



**REGULAR MEETING OF THE
SALADO BOARD OF ALDERMEN**

REGULAR MEETING AGENDA

**6:30 P.M., THURSDAY, JUNE 2, 2016
MUNICIPAL BUILDING
301 NORTH STAGECOACH, SALADO, TX
BOARD OF ALDERMEN CHAMBERS**

I. CALL TO ORDER

1. Invocation/Moment of Silence.
2. Pledge of Allegiance, Texas Pledge of Allegiance.

("Honor the Texas flag: I pledge allegiance to thee, Texas, one state under God, one and indivisible.")

II. PROCLAMATIONS / SPECIAL RECOGNITION

3. Proclamation for Eagle Scout candidate Nathan Cahoon.

III. PUBLIC COMMENTS

4. Citizens who desire to address the Board of Aldermen on any matter may sign up to do so prior to this meeting. Public comments on issues not listed on the agenda will be received during this portion of the meeting. Comments related to items on the agenda will be received during consideration of the individual agenda item. Please limit comments to 3 minutes. No discussion or final action will be taken by the Board of Aldermen.

IV. REPORTS

Mayor's Report

- Police Department Report, Chief Jack Hensley
- Fire Department Report, Chief Shane Berrier
- Chamber of Commerce/Tourism Bureau Report, Executive Director Mary Poche'

Village Administrator's Report

V. CONSENT AGENDA

All items listed under this section, Consent Agenda, are considered to be routine by the Board of Aldermen and may be enacted by one motion. If discussion is desired by the Board of Aldermen, any item may be removed from the Consent Agenda at the request of an Alderman and will be considered separately.

5. Consider approving the Consent Agenda item:
 - a. Minutes, May 19, 2016, Regular Meeting.
 - b. Minutes, May 26, 2016, Workshop Meeting.

VI. REGULAR AGENDA

6. Presentation, discussion, and possible action on an amendment to the Chapter 380 agreement with JES Development Company, Inc., (Hidden Glen).
7. Presentation, discussion, and possible action on easement dedications for the Transportation Alternative Program Multi-Modal Trail between the Village of Salado and 1) KD and Graydon Hill dba Barrow Brewing Company, and 2) Clark Lyda dba Stagecoach 1943 LP.
8. Presentation, discussion, and possible action on the award of a bid through BuyBoard for the purchase of either a 2016 Ford Explorer SUV in the amount of \$31,394.55 or a 2016 Ford Interceptor sedan in the amount of \$29,339.57 for the Salado Police Department and authorizing staff to bring forth a budget amendment in the amount of \$10,554.55 for the Explorer or \$8,489.57 for the Interceptor, to include \$650 for installation of graphics for the vehicle and \$300 for the computer mount.

VII. WORKSHOP AGENDA

9. Environmental/Deer committee update and discussion on path forward, Dr. Lewis Raney

VIII. EXECUTIVE SESSION

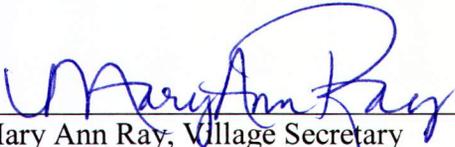
10. Conduct an executive session as authorized by Texas Government Code Section 551.087, Economic Development, for the discussion of Chapter 380 and Tourism Marketing Agreements with Stagecoach 1943 Limited Partners for improvements at Stagecoach Inn.
11. Conduct an executive session as authorized by Texas Government Code Section 551.072, Deliberations about Real Property, for the purchase of a site on the west side for a Wastewater Treatment Plant.
12. Conduct an executive session as authorized by Texas Government Code, Section 551.071, Consultation with Attorney, concerning an investigation into possible misconduct by an employee and available legal remedies.

IX. ADJOURN

The Village of Salado reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Village Secretary's office at (254) 947-5060 for further assistance.

I hereby certify that a true and correct copy of this Notice of Meeting was posted in a public place at 5:00 p.m. on **Friday, May 27, 2016**.



Mary Ann Ray, Village Secretary

Removed from display: _____

Salado Chamber of Commerce/Tourism Bureau 2016-2017 ACTION PLAN UPDATE – June 2, 2016

CATEGORY	DESCRIPTION	CURRENT STATUS	EXPECTED OUTCOME
Chamber	<ol style="list-style-type: none"> 1. Salado Yoga & Wellness 2. Grand Opening/Ribbon Cutting Barrow Brewing Co. 	<ol style="list-style-type: none"> 1. May 31 – 5:15 p.m. 2. June 4, 2016 Official Grand Opening – Noon – 10PM Ribbon Cutting occurring at Noon 	Increase Ambassador and other business attendees to show support; reinforce open communication and Chamber programs
Chamber	Quarterly Breakfast	<ol style="list-style-type: none"> 1. Business Media Package Program – June 1, 2016 2. Social Media and Growing Your Business – date TBD 3. Common Causes of Lost Profits: Solutions to Stop the Leaks and Maximize Profits.” - date TBD 	Providing quality programs that can directly impact business growth and profit should support the overall Chamber program and goals
Chamber	Pocket Music Series	May 14, 2016 <ol style="list-style-type: none"> 1. FS Bank (originally 1860 Shop) 2. Barrow Brewing Co. - 	Provide pleasant experience for visitors-branding the Village <ol style="list-style-type: none"> 1. Rained out 2. 75 people attended
Chamber	Membership Budget & Membership Committee	Through April 2016 have exceeded budget by \$3,724 Membership Committee re-formed with first meeting the first week of May	Continue to push membership with new program of work and new membership committee; Allie Guenther agreed to be the new chair; working on methods of working together
Chamber	Event(s)	<ol style="list-style-type: none"> 1. Dog Daze – June 18th 2. Salado Swirl – July 8th 3. Art Fair – August 6-7 4. Golf Tournament – Oct. 6 5. Christmas Stroll 6. 4th of July Fireworks Celebration – Mill Creek Golf 	<ol style="list-style-type: none"> 1. Committee formed, sponsorships coming in; marketing occurring including posters and print 2. 12 businesses interested in participating after getting the word out; lottery held for spots 3. Jury meeting to select vendors continues 4. Committee formed – software chosen to facilitate tournament 5. Committee formed – sponsorship package created; seeking large sponsors

