

SPECIAL CALL

AGENDA
BOARD OF CITY COMMISSIONERS
SEPTEMBER 29, 2023 AT 12:30 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. Acknowledgment of the resignation of Ward 3 Commissioner Travis Flood, effective September 26, 2023 (*no motion necessary*).
2. Consideration of a resolution of the City of Shawnee authorizing the application for an Oklahoma Dam Rehabilitation Grant from the Oklahoma Water Resources Board.
3. Consideration of the purchase of two (2) vehicles from Seth Wadley Ford Perry under state contract pricing in the total amount of \$63,414.01.
4. Adjournment

Respectfully submitted,



Lisa Lasyone, CMC, City Clerk

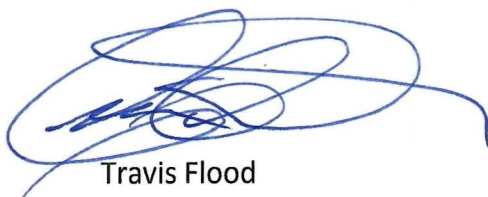
The City of Shawnee encourages participation from its citizens in public meetings. If

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)

To Whom It May Concern:

I Travis Flood Resign my position as Ward 3 City Commissioner effective immediately.
September-26-2023

Thank you.

A handwritten signature in blue ink, appearing to be "Travis Flood", with a large, loopy flourish extending from the end of the signature.

Travis Flood



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

Date: September 29, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of a resolution of the City of Shawnee authorizing the application for an Oklahoma Dam Rehabilitation Grant from the Oklahoma Water Resources Board.

Background: In 2021, the Shawnee Twin Lake Dam #1 received an overall rating of "poor." Following this assessment, City staff, in collaboration with consultant partners, conducted an examination of the dam and subsequently determined that a more comprehensive investigation was needed.

In August of 2023, the City Commission approved an augmented scope of work for the City's consultant, Terracon, to carry out supplementary investigations.

In anticipation of this forthcoming investigative effort, City staff has been in contact with the Oklahoma Water Resources Board (OWRB) to prepare for the subsequent design phase, which will be instrumental in implementing any recommendations stemming from Terracon's investigation. This grant, if received, will provide up to \$1,000,000 in funding for the design phase of the Twin Lake Dam #1 repair project.

Financial Impact: Grant funding of up to \$1,000,000

Attachments: OKDR Authorizing Resolution

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING APPLICATION FOR OKLAHOMA DAM REHABILITATION (OKDR) GRANT FROM THE OKLAHOMA WATER RESOURCES BOARD.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA:

WHEREAS, the following circumstances have made it justifiable to apply for OWRB OKDR grant funds:

A 'poor' rating in Twin Lake Dam #1's annual evaluation; and

WHEREAS, it is in the best interest of the citizens of Shawnee to expedite the preparation and submission of an application for financial assistance from the Oklahoma Water Resources Board in the form of a grant.

NOW, THEREFORE, it is hereby resolved that a situation is hereby recognized and declared to exist in the City of Shawnee, and by reason thereof, the Mayor is hereby authorized and directed to sign an application and related documents necessary to file and process an OKDR grant application with the Oklahoma Water Resources Board on behalf of the above of the City of Shawnee .

PASSED AND APPROVED this ____ day of ____, 2023.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK



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

Date: September 29, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of the purchase of two (2) vehicles from Seth Wadley Ford Perry under state contract pricing in the total amount of \$63,414.01.

Background: The Code Enforcement Department oversees a fleet of multiple vehicles. As documented within the recently approved Capital Improvement Plan (CIP), the Code Enforcement Department is scheduled to acquire an additional vehicle to add to its fleet this fiscal year. Furthermore, an existing vehicle from the Code Enforcement inventory was rendered unusable due to damage sustained during the April Storm, for which the Department received an insurance settlement to partially offset the loss.

In light of this situation, City staff is seeking approval for the procurement of two (2) Ford Ranger trucks at a combined cost of \$63,414.01, utilizing a combination of insurance proceeds and allocated CIP budget. Staff has identified two Ford Ranger trucks currently available at Seth Wadley Ford dealership and has negotiated proposed purchase agreements for both.

