

RESOLUTION NO. 2023-42

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO A CONTRACT WITH HUNTINGTON NATIONAL BANK, OR A RELATED SUBSIDIARY, FOR FIVE (5) YEARS IN THE PRINCIPAL AMOUNT OF ONE HUNDRED FOUR THOUSAND, FOUR HUNDRED FORTY-ONE DOLLARS (\$104,441.00) AT AN INTEREST RATE NOT TO EXCEED 5.18% FOR THE PURPOSE OF FINANCING THE PURCHASE OF TWO CHEVROLET TAHOE 4X4 AUTOMOBILES, AND NECESSARY ACCESSORIES, AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILLOWICK, COUNTY OF LAKE, AND STATE OF OHIO:

**Section 1.** That the Mayor of the City of Willowick is hereby authorized to enter into the written Contract with Huntington National Bank, or a related subsidiary, in the principal amount of One Hundred Four Thousand, Four Hundred Forty-One Dollars (\$104,441.00) for a term of five (5) years at an interest rate not to exceed 5.18% for the purpose of financing the purchase of a two (2) Chevrolet Tahoe 4x4 automobiles and Necessary Accessories, and to execute any and all documentation necessary to formalize the validity and implementation of that Contract, with an anticipated closing date of on or before September 30, 2023.

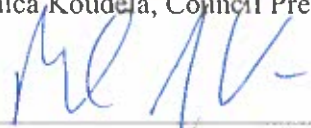
**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were conducted in meetings open to the public in compliance with all legal requirements including Chapter 123 of the Codified Ordinances of the City of Willowick.

**Section 3.** This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further provides for the immediate securing of suitable financing terms for the purchase of a safety vehicle in the Police Department; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: SEP 19, 2023

  
\_\_\_\_\_  
Monica Koudela, Council President

Submitted to the Mayor: SEP 19 2023

  
\_\_\_\_\_  
Michael J. Vanni, Mayor

Approved by the Mayor: SEP 19, 2023

ATTEST:   
Christine Morgan, Clerk of Council

INVOICE  
47253

BUYERS ORDER

PURCHASER City of Willowick  
 ADDRESS 30435 Lakeshore Blvd  
 CITY Willowick STATE OH ZIP 44095  
 RES. PHONE ( ) \_\_\_\_\_  
 BUS. PHONE 440, 585-1234  
 E-MAIL bturner@cityofwillowick.com DATE 09/14/23

**Tim Lally Chevrolet, Inc.**  
 24999 Miles Rd  
 Warrensville Heights, Ohio 44128  
 440-232-2000 Fax 440-232-2104

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED  
 MOTOR VEHICLE:  NEW  USED  DEMO  RENTAL  FACTORY OFFICIAL

DEAL NO \_\_\_\_\_ CUSTOMER NO \_\_\_\_\_

MILEAGE ON PURCHASED VEHICLE: \_\_\_\_\_  
 Accurate Unless Marked Not Accurate  NOT ACCURATE

VEHICLE SOLD:	MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK. NO.	SERIAL NO.
	Chevrolet	2023	Tahoe 4 x 4	PPV	Black	Black	T230418	1GNSKLED1PR207719

TRADE IN RECORD - TRADE 1			
YEAR	MAKE	MODEL	TYPE
MILEAGE (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate			Salvage Vehicle? <input type="checkbox"/> Yes
BALANCE OWED \$ _____ (Good Until _____) Trade-in Allowance _____			
TRADE IN RECORD - TRADE 2			
YEAR	MAKE	MODEL	TYPE
MILEAGE (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate			Salvage Vehicle? <input type="checkbox"/> Yes
BALANCE OWED \$ _____ (Good Until _____) Trade-in Allowance _____			
REMARKS:			
DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ _____ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days from the date of Deposit. <input checked="" type="checkbox"/>			
NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ _____ (known as negative equity). <input checked="" type="checkbox"/>			
ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. <input checked="" type="checkbox"/>			

PRICE OF VEHICLE	\$	39850.00
OTHER GOODS & SERVICES PPV 4X4		2995.00
Red and white front dome light		173.00
Grill lamp and siren circ. wiring		96.00
Horn / siren circ. wiring		60.00
Delete daytime driving lights		55.00
Headlight flasher and two rear hideaways		55.00
4 additon keys/key alike		108.00
DOCUMENTARY SERVICE FEE		
TOTAL PRICE		43392.00
TRADE-IN ALLOWANCE(S)		( 4500.00 )
Upfit Package (see attached detail)		22358.45
TAX BASE		
SALES TAX	%	
TITLE FEE		15.00
REGISTRATION FEE		
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		
LESS INITIAL PAYMENT CASH DOWN	\$	
LESS REBATE/FACTORY INCENTIVE		
LESS REBATE/FACTORY INCENTIVE		
BALANCE DUE	\$	61265.45

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

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 APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

These documents are fully incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Owe/Delivery Report and Used Vehicle Limited Warranty.

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old and acknowledge receipt of a copy of this agreement.

I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this \_\_\_\_\_ day of \_\_\_\_\_.

PURCHASER(S) \_\_\_\_\_

SALESPERSON \_\_\_\_\_

ACCEPTED BY AUTHORIZED AGENT \_\_\_\_\_

INVOICE  
47254

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TRADE IN RECORD - TRADE 1			
YEAR	MAKE	MODEL	TYPE
2018	FORD	PIU	
VIN # <u>1FM5K8AR3JGB59465</u>			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate		Salvage Vehicle? <input type="checkbox"/> Yes	
BALANCE OWED \$ _____ (Good Until _____)		Trade-in Allowance <u>4800.00</u>	
TRADE IN RECORD - TRADE 2			
YEAR	MAKE	MODEL	TYPE
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate		Salvage Vehicle? <input type="checkbox"/> Yes	
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LESS REBATE/FACTORY INCENTIVE		
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