Salado Chamber of Commerce/Tourism Bureau 2016-2017 ACTION PLAN UPDATE – June 2, 2016

			6. Met with Billy Helm regarding Chamber/Tourism co-marketing and working toward getting Salado Village merchants as vendors
Chamber/Tourism	New P/T Employee- Rebecca O'Connell	Started on May 23rd	Training occurring; introduced at Ambassador's meeting; working at system and budget modifications
Chamber/Tourism	Website Revamp	Work continues	Tracking change: soft launch middle to 3 rd week of June
Tourism	Branding Billboard (start of marketing plan roll out)	Contract initiated for a yearly billboard (part of	Tracking to be up by the end of June
Tourism	Digital Marketing (start of marketing plan roll out)	Contract initiated for geo-fenced areas on mobile platforms	Capture individuals searching for shopping, staying, dining in other communities similar to Salado
Tourism	Tourism Venue Plan	Data gathered; set meeting with lodging properties to discuss how to work together and decide how and who to approach; draft plan in the works	Use for direct marketing for tours, meetings etc.
Tourism	Scottish Festival/Highland Games	Met with volunteer marketing expert on ways to work together to facilitate marketing of event and experience of attendees	Increase attendance at Festival/Games; solidify Festival/Games staying in Salado
Tourism	Tour Texas Website	All Salado material and pictures updated; banner ad currently running	More brand awareness for Salado using the Creativity, Community Culture tagline
Tourism	Texas Highways	Summer through Fall 2016 events listed with description; texashighways.com/events – Prairies & Lakes Region	Central repository of next season's events listed with description – expect to have summer travelers access

Village of Salado, Texas
Board of Aldermen
Minutes
Regular Meeting and Workshop
6:30 p.m. Thursday, May 19, 2016
Municipal Building, 301 N. Stagecoach Road
Salado, Texas

Present: Mayor Skip Blancett Mayor Pro Tempore Fred Brown, Alderman Frank Coachman, Alderman Amber Preston Dankert, Alderman Michael McDougal, Alderman David Williams.

Others Present: Kim Foutz, Village Administrator; Mary Ann Ray, Village Secretary; John Simcik, Village Engineer

I. Call to Order.

Mayor Skip Blancett called the meeting to order at 6:30 p.m.

1. Mayor Blancett opened the meeting with prayer.
2. Mayor Blancett led the Pledge of Allegiance and the Texas Pledge of Allegiance.

II. Proclamations/Special Recognition.

None.

III. Public Comments.

3. None.

IV. Reports.

Mayor's Report:

Mayor Blancett addressed rumors circulating around the Village, drainage issues, Interstate 35 construction, the need for an emergency plan, annexation, economic development, streamlining BOA meetings, and a planning retreat in June.

Alderman Reports

Environmental/Deer Report: Alderman Dankert said the committee met with professionals and is looking at ways to manage the deer population. The committee chairman will give a report at the BOA's June 2, 2016, meeting.

ETJ/Annexation Committee: Alderman McDougal reported that the committee conducted a joint meeting with the Economic Development Committee and will look to more joint meetings to develop strategies to encourage annexation.

Ordinance Committee: Alderman Williams reported that the committee has met once and will meet again June 6, 2016.

Main Street Committee: Mayor Pro Tempore Fred Brown reported that the engineering study with TxDOT looks favorable for the Village. The committee will pick out the lighting for Main Street in the near future.

Street Improvements Committee: Alderman McDougal reported that the pothole program has started, with 109 potholes addressed so far. He reported that the streets of major focus are Blacksmith, Church, Indian Trail, Pace Park Road, Park Drive, Smith Branch, Van Bibber, Main Street, and Park Place. Four failed areas on Salado Plaza Drive are of concern.

Economic Development: Alderman Coachman reported that the committee has met three times in the last five weeks and will meet twice a month. He said he expects to bring good information to the BOA in the next four to six weeks.

Trails and Parks Committee: Alderman Dankert reported that the committee will meet Tuesday. The focus of the last meeting was the TxDOT grant. The final alignment must be submitted to TxDOT by May 26, 2016.

Public Safety/Emergency Management Committee: Alderman McDougal reported that the committee has met twice and is focusing on emergency management. The committee is exploring the possibility of a local agreement with businesses to help during an emergency.

Wastewater Committee: Mayor Pro Tempore Brown reported that the committee met Monday to review the wastewater ordinance and made a number of changes. The ordinance is now in review by the Village attorney. The Mayor added that sewer lines will be installed in October; Administrator Foutz reported that the Sanctuary permit has been transferred to the Village.

Financial Report.

Administrator Foutz reviewed the report. She reported that a budget amendment would be coming forth in the next few weeks and that the blower at the Stagecoach Wastewater Treatment Plant has been installed.

V. Consent Agenda.

4. Consider approving the Consent Agenda items:
 - a. Minutes, May 5, 2016, Regular Meeting.
 - b. Minutes, May 12, 2016, Special Called and Workshop Meeting.

Alderman McDougal made a motion to approve the Consent Agenda as presented. Alderman Dankert seconded. The motion carried unanimously.

VI. Zoning Board of Adjustments.

The Mayor opened the Zoning Board of Adjustments meeting at 7:12 p.m.

5. **Public Hearing** – Presentation, public hearing, discussion, and possible action on requests for variances to Ordinance 2015.02, Building Permit and Building Codes, Section 1.C(1) and I.C(2) Compliance Required; Section 1.F, Permit Fees; Section 5A, International Building Code/Commercial Building Code; Section 5B, permit Required; Sections 12A and 13B, Grade and Fill; and Section 14A, Plans, Specifications and Surveyed Plot, at 312 Center Street and the 200 block of Royal Street, locally known as The Shed.