Financial Impact: \$63,414.01, Capital Outlay Equipment, Code Enforcement, Inspections, and Permits, 301-0520-54500

Attachments: Seth Wadley Ford_1, Seth Wadley Ford_2

Staff Recommendation: Approval of this item

SETH WADLEY FORD PERRY
520 DELAWARE
PERRY OK 73077

DEAL# 52339
CUST# 80633

RETAIL PURCHASE AGREEMENT

Deal Number: 52339

Purchaser's Name(s): CITY OF SHAWNEE

Date: 08/01/2023

Address: 16 WEST 9TH STREET SHAWNEE OK 74801

County: POTTAWATOMIE

Telephone (1):

Telephone (2):

DOB:

E-Mail: KEVIN.MOORE@SHAWNEEOK.ORG D.L./State I.D.#:

Issuing State: Exp. Date:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2023	MAKE FORD	MODEL RANGER	COLOR OXFORD WHITE	STOCK/TAG NO. PLE32705	
VIN/SERIAL NO. 1FTER1FH5PLE32705		ODOMETER READING ☐ Not Accurate 3	SALESPERSON DERRICK CHILL	INSPECTION STICKER EXP:	
THE VEHICLE IS: ☒ NEW ☐ USED ☐ DEMONSTRATOR ☐ PRIOR LEASE ☐ RENTAL ☐ FACTORY EXECUTIVE/OFFICIAL ☐ PROGRAM CAR ☐ OTHER					
UNLESS SPECIFIED BELOW, YOU WILL BE RECEIVING AN ORIGINAL GREEN TITLE TO THE VEHICLE. ☐ REBUILT ☐ SALVAGE ☐ JUNK ☐ OTHER					
WARRANTY STATEMENT			CASH PRICE OF VEHICLE	32456.00	
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside the "Used Vehicle Limited Warranty Applies" is marked below, or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta. ☐ Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.			AUTO PER 12	0.01	
				N/A	
				N/A	
				N/A	
				N/A	
				N/A	
TRADE-IN VEHICLE INFORMATION			REBATES/DISCOUNTS	N/A	
Year: N/A	Make: N/A	Model: N/A	Color: N/A	TOTAL SELLING PRICE	32456.01
VIN/Serial No.: N/A	Odometer Reading: ☐ Not Accurate N/A	Inspection Sticker Exp.:		*PROCESSING FEE	499.00
Trade-In Allowance: N/A	Balance Owed & Lienholder: N/A			N/A	N/A
**The Deposit/Down Payment received from you is not refundable, except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will hold the Vehicle for _____ days. X			SUBTOTAL		32955.01
			PLUS: BALANCE OWED ON TRADE-IN		N/A
			LESS: TRADE-IN ALLOWANCE		N/A
					N/A
*PROCESSING FEE: This Fee is not required by law. It is an optional fee charged by our Dealership to cover our costs for providing administrative and documentary services in connection with this transaction and in carrying out the requirements of all applicable laws including, but not limited to, costs associated with processing applications.					N/A
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS			TOTAL DUE		32955.01
☐ IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION ☐ IF BOX IS MARKED, PLEASE SEE THE SPOT DELIVERY AGREEMENT			**DEPOSIT/DOWN PAYMENT		N/A
					N/A
					N/A
			AMOUNT TO BE FINANCED (See Paragraphs 13 and 16)		32955.01

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement is not binding upon either Dealer or Purchaser(s) until signed and accepted by an Authorized Dealership Representative.

