing and services

City Commission Questions





Housing Infill Palette

Rian Harkins, Community Development Director

March 18, 2024



Project Basics

Many smaller lots, especially in the southern half of the community.

- Identified in the UDC Focus Groups.
- Also noted during Love Your Block discussions.
- Unable to build without multiple lots purchased.

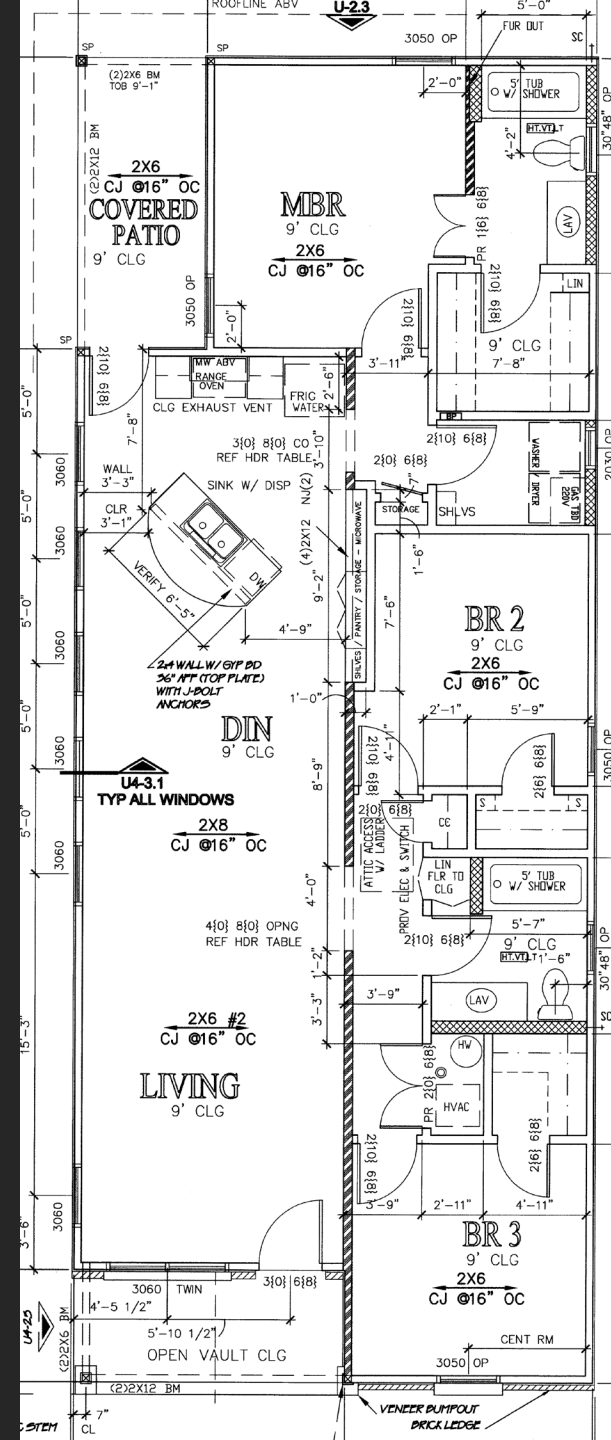
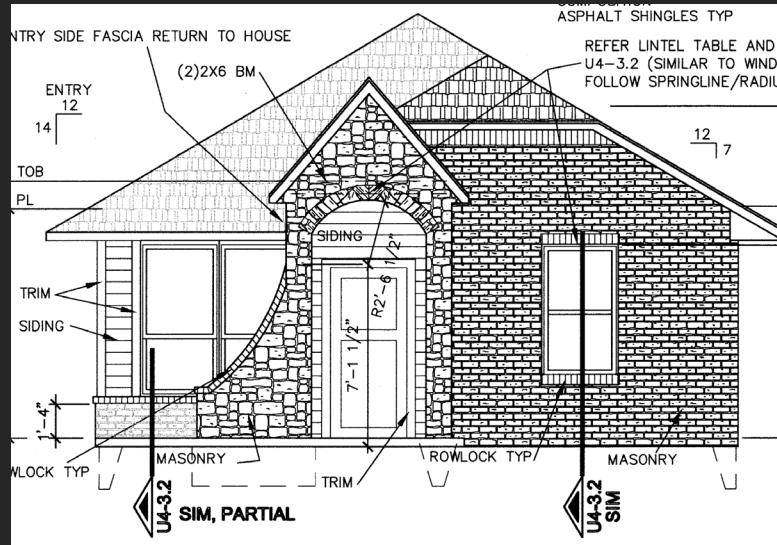
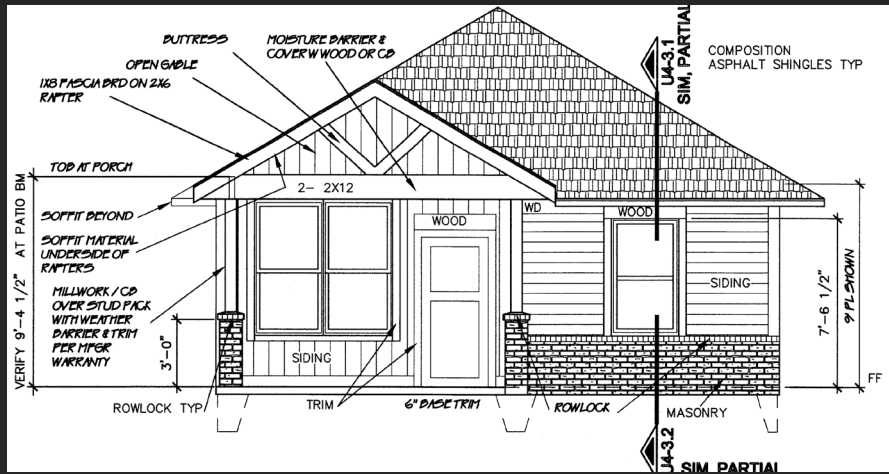
Consultant contract (Funding from the CD Operating Budget).

Plans developed over that last 11 months.

- 1 Bed/1 Bath
- 940 sq. feet
- Fits on a lot 25 feet wide

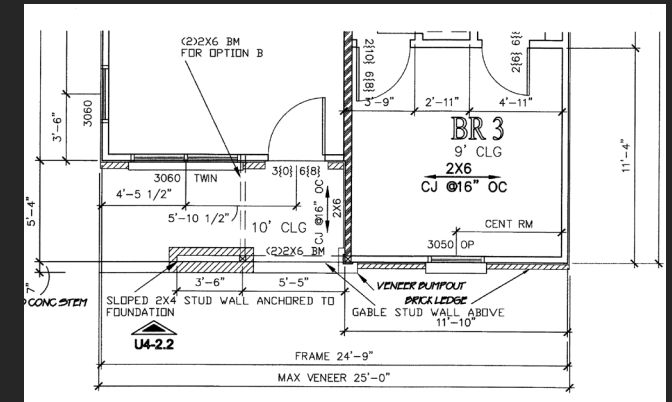
- 1 Bed/1 Bath
- 940 sq. feet
- Fits on a lot 25 feet wide





Floor Plan 4

- 3 Bed/2 Bath
- 1,435 sq. ft.
- Fits on a 25' wide lot



- 3 Bed/2 Bath
- 1,475 sq. ft.





Next Steps

- Finalize Waiver
- Post on City's Website
- Begin use on April 1, 2024



Thank you! Questions?