Administrator Foutz reported that work on this item, a parking lot at a local restaurant, was substantially completed before a permit was sought, and the permit received by the Village was incomplete. She explained the importance of following codes with respect to turning radius and other safety concerns.

The Mayor opened the public hearing at 7:24 p.m. He made three calls for speakers; none emerged. He closed the public hearing 7:25 p.m.

Alderman Coachman made a motion to table action on this item until the Board of Alderman heard Item 6. Alderman Williams seconded. The motion to table the action carried unanimously.

6. Presentation, discussion, and possible action on requests for variances to Ordinance No. 2008.20, Flood Damage Prevention Ordinance: Section 3C, Establishment of Development Permit; Section 3D, Compliance; Section 4C, Permit Procedures; Section 5A, Flood Hazard Reduction – General Standards; Section 5B, Specific Standards; Section 5D, Standards for Areas of Shallow Flooding (AO-AH Zones); and Section 5E, Flood ways; at 312 Center Street and the 200 block of Royal street, locally known as The Shed.

There was discussion about the possibility that the community could be denied flood insurance should variances of this nature be granted. The parking lot lies in the 100-year flood plain. The Village engineer denied the request for a permit.

Alderman Williams made a motion on Item 5 to approve the variances as listed in the item caption, making the findings as required by Ordinance 2015.02. Alderman Dankert seconded.

There was discussion about the weakening of Village ordinances, the need for a parking lot to alleviate safety concerns caused by restaurant patrons parking on Royal, and revising ordinances.

The motion on Item 5 failed by a 0-3 vote, with Aldermen Coachman and Dankert abstaining and Mayor Pro Tempore Brown, Alderman McDougal, and Alderman Williams voting nay.

Alderman Williams made a motion on Item 6 to approve the variances as listed in the item caption, and affirming the prerequisites for granting variances to the Flood Damage Prevention Ordinance as required by Ordinance 2008.20. Alderman Dankert seconded.

There was discussion about the appropriate course of action, since the work has already been done. Administrator Foutz said the Village would contact the applicant to see if a complete application could be submitted that would allow the Village and the applicant to work through the issues surrounding this item. There was discussion about litigation in the future.

The motion on Item 6 failed by a 0-3 vote with Aldermen Coachman and Dankert abstaining and Mayor Pro Tempore Brown, Alderman McDougal, and Alderman Williams voting nay.

VII. Regular Session.

The Mayor opened the Regular Session at 8:19 p.m.

7. Presentation, discussion, and possible action on requests for waivers to the Subdivision Ordinance and the Technical Construction Standards and Specifications Manual for the Construction/Final Plat of Phase I of the Salado Mills Subdivision, a 5.42 acre +/-, 9-lot residential subdivision out of a 64.66 +/- acre tract, generally located on Stinnett Mill Road in the extraterritorial jurisdiction of Salado, as follows:
 - a. Streets: Section 5.5a and 5.5b Street Improvements; Section 5.9a and 5.9b Improvement of Adjacent (Perimeter) Streets and Utilities; Section 3.1c1 Responsibility of Streets and Thoroughfares; Section 3.1c2 General Adequacy Policy for Streets; Section 3.1c3 Road Network; Section 3.1c5 Off Site Improvements; Section 3.1c7 Street Construction; and Section 3.1 Construct improvements or escrow for construction cost; and Section 3.5 sidewalks; Section 6.10 Deferral of Required Improvements; Section 2.f2 Timing of Improvements; and Section 3.1d Escrow Policies and Procedures.
 - b. Streets: Section 3.1a Sight distances for driveways and public safety; and Section 2.2e2 Letter from Bell County acknowledging and approving proposed driveway location points.
 - c. Wastewater: Section 2.2e2 Certificate from the Bell County Health Department for on-site sewage; Section 3.9c4 Proof of utility service and Section 3.9c8 Approval from utility providers; Section 3.9 Water and Wastewater Facility Design, and the Technical Construction Standards and Specifications Manual
 - d. Approval of a Concept Plan: Sections 2.2a Procedures; Section 2.2b Concept Plan, Section 2.2h Concept Plan, and Section 2.3 Approval of a Concept Plan prior to Construction/Preliminary Plat; and Section 3.1c9 Phased Development. This waiver authorizes the Concept Plan to be reviewed and considered prior to Phase II instead of Phase I.

- e. Fire Hydrants: Section 3.9 fire hydrants; Section 5.8e placement of fire hydrants; Section 3.9a3 Design and construction of a fire protection and suppression system; TCSS Manual; Fire Department requirements; and Fire Code Requirements.
- f. Access and Road network: Section 3.1c Reserve an access road entrance coming off of Stinnett Mill in Phase I; Section 3.1g2 Provide for future access such as by stubbing streets
- g. Water and Wastewater Facility design: Section 3.9 Water and wastewater design including fire protection and fire suppression
- h. Drainage: Section 3.10 Stormwater Collection and Conveyance Systems; and Technical Construction Standards and Specifications Manual

NOTE: These waivers do not include waiver of written concurrence from the Bell County Engineers Office. Approval of Phase I is subject to Bell County Commissioners Court approval.

Administrator Foutz noted that the applicant withdrew Items “e” and “h” from the request. No concept plan has been turned in; the applicant has requested to turn in the concept plan when he submits for Phase II.