Purchaser

N/A

Accepted by Authorized Dealership Representative

Purchaser

SETH WADLEY FORD PERRY
520 DELAWARE
PERRY OK 73077

DEAL# 52340
CUST# 80633

RETAIL PURCHASE AGREEMENT

Deal Number: **52340**

Purchaser's Name(s): **CITY OF SHAWNEE**

Date: **08/01/2023**

Address: **16 WEST 9TH STREET SHAWNEE OK 74801**

County: **POTTAWATOMIE**

Telephone (1): _____

Telephone (2): _____

DOB: _____

E-Mail: **KEVIN.MOORE@SHAWNEEOK.ORG** D.L./State I.D.#: _____

Issuing State: _____ Exp. Date: _____

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2023	MAKE FORD	MODEL RANGER	COLOR OXFORD WHITE	STOCK/TAG NO. PLE32048	
VIN/SERIAL NO. 1FTER1FH6PLE32048		ODOMETER READING ☐ Not Accurate 3	SALESPERSON	INSPECTION STICKER EXP:	
THE VEHICLE IS: ☒ NEW ☐ USED					
PRIOR USE DISCLOSURE: ☐ DEMONSTRATOR ☐ PRIOR LEASE ☐ RENTAL ☐ FACTORY EXECUTIVE/OFFICIAL ☐ PROGRAM CAR ☐ OTHER					
UNLESS SPECIFIED BELOW, YOU WILL BE RECEIVING AN ORIGINAL GREEN TITLE TO THE VEHICLE. ☐ REBUILT ☐ SALVAGE ☐ JUNK ☐ OTHER					
WARRANTY STATEMENT			CASH PRICE OF VEHICLE	32455.00	
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside the "Used Vehicle Limited Warranty Applies" is marked below, or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, <u>not</u> ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.			AUTO PER 12	0.01	
				N/A	
				N/A	
				N/A	
				N/A	
				N/A	
CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta. ☐ Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.			REBATES/DISCOUNTS	N/A	
			TOTAL SELLING PRICE	32456.01	
			*PROCESSING FEE	499.00	
				N/A	
TRADE-IN VEHICLE INFORMATION				N/A	
Year: N/A	Make: N/A	Model: N/A	Color: N/A	SUBTOTAL	32955.01
VIN/Serial No.: N/A		Odometer Reading: ☐ Not Accurate N/A	Inspection Sticker Exp.:	PLUS: BALANCE OWED ON TRADE-IN	N/A
Trade-In Allowance: N/A		Balance Owed & Lienholder: N/A		LESS: TRADE-IN ALLOWANCE	N/A
**The Deposit/Down Payment received from you is <u>not refundable</u> , except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will hold the Vehicle for _____ days. X		*PROCESSING FEE: This Fee is not required by law. It is an optional fee charged by our Dealership to cover our costs for providing administrative and documentary services in connection with this transaction and in carrying out the requirements of all applicable laws including, but not limited to, costs associated with processing applications.			N/A
					N/A
					N/A
					N/A
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS				TOTAL DUE	32955.01
☐ IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION ☐ IF BOX IS MARKED, PLEASE SEE THE SPOT DELIVERY AGREEMENT				**DEPOSIT/DOWN PAYMENT	N/A
					N/A
					N/A
				AMOUNT TO BE FINANCED (See Paragraphs 13 and 16)	32955.01

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement is not binding upon either Dealer or Purchaser(s) until signed and accepted by an Authorized Dealership Representative.

Purchaser

N/A

Purchaser

Accepted by Authorized Dealership Representative

SETH WADLEY FORD PERRY
520 DELAWARE
PERRY OK 73077

DEAL# 52359
CUST# 80633

RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): CITY OF SHAWNEE

Deal Number: 52359

Date: 08/04/2023

Address: 16 WEST 9TH STREET SHAWNEE OK 74801

County: POTTAWATOMIE

Telephone (1): Telephone (2):

DOB:

E-Mail: KEVIN.MOORE@SHAWNEEOK.ORG D.L./State I.D.#: Issuing State: Exp. Date:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2023	MAKE FORD	MODEL RANGER	COLOR OXFORD WHITE	STOCK/TAG NO. PLE32118
VIN/SERIAL NO. 1FTER1EHXPLE32118		ODOMETER READING ☐ Not Accurate 3	SALESPERSON DERRICK CHILL	INSPECTION STICKER EXP:
THE VEHICLE IS: ☒ NEW ☐ USED ☐ DEMONSTRATOR ☐ PRIOR LEASE ☐ RENTAL ☐ FACTORY EXECUTIVE/OFFICIAL ☐ PROGRAM CAR ☐ OTHER				
PRIOR USE DISCLOSURE: UNLESS SPECIFIED BELOW, YOU WILL BE RECEIVING AN ORIGINAL GREEN TITLE TO THE VEHICLE. ☐ REBUILT ☐ SALVAGE ☐ JUNK ☐ OTHER				
WARRANTY STATEMENT			CASH PRICE OF VEHICLE	29960.00
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside the "Used Vehicle Limited Warranty Applies" is marked below, or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.				N/A
				N/A
				N/A
				N/A
				N/A
				N/A
CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.			REBATES/DISCOUNTS	N/A
☐ Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.			TOTAL SELLING PRICE	29960.00
			*PROCESSING FEE	499.00
TRADE-IN VEHICLE INFORMATION			N/A	N/A
Year: N/A	Make: N/A	Model: N/A	Color: N/A	N/A
VIN/Serial No.: N/A	Odometer Reading: ☐ Not Accurate N/A	Inspection Sticker Exp.:	SUBTOTAL	30459.00
Trade-In Allowance: N/A	Balance Owed & Lienholder: N/A		PLUS: BALANCE OWED ON TRADE-IN	N/A
**The Deposit/Down Payment received from you is not refundable, except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will hold the Vehicle for _____ days. X			LESS: TRADE-IN ALLOWANCE	N/A
				N/A
				N/A
				N/A
				N/A
				N/A
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS			TOTAL DUE	30459.00
☐ IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION ☐ IF BOX IS MARKED, PLEASE SEE THE SPOT DELIVERY AGREEMENT			**DEPOSIT/DOWN PAYMENT	N/A
				N/A
				N/A
				N/A
			AMOUNT TO BE FINANCED (See Paragraphs 13 and 15)	30459.00

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement is not binding upon either Dealer or Purchaser(s) until signed and accepted by an Authorized Dealership Representative.