Administrator Foutz noted that the following findings must be met:

- 1) Granting the waiver/suspension will not be detrimental to the public safety, health or welfare, and will not be injurious to other property or to the owners of other property, and the waiver/suspension will not prevent the orderly subdivision of other property in the vicinity;
- 2) The conditions upon which the request for a waiver/suspension is based are unique to the property for which the waiver/suspension is sought, and are not applicable generally to other property;
- 3) Because of the particular physical surroundings, shape and/or topographical conditions of the specific property involved, a particular hardship to the property owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out;
- 4) The waiver/suspension will not in any manner vary the provisions of the Zoning Ordinance or Comprehensive Plan or any other adopted plan(s) or ordinance(s) of the Village;
- 5) An alternate design will generally achieve the same result or intent as the standards and regulations prescribed herein

She reviewed the recommendation made by the Planning & Zoning Commission, which was to recommend to the Board of Aldermen to approve the requests for waivers to the Subdivision Ordinance and the Technical Construction Standards and Specifications Manual for the Construction/Final Plat of Phase I of the Salado Mills Subdivision, a 5.42 acre +/-, 9-lot residential subdivision out of a 64.66 +/- acre tract, generally located on Stinnett Mill Road in the extraterritorial jurisdiction of Salado, items a, c, d, f, and g as

presented and b with regard to a restriction that a traffic control device be installed and making the findings as required by the Subdivision Ordinance.

There was discussion about deferring these items to the county:

1. enforce site distances for driveways and driveway location points, as well as install traffic control devices as per county requirements.
2. certificates from Bell County health department for onsite sewage

The applicant represented the following as facts:

- a. HOA will be formed and internal road maintenance will be done by HOA
- b. the lots in Phase I will have circular drives or other driveway types that will allow residence to pull out of their lot straight forward.
- c. ribbon curb will be installed on all internal streets
- d. Phases II and III will have a looped water system; internal water lines will be 6-inch lines connecting to 6-inch lines.

It was discussed that a connection to Chisholm Trail will be evaluated during concept plan consideration. The applicant was advised that he may have to redo phase I to allow for an access road off Stinnett Mill should it be necessary for the concept plan to comply with all ordinance provisions.

Alderman Coachman made a motion to approve the requests for waivers to the Subdivision Ordinance and the Technical Construction Standards and Specifications Manual for the Construction/Final Plat of Phase I of the Salado Mills Subdivision, a 5.42 acre +/-, 9-lot residential subdivision out of a 64.66 +/- acre tract, generally located on Stinnett Mill Road in the extraterritorial jurisdiction of Salado, items a, c, d, f and g and item b with regard to a restriction that a traffic control device be installed, as recommended by the Planning & Zoning Commission, AND making the findings as required by the Subdivision Ordinance. Alderman McDougal seconded.

There was discussion with the developer about the absence of a concept plan and implementation of the phases of the development and the possibility of HOA and internal roadway maintenance.

The motion carried unanimously.

8. Presentation, discussion, and possible action on the Construction/Final Plat of Phase I of the Salado Mills Subdivision, a 5.42 acre +/-, 9-lot residential subdivision out of a 64.66 +/- acre tract, generally located on Stinnett Mill Road in the extraterritorial jurisdiction of Salado.

Mayor Pro Tempore Brown made a motion to approve the Construction/Final Plat of Phase I of the Salado Mills Subdivision, a 5.42 acre +/-, 9-lot residential subdivision out of a 64.66 +/- acre tract, generally located on Stinnett Mill Road in the extraterritorial

jurisdiction of Salado, as presented, subject to the waivers recommended by the Planning & Zoning Commission. Alderman Coachman seconded. The motion carried unanimously.

9. Public hearing – Hold a public hearing and consider an ordinance providing for a fee to defray costs of collecting delinquent fines, fees, court costs, and other debts pursuant to Article 103.0031 of the Texas Code of Criminal Procedure.

The Mayor opened the public hearing at 9:10 p.m. He made three calls for speakers; none emerged. He closed the public hearing at 9:10 p.m.

Alderman McDougal made a motion to approve an ordinance providing for a fee to defray costs of collecting delinquent fines, fees, court costs, and other debts pursuant to Article 103.0031 of the Texas Code of Criminal Procedure. Alderman Dankert seconded. The motion carried unanimously.

The Mayor called for a 10-minute recess prior to the Executive Session and asked the Chief of Police to clear the room.

VIII. Executive Session.

The Mayor convened the Executive session at 9:20 p.m.

He closed the Executive Session at 9:47 p.m.

IX. Adjourn.

The meeting was adjourned at 9:48 p.m.

Skip Blancett, Mayor

Mary Ann Ray, Village Secretary

Village of Salado, Texas
Workshop Meeting of the Board of Aldermen
Minutes
6:30 p.m. Thursday, May 26, 2016
Municipal Building, 301 N. Stagecoach Road
Salado, Texas
Board of Aldermen Chambers

Present: Mayor Skip Blancett, Mayor Pro Tempore Fred Brown, Alderman Amber Preston Dankert, Alderman David Williams.

Absent: Alderman Frank Coachman, Alderman Michael McDougal.

Others Present: Kim Foutz, Village Administrator; Lyndsey Barrett, Purchasing Clerk; Mary Ann Ray, Village Secretary; Dan Nixon, Financial Officer.

I. Call to Order.

Mayor Blancett called the meeting to order at 6:30 p.m.

II. Regular Agenda.

1. Quarterly investment report – Dan Nixon, Financial Officer.

Mr. Nixon reviewed the Village's investments and explained that all funds that previously were invested in certificates of deposit are now invested in money market funds, which gives the Village greater flexibility in access to the funds. The report is attached.

2. Update on alignment of Transportation Alternatives Program trail – Alderman Dankert.

Alderman Dankert distributed maps showing the final alignment and images of various enhancements, including benches, planters, and a fire pit, that can be installed at strategic places along the trail. There was discussion about the need for signage, especially with respect to the three places where the trail crosses Royal Street. The final alignment is scheduled to be submitted to TxDOT next week; the project must be let by August 31, 2016.

3. Discussion on a purchasing policy.

Administrator Foutz and Lyndsey Barrett presented the draft of the purchasing policy and compared it to the Village's current policy. The new policy must be adopted by resolution. There was general discussion about quality assurance and the need for a Contracting Officer Representative. Members agreed to provide feedback via e-mail. The policy and resolution will be brought forth at a future BOA meeting.

III. Adjourn.

Mayor Pro Tempore Brown made a motion to adjourn. Alderman Dankert seconded. The meeting was adjourned at 7:41 p.m.

Skip Blancett, Mayor

Mary Ann Ray, Village Secretary

BOARD OF ALDERMEN

AGENDA ITEM MEMORANDUM

6/2/16
Item #6
Regular Agenda
Page 1 of 2

DEPT./DIVISION SUBMISSION & REVIEW: Kim Foutz, City Administrator

ITEM DESCRIPTION: Consideration and possible action on an amendment to the Chapter 380 Grant Agreement between the Village of Salado and JES Dev. Co. -for a residential senior housing project at the intersection of Mary Jane and Vanessa Drive.

STAFF RECOMMENDATION: Approve grant agreement as presented in the item description.

ITEM SUMMARY: JES Development submitted an application for tax credits through the Texas Department of Housing and Community Affairs in early 2014. In February 2014, the Board of Alderman passed a resolution (R-2014-093) in support of this project. Since that time, the Village approved the original Chapter 380 Agreement on December 11, 2014; annexed the property on February 11, 2016; and zoned the property as Planned Development District No. 4 – Mixed Use on February 18, 2016. As per the TDHCA program requirements, the resolution included a financial commitment for \$13,950 with \$930 annual payments for 15 years. Since that time, JES’s project was awarded the tax credits and is now under construction.

The BOA resolution indicated that financial support would be accomplished through tax abatement. Tax abatement is typically accomplished with a declining scale of abatement as opposed to regular annual payments. Therefore, staff developed a Chapter 380 Grant Agreement to accomplish the financial contributions.

Developer’s obligations as outlined in the original Agreement include and proposed redline revisions:

- 2.1 Construction of the Facility will include the following:
 - a) 9 buildings with a total of 50 units as per Exhibit “B” – Site Plan
 - b) Minimum \$6,400,000 capital investment
 - c) Gated senior residential community restricted by age to 62+ -- changed to 55+
 - d) Amenities including a- community center, ~~-,~~walking / golf cart path with seating, covered patio, exercise room, residential computer room, garden plots, and covered picnic area. - slight change in language with no change to meaning or intent
 - e) Parking provided at one space per unit
 - f) Masonry construction in a “hill country design” as per Exhibit “C” – Building Facades
 - g) Each building will contain two or more residential dwellings, ranging in size from one bedroom to two bedroom. “Dwellings” has been changed to “duplexes”
 - h) Developer will retain ownership throughout the useful life of the project.
 - i) Developer has applied for annexation and will apply for Planned Development Zoning for the 20.017 acres - property was zoned Planned Development District No. 4 – Mixed Use on February 18, 2016.
 - j) The Facility will have on-site management and maintenance during daytime hours with 24 hour on-call service.

- k) The Facility, after annexation, will pay the full assessed amount in property tax per year to the Village which is estimated to be no less than \$7,500. – change in language with no change to meaning or intent
- l) Local business participation (buy local to the extent possible)
- m) Two full time jobs

Village's obligations as outlined in the Agreement include:

- Annual grant incentive payment of \$930.00 to be paid beginning on May 1, 2016 for 15 years – suggest change start date to May 1, 2017, because construction has not been completed.
- Total incentive of \$13,950.00.

FISCAL IMPACT: With a capital investment of \$6,400,000 the annual estimated property tax to the Village is \$11,520. With a \$930 annual incentive payment, the Village will net \$10,590 per year.

ATTACHMENTS:

Proposed Amended Chapter 380 Grant Agreement

VILLAGE OF SALADO / JES DEVELOPMENT

CHAPTER 380

AMENDMENT No. 1 to ECONOMIC DEVELOPMENT AGREEMENT

This amendment to the original Chapter 380 Economic Development Agreement ("*Agreement*"), which was approved December 11, 2014, is made and entered into by and between JES Dev. Co., Inc., a ~~Missouri corporation~~ limited liability company qualified to do business in Texas ("*Developer*"), and the VILLAGE OF SALADO, TEXAS, a general law city and municipal corporation ("*Village*").

RECITALS

WHEREAS, the Developer intends to build an affordable senior housing development (the — "*Facility*") named Hidden Glen on a 20.017 acre tract of real property located at the — intersection of Mary Lane and Vanessa Street, Bell County, Texas, depicted on *Exhibit* — "*A*" attached hereto (the "*Property*"); and

WHEREAS, operation of the Facility is expected to create new jobs and tax value for the Village, — and will promote local economic development, support affordable housing, and — stimulate business and commercial activity in the Village; and

WHEREAS, the Village has determined that substantial economic benefit, including the — generation of additional property taxes, the creation of new opportunities of employment, — and support of affordable housing, will accrue to the Village as a result of the Developer's — purchase of the Property, the construction of the Facility on the Property, and the — development and operation of the Developer's business on the Property; and

WHEREAS, Developer submitted an application to the Texas Department of Housing and — Community Affairs (TDHCA) for 2013 Housing Tax Credits for Hidden Glen and was — awarded the assistance in an amount of \$514,453; and

WHEREAS, the Facility will consist of the development of 50 units of Age 6255 and over Senior — Housing; and

WHEREAS, on February 21, 2014 the Village Board of Aldermen passed Resolution No. 093 — committing to \$13,950.00 in financial assistance to Developer, such commitment to be — \$930.00 annually for a period of 15 years; and

_____**WHEREAS**, under Chapter 380 of the Texas Local Government Code, the Village has adopted _____an economic development program to promote local economic development and _____stimulate business and commercial activity within the Village; and

WHEREAS, the Village and the Developer want to set forth in this Agreement the terms and _____conditions of the grant to Developer of certain Village funds as an incentive for _____Developer's construction and use of the Facility on the Site and in support for the financial _____assistance required for the TDHCA Tax Credit Program; and

WHEREAS, the parties recognize that all agreements of the parties hereto and all terms and _____provisions hereof are subject to the laws of the State of Texas and all rules, regulations _____and interpretations of any agency or subdivision thereof at any time governing the _____subject matters hereof; and

WHEREAS, the Developer commits to using all possible local suppliers of goods and services _____and will provide the Village with reports of same.