Purchaser

Accepted by Authorized Dealership Representative

N/A

Purchaser

Initial

ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

1. **Terms Used In This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
 - **Agreement** - Means all of the pages of this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
 - **You, Your** - Means the Purchaser(s) identified in this Agreement.
 - **We, Us, Our** - Means the Dealership that is identified in this Agreement and its Authorized Representatives.
 - **Manufacturer** - Means the company that manufactured the Vehicle.
 - **Vehicle** - Means the Vehicle that you are purchasing from us as described in this Agreement.
 - **Trade-In Vehicle** - Means the Vehicle you are delivering to us as part of this transaction as identified in this Agreement.
2. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, required or optional equipment is added pursuant to state or federal law, the increase is caused by state or federal tax rate changes, the Manufacturer, distributor or factory has increased the price due to revaluation of the United States dollar in the case of foreign-made vehicles or components, or an increase in transportation charges due to increased rates imposed by common or contract carriers. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
3. **Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications; nor shall we be required to effect such changes or modifications to the Vehicle.
4. **Your Representations and Warranties:** You represent, warrant and affirm to us that (a) You are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Down Payment and any amounts due to us have been paid in full, any check given to us will be honored by your Bank, and that no part of the Deposit/Down Payment has been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us.
5. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a salvage, junk, rebuilt, reconstructed, flood, or lemon buyback Vehicle; that you have the right to sell or otherwise convey such Vehicle; that such Vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; that all air pollution control equipment is on the Vehicle and appears properly connected and undamaged; and, unless you have told us otherwise, that you have not removed equipment from the Vehicle subsequent to our appraisal and that the odometer reading shown is accurate.
6. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
7. **Tax Liability:** You shall be liable for all sales, use, excise or other taxes applicable to this Agreement unless otherwise prohibited by law.
8. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
9. **Remedies Upon Rightful Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle in accordance with this Agreement if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified or pursuant to Paragraphs 2 or 8. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.
10. **Purchaser's Default and Dealership's Remedies:** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Retail Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph 10 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.
11. **Security Agreement:** Purchaser hereby grants the Dealership, its successors and assigns, a security interest in the Vehicle, equipment and accessories to be purchased pursuant to this Agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.
12. **Other Products and Services:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Amount to be Financed under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lender.
13. **Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.
14. **GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF OKLAHOMA.**
15. **LIMIT ON DAMAGES: TO THE EXTENT PERMITTED BY OKLAHOMA LAW, PURCHASER WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
16. **Spot Deliveries:** If you have entered into a Spot Delivery Agreement, the sale of the Vehicle is conditioned upon final approval of financing by a Lender. We will retain possession of your Trade-In Vehicle until financing is approved and, if final financing is not approved within twenty (20) days of delivery of the vehicle to you or within ten (10) days after you have satisfied all documentation requirements, whichever is later, you may elect to rescind this Agreement and we will return the Trade-In Vehicle and any Deposit/Down Payment you have made toward the purchase of the Vehicle in accordance with this Agreement and the Spot Delivery Agreement.
17. **Entire Agreement and Signing Other Documents:** This Agreement and any documents which are a part of this transaction or incorporated herein by reference comprise the entire Agreement affecting this transaction. No other Agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.

SETH WADLEY FORD PERRY
520 DELAWARE
PERRY OK 73077

DEAL# 52460
CUST# 80633

RETAIL PURCHASE AGREEMENT

Deal Number: **52460**

Purchaser's Name(s): **CITY OF SHAWNEE**

Date: **08/31/2023**

Address: **16 WEST 9TH STREET SHAWNEE OK 74801**

County: **POTTAWATOMIE**

Telephone (1): _____ Telephone (2): _____ DOB: _____

E-Mail: **KEVIN.MOORE@SHAWNEEOK.ORG** D.L./State I.D.#: _____ Issuing State: _____ Exp. Date: _____