WHEREAS, the Developer accepts the Village's incentive grant in the form of annual _____payments, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I.

I. **Authority and Condition Precedent**

1.1 The Village represents that its execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of the Village.

1.2 Developer represents that its execution and performance of this Agreement constitutes a valid and binding obligation of the Developer in the event the Developer proceeds to construct the Facility in the Village. The Village acknowledges that the Developer is acting in reliance upon the Village's performance of its obligations under this Agreement, among other consideration, in making its decision to invest its funds and expand employment in the Village.

1.3 The Developer and the Village agree that all obligations stated in this Agreement shall be contingent upon the Developer's acquisition of fee simple title to the Property.

II. Developer Obligations

2.1 After the Effective Date (defined in **Section 4.1**) and before May 1, 2016, Developer shall begin construction on the Facility on the Property.

2.2 Construction of the Facility will include the following:

- a) 9 buildings with a total of 50 units as per **Exhibit "B" – Site Plan**
- b) Minimum \$6,400,000 capital investment
- c) ~~Gated senior~~Senior residential community restricted by age to ~~6255+~~
- d) Amenities including a ~~-,~~ community center, golf cart station, walking ~~/golf cart~~ path with seating, covered patio, exercise room, residential computer room, garden plots, and covered picnic area.
- e) Parking provided at one space per unit
- f) Masonry construction in a "hill country design" as per **Exhibit "C" – Building Facades**
- g) Each building will contain two or more residential ~~dwellings~~duplexes, ranging in size from one bedroom to two bedroom.

2.3 Creation of New Full Jobs.

- (a) Developer shall create at least two (2) "New Full Time Jobs" by May 1, 2016 for Village residents, and recruit, employ, and maintain at least such number of New Full Time Jobs until the expiration of fifteen (15) years after first creating such number of jobs. For purposes of this Agreement, "New Full-Time Jobs" means full-time jobs created in or relocated to the Village after the construction of the Facility is completed and it is opened for business.
- (b) If Developer does not timely satisfy the job creation provisions for any year as set forth in the preceding **Section 2.3(a)**, Developer shall have a cure period of ninety (90) days after the end of the applicable year to create the requisite number of New Full Time Jobs.
- (c) Developer will not knowingly employ any undocumented worker. Any such employment will be subject to penalties imposed by state and/or federal law.

2.4 Other Obligations.

- a) Developer will retain ownership throughout the useful life of the project.
- b) ~~Developer will petition the~~The ~~–Village for annexation of~~annexed approximately 20.017 acres to ~~Planned Development~~ District on February 11, 2016, within ninety (90) days of the Effective Date of this Agreement. The Village and the Developer hereby approve this Agreement as a valid and legally sufficient request to extend the Villagevillage limits (i.e., incorporated municipal boundary) of the Village to cover the Property, and no additional petitions or requests from the Owner are necessary, beyond that included as **Exhibit "D"**. ~~Owner may not withdraw or modify the Petition without the Village's~~City's written consent. ~~On February 18, 2016, The Village~~City agrees to apply a zoning classification zoned the property as Planned Development District No. 4-Mixed Use, which allows multi-family dwellings and senior assisted living facilities, ~~to the Property that~~which will ~~would~~not cause any then-current structure or the use of the Property to become noncomplying or nonconforming as a result of the classification.
- c) The Facility will have on-site management and maintenance during daytime hours with 24 hour on-call service.
- e)d) The Facility, after annexation, will ~~pay the full assessed amount~~add no less than

\$7,500.00 in property tax revenue per year to the Village ~~which is estimated to be no less than \$7,500.~~

Ⓧ) Management will ensure that applicants are age ~~6255~~ or older and will conduct a background check as part of the resident application process.

Ⓧ) If Developer does not timely satisfy the Other Obligation provisions as set forth in the preceding Section 2.4(a-e), Developer shall have a cure period of ninety (90) days after the end of the applicable deadline to perform such obligations.

2.5 Local Business Participation. In an effort to further stimulate and positively impact the local economy, Developer shall use commercially reasonable efforts to provide local small businesses an equal opportunity to participate as suppliers for materials and services purchased by Developer exclusively for use at the Facility.

2.6 Compliance with Village Regulations. For the construction of the Facility, or the construction or remodeling of the Facility in the future, Developer will comply with all applicable Village Code regulations.

2.7 Failure to Meet Obligations. In the event that Developer fails to fulfill its obligations under the performance terms above, after receipt of notice and expiration of the cure period described in **Section 4.4** below, the Village may, at as its sole and exclusive remedy, terminate this Agreement, whereupon the Village shall not be required to perform, and Developer shall not be entitled to receive any further performance by the Village under this Agreement, provided, however that Developer shall be obligated to pay the Village for any inspection or permitting services by the Village before the termination of this Agreement.

III. Village Obligations

3.1 Economic Development Incentive. In consideration of Developer performance of each of its obligations under this Agreement, the Village will make an annual grant incentive payment of \$930.00 to be paid on May 1 of each year for 15 years beginning on May 1, ~~2016-2017~~ and ending on May 1, ~~2031-2032~~ with a total incentive being \$13,950.00.

IV. General Terms

4.1 Effective Date and Term. This Agreement shall become enforceable and be effective upon December 11, 2014 (the "**Effective Date**") after approval by the Village Board of Aldermen. Unless this Agreement is terminated earlier in accordance with its terms, Developer obligations to perform under this Agreement shall be completed one year after the Facility has been opened for business. If the construction of the Facility has not been completed by December 1, 2016 then the Village's sole and exclusive remedy shall be to terminate this Agreement. This Agreement shall terminate on the fifteenth anniversary of the date on which Developer meets the requirements specified under Section 2 or May 1, 2031, whichever is earlier.

(a) The payments to be made to Developer or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the Village as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the Village under applicable Texas law, subject to any applicable limitations or procedural requirements.

4.2 Representations and Warranties. The Village represents and warrants to Developer that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Developer represents and warrants to the Village that it has the requisite authority to enter into this Agreement.

4.4 Default. Subject to Developer right to cure under **Section 2.3(b) and 2.4(f)**, if either the Village or Developer should default in the performance of any of their respective obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of ninety (90) days after the receipt of said notice to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the Developer defaults on any obligation under this Agreement, the Village's sole and exclusive remedy shall be to terminate this Agreement and receive from Developer reimbursement for all previous payments made.

4.5 Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed by the Village and Developer.

4.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4.7 Assignment. Except as provided below, Developer may not assign all or part of its rights and obligations to a third party without prior written approval of the Village, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary, Developer may assign all or part of its rights and obligations without the prior consent of the Village to an affiliate of Developer and to a third party lender advancing funds for the acquisition, construction or operation of Developer's facilities.

4.8 Termination. In the event Developer elects not to proceed with the Project as contemplated by this Agreement, Developer shall notify the Village in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect. Notwithstanding anything herein to the contrary, Developer may terminate this Agreement at any time upon written notice to the Village. In such event, the parties shall have no further rights or obligations hereunder other than those accruing prior to such termination, subject to Developer having to pay the Village for any inspection or permitting services provided to Developer prior to any termination date.

4.9 INDEMNIFICATION. TO THE EXTENT PROVIDED BY LAW AND EXCEPT AS OTHERWISE MAY BE PROVIDED IN THIS AGREEMENT, EACH PARTY SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE OTHER PARTY FROM ANY AND ALL LOSS, LIABILITY, CLAIM, LAWSUIT, INJURY, EXPENSE OR DAMAGE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER OCCASIONED BY THE PERFORMANCE OR NONPERFORMANCE BY SUCH INDEMNIFYING PARTY, ITS AGENTS, EMPLOYEES, SERVANTS, OR ASSIGNS, OF ANY COVENANT OR CONDITION OF THIS AGREEMENT OR BY THE NEGLIGENCE, IMPROPER CONDUCT OR INTENTIONAL ACTS OR OMISSIONS OF SUCH INDEMNIFYING PARTY, ITS AGENTS, EMPLOYEES, SERVANTS OR ASSIGNS.

4.10 Notice. Any notice or statement required to be delivered pursuant to this Agreement must be in writing and shall be deemed delivered by actual delivery, by facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

Jim Markel
~~206 Peach Way, PO Box 7688~~
~~Columbia Missouri, 65205~~

Phone: ~~573-443-2021~~
Fax:

VILLAGE:

Village Administrator
301 North Stagecoach Drive
Salado, Texas 76571
Phone: 254-947-5060
Fax: 254-947-5061

Either party may designate a different address at any time upon written notice to the other party.

4.10 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for, nor against any party.

4.11 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in the State courts of Bell County, Texas.

4.12 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

4.14 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

4.15 No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The Village, its past and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with Developer or the construction or operation of any portion of the Facility.

4.16 Public and Confidential Information. Information provided by or on behalf of Developer under or pursuant to or in connection with this Agreement (including, but not limited to, the terms of this Agreement and any and all non-public information provided by Developer) shall be maintained as confidential to the extent allowed by law. If Developer's proprietary, financial or trade secret information is requested under the Texas Public Information Act, the Village shall promptly notify Developer of such request and shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests. Other public records and information provided to the Village and its representatives to verify compliance with this Agreement shall be available for public inspection.

4.17 Exhibits. The following Exhibits are attached and incorporated by reference for all purposes.

Exhibit "A"	Description of Property
Exhibit "B"	Site Plan
Exhibit "C"	Building Facades
Exhibit "D"	Annexation Petition Form

4.18 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

EXECUTED by the authorized representatives of the parties on the dates indicated below to be effective as of the Effective Date.

THE VILLAGE OF SALADO

ATTEST:

By: Skip Blancett, Mayor

Mary Ann Ray, Village Secretary

JES Dev. Co., Inc.

By: _____

Date: _____

By: Will Markel
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF BELL §

Before me, the undersigned authority, on this day personally appeared _____, who after first being by me duly sworn, acknowledged and stated the witness has executed the above and foregoing document for the purposes and consideration therein expressed, and in the Village therein expressed, and with full authority to so act, on this, the _____ day of _____, ~~2016~~20142016.

Notary Public in and for the State of Texas
My commission expires: _____

BOARD OF ALDERMEN
AGENDA ITEM MEMORANDUM

6/2/16
Item #8
Regular Agenda
Page 1 of 1

DEPT/DIVISION REVIEW: Jack Hensley, Chief of Police; Alderman Michael McDougal

ITEM DESCRIPTION: Presentation, discussion, and possible action on the award of a bid through BuyBoard for the purchase of either a 2016 Ford Explorer SUV in the amount of \$31,394.55 or a 2016 Ford Interceptor sedan in the amount of \$29,339.57 for the Salado Police Department and authorizing staff to bring forth a budget amendment in the amount of \$10,554.55 for the Explorer or \$8,489.57 for the Interceptor, to include \$650 for installation of graphics for the vehicle and \$300 for the computer mount.