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2023	MAKE FORD	MODEL RANGER	COLOR OXFORD WHITE	STOCK/TAG NO. PLE32048
VIN/SERIAL NO. 1FTE1F1H6PLE32048		ODOMETER READING ☐ Not Accurate 3	SALESPERSON DERRICK CHILL	INSPECTION STICKER EXP:
THE VEHICLE IS: ☒ NEW ☐ USED ☐ DEMONSTRATOR ☐ PRIOR LEASE ☐ RENTAL ☐ FACTORY EXECUTIVE/OFFICIAL ☐ PROGRAM CAR ☐ OTHER				
PRIOR USE DISCLOSURE: ☐ REBUILT ☐ SALVAGE ☐ JUNK ☐ OTHER				
UNLESS SPECIFIED BELOW, YOU WILL BE RECEIVING AN ORIGINAL GREEN TITLE TO THE VEHICLE.			CASH PRICE OF VEHICLE 33355.00	
WARRANTY STATEMENT			N/A	
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside the "Used Vehicle Limited Warranty Applies" is marked below, or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.			N/A	
CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.			N/A	
☐ Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.			N/A	
TRADE-IN VEHICLE INFORMATION			N/A	
Year: N/A	Make: N/A	Model: N/A	Color: N/A	REBATES/DISCOUNTS N/A
VIN/Serial No.: N/A	Odometer Reading: ☐ Not Accurate N/A	Inspection Sticker Exp.: N/A	TOTAL SELLING PRICE 33355.00	
Trade-In Allowance: N/A	Balance Owed & Lienholder: N/A	*PROCESSING FEE 499.00		
**The Deposit/Down Payment received from you is not refundable, except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will hold the Vehicle for _____ days.		*PROCESSING FEE: This Fee is not required by law. It is an optional fee charged by our Dealership to cover our costs for providing administrative and documentary services in connection with this transaction and in carrying out the requirements of all applicable laws including, but not limited to, costs associated with processing applications.		
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS		N/A		
☐ IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION ☐ IF BOX IS MARKED, PLEASE SEE THE SPOT DELIVERY AGREEMENT		SUBTOTAL 33854.00		
		PLUS: BALANCE OWED ON TRADE-IN N/A		
		LESS: TRADE-IN ALLOWANCE N/A		
		TOTAL DUE 33854.00		
		**DEPOSIT/DOWN PAYMENT N/A		
		AMOUNT TO BE FINANCED (See Paragraphs 13 and 16) 33854.00		

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement is not binding upon either Dealer or Purchaser(s) until signed and accepted by an Authorized Dealership Representative.

Purchaser _____

Accepted by _____ Authorized Dealership Representative

Purchaser **N/A**

ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

Initial

1. **Terms Used In This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
 - **Agreement** - Means all of the pages of this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
 - **You, Your** - Means the Purchaser(s) identified in this Agreement.
 - **We, Us, Our** - Means the Dealership that is identified in this Agreement and its Authorized Representatives.
 - **Manufacturer** - Means the company that manufactured the Vehicle.
 - **Vehicle** - Means the Vehicle that you are purchasing from us as described in this Agreement.
 - **Trade-In Vehicle** - Means the Vehicle you are delivering to us as part of this transaction as identified in this Agreement.
2. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, required or optional equipment is added pursuant to state or federal law, the increase is caused by state or federal tax rate changes, the Manufacturer, distributor or factory has increased the price due to revaluation of the United States dollar in the case of foreign-made vehicles or components, or an increase in transportation charges due to increased rates imposed by common or contract carriers. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
3. **Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.
4. **Your Representations and Warranties:** You represent, warrant and affirm to us that (a) You are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Down Payment and any amounts due to us have been paid in full, any check given to us will be honored by your Bank, and that no part of the Deposit/Down Payment has been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us.
5. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a salvage, junk, rebuilt, reconstructed, flood, or lemon buyback Vehicle; that you have the right to sell or otherwise convey such Vehicle; that such Vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; that all air pollution control equipment is on the Vehicle and appears properly connected and undamaged; and, unless you have told us otherwise, that you have not removed equipment from the Vehicle subsequent to our appraisal and that the odometer reading shown is accurate.
6. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
7. **Tax Liability:** You shall be liable for all sales, use, excise or other taxes applicable to this Agreement unless otherwise prohibited by law.
8. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
9. **Remedies Upon Rightful Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle in accordance with this Agreement if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified or pursuant to Paragraphs 2 or 8. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.
10. **Purchaser's Default and Dealership's Remedies:** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Retail Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph 10 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.
11. **Security Agreement:** Purchaser hereby grants the Dealership, its successors and assigns, a security interest in the Vehicle, equipment and accessories to be purchased pursuant to this Agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.
12. **Other Products and Services:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Amount to be Financed under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lender.
13. **Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.
14. **GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF OKLAHOMA.**
15. **LIMIT ON DAMAGES: TO THE EXTENT PERMITTED BY OKLAHOMA LAW, PURCHASER WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
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17. **Entire Agreement and Signing Other Documents:** This Agreement and any documents which are a part of this transaction or incorporated herein by reference comprise the entire Agreement affecting this transaction. No other Agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.