STAFF RECOMMENDATION: N/A

ITEM SUMMARY AND ANALYSIS: This item is to replace a police vehicle that was wrecked November 5, 2015, and subsequently totaled out by TMLIRP. The settlement from TMLIRP was \$16,800. No suitable used police vehicles were available for the amount of the settlement. The Chief subsequently contacted BuyBoard and received bids for the following:

2016 Ford Explorer SUV \$31,394.55

2016 Ford Interceptor Sedan \$29,339.57

Factors that should be considered:

1. If the Village determines that it will trade the vehicle in after a period of time, the Explorer would have a higher rate of return on trade.
2. If the Village determines that it wishes to use the vehicle until it reaches its maximum mileage for a service vehicle, the sedan's lower cost makes it the better return on investment.
3. The vehicle that was wrecked was a sedan.

FISCAL IMPACT:

	Explorer SUV	Interceptor Sedan
Price	31,394.55	\$29,339.57
Insurance	16,800.00	16,800.00
Budgeted amount	5,000.00	5,000.00
Graphics	650.00	650.00
Computer mount	300.00	300.00
Budget amendment	10,554.55	8,489.57

The source of the amendment will be determined by BOA.

ATTACHMENTS:

Bids from BuyBoard

CALDWELL COUNTRY
FORD & CHEVROLET
BUYBOARD BID 430-13

End User: SALADO PD Caldwell Rep: AARON WILEY
 Contact: CHIEF JACK HENSLEY Phone/fax: 254-773-8824 / 254-773-8802
 Phone/email: 254-947-5681/jhensly@saladotx.gov Date: Monday, March 28, 2016
 Product Description: FORD EXPLORER email: aaron@caldwellcountry.com

A. Bid Series: 104 A. Base Price: **\$ 25,181.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2016 PI UTILITY AWD	\$ 554.00	51Y	DRIVER SIDE SPOT LIGHT	\$ 204.00
	3.7L FFV V6; 6-SPD AUTOMATIC	INCL	17A	REAR AUX. A/C	\$ 579.00
	A/C & HEAT; AM/FM/CD	INCL	43D	DARK CAR FEATURE	\$ 19.00
	CRUISE : RUBBER FLOOR	INCL	595	KEYLESS ENTRY	\$ 247.00
	POWER WINDOWS AND LOCKS	INCL	86P	FRONT HEADLAMP HOUSING	\$ 118.00
	CLOTH BUCKETS FRONT	INCL		FOR HIDE-A-WAY LIGHTS	
	VINYL 2ND ROW SEAT	INCL	86T	REAR TAILLIGHT HOUSING	\$ 57.00
	REAR VIEW CAMERA	INCL		FOR HIDE-A-WAY LIGHTS	
			60A	GRILL WIRING PACKAGE	\$ 47.00
				SEVERAL STOCK TO THIS SPEC	NOTE

Total of B. Published Options: **\$ 1,825.00**

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 16.9 %

Options	Bid Price	Options	Bid Price
CAP FLEET UPFITTERS	CAPQ10425	OXFORD WHITE	COLOR
SEE ATTACHED QUOTE	\$ 4,567.55	ESTIMATED 90-120 DAYS W/ CAP FLEET	
		INSTALLATION	DELIVERY

Total of C. Unpublished Options: **\$ 4,567.55**

D. Pre-delivery Inspection: **\$ -**

E. Texas State Inspection: **\$ -**

F. Manufacturer Destination/Delivery: **\$ -**

G. Floor Plan Interest (for in-stock and/or equipped vehicles): **\$ -**

H. Lot Insurance (for in-stock and/or equipped vehicles): **\$ -**

I. Contract Price Adjustment: AUX. REAR A/C DISCOUNT **\$ (579.00)**

J. Additional Delivery Charge: 0 miles **\$ -**

K. Subtotal: **\$ 30,994.55**

L. Quantity Ordered 1 x K = **\$ 30,994.55**

M. Trade in: **\$ -**

N. BUYBOARD FEE PER PURCHASE ORDER **\$ 400.00**

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE **\$ 31,394.55**

CALDWELL COUNTRY
FORD-CHEVROLET
BUYBOARD BID 430-13

End User: SALADO PD Caldwell Rep: AARON WILEY
 Contact: CHIEF JACK HENSLEY Phone/fax: 254-773-8824 / 254-773-8808
 Phone/email: 254-947-5681/jhensley@saladotx.gov Date: Monday, March 28, 2016
 Product Description: FORD POLICE INTERCEPTOR SEDAN email: aaron@caldwellcountry.com

A. Bid Series: PROGRAM 132 A. Base Price: \$ 24,374.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
P2M	2016 AWD PI SEDAN	INCL	21D	DRIVER SIDE SPOT LIGHT	INCL
	3.5L V6: 6SPD AUTOMATIC	INCL	13P	PRE- DRILLED FRONT LIGHTS	INCL
	A/C & HEAT; AM/FM/CD RADIO	INCL	13C	COURTACY LAMP DISABLED	INCL
	CLOTH BUCKETS FRONT	INCL	90T	PRE-DRILLED TAILLIGHT	INCL
	VINYL REAR	INCL	60P	KEYLESS ENTRY FOB	INCL
	RUBBER FLOORS	INCL			
	POWER WINDOWS & LOCKS	INCL	10427	CAP FLEET UPFITTERS	\$ 4,565.57
	REARVIEW CAMERA	INCL		SEE ATTACHED QUOTE	
	CRUISE CONTROL	INCL			
Total of B. Published Options:					\$ 4,565.57

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		WHITE	COLOR
		ESIMATED 120-150 DAYS W/ CAP FLEET	
		INSTALLATION	DELIVERY
Total of C. Unpublished Options:			\$ -

D. Pre-delivery Inspection: \$ -

E. Texas State Inspection: \$ -

F. Manufacturer Destination/Delivery: \$ -

G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

I. Contract Price Adjustment: _____

J. Additional Delivery Charge: 0 miles \$ -

K. Subtotal: \$ 28,939.57

L. Quantity Ordered 1 x K = \$ 28,939.57

M. Trade in: _____

N. BUYBOARD FEE: \$ 400.00

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE: \$ 29,339.57