

AGENDA

CITY OF TAYLOR, TEXAS

MAIN STREET ADVISORY BOARD

5:30 pm on December 15, 2021
Taylor City Hall Conference Room

Main Street is a grassroots effort of Economic Development through Historic Preservation

The Main Street Movement is based on the 4 Point Process:

- 1. ORGANIZATION – Bringing together your stakeholders (property & business owners, residents, employees, schools, government, organizations, etc.) to work toward a goal of a revitalized DT.**
- 2. DESIGN – Improving the curb appeal of downtown and creating a safe, welcoming, and inviting environment both in the overall district and in the individual stores.**
- 3. PROMOTION – Telling your downtown’s story. So much more than special events – it is marketing to your residents, workers, visitors, and shoppers.**
- 4. ECONOMIC VITALITY – Supporting your existing business mix while actively recruiting new businesses to bolster your Downtown business stock.**

CALL TO ORDER AND DECLARE A QUORUM

CITIZEN COMMUNICATION

CONSENT AGENDA:

(The Consent Agenda includes non-controversial and routine items that the Commission or Board may act on with one single vote. The Chairman or a Board member may pull any item from the Consent Agenda to discuss and act upon it individually as part of the Regular Agenda.)

1. Review and approve minutes from the MSAB regular meeting held on November 17, 2021.
2. Review and receive the financial reports from November 2021

REGULAR AGENDA:

1. Main Street Manager’s reports:
 - a. Manager’s Activity Report
 - b. Downtown Property Report
 - c. Downtown Business Report
 - d. Board Member Attendance Report
2. Rental Assistance Grant request – Jan Harris

- a. Alli Holder – Cherry Tree Home & Gifts – 104 E. 2nd St
3. Discuss and provide input regarding Downtown Wayfinding Signage – Jan Harris
4. Consideration of funding support for 2nd Saturdays – Jan Harris
5. Consideration of Digital Map Project – Ashley Doss/Jan Harris
6. Discuss any feedback from Board members regarding
 - a. updates to the Signage Grant – Doug Moss
 - b. updates to the Signage Design Guidelines – Doug Moss
7. Committee report on Open Flag project – Curie Humphreys/Ashley Doss
8. Discuss items for upcoming agendas – Doug Moss

ADJOURN

Next Meeting Date: January 19, 2022

The Board may vote and/or act upon each of the items listed in this Agenda. The Board reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. I certify that the notice of this meeting was posted in the Taylor City Hall Lobby continuously for 72 continuous hours before **December 15, 2021**. I further certify that the following news media was notified of this meeting: Taylor Daily Press.

Posted By: Jan Harris Date: 12/8/2021
Jan Harris, Main Street Manager

Main Street Advisory Board

December 15, 2021

Agenda Item Cover Sheet - 1

Approve November Meeting Minutes

MEETING MINUTES

CITY OF TAYLOR, TEXAS

MAIN STREET ADVISORY BOARD

5:30 pm on November 17, 2021
Taylor City Hall Conference Room

Main Street™ is a grassroots effort of Economic Development through Historic Preservation

The Main Street Movement is based on the 4 Point Process™:

1. **ORGANIZATION** – Bringing together your stakeholders (property & business owners, residents, employees, schools, government, organizations, etc.) to work toward a goal of a revitalized DT.
2. **DESIGN** – Improving the curb appeal of downtown and creating a safe, welcoming, and inviting environment both in the overall district and in the individual stores.
3. **PROMOTION** – Telling your downtown's story. So much more than special events – it is marketing to your residents, workers, visitors, and shoppers.
4. **ECONOMIC VITALITY** – Supporting your existing business mix while actively recruiting new businesses to bolster your Downtown business stock.

MEMBERS PRESENT: Ruth Rivera, Curie Humphreys (arrived at 5:50 pm), John McRae, Ashley Doss, Jeff Snyder, Erwin Stauffer, and Chairman Doug Moss

STAFF PRESENT: Jan Harris, Main Street Manager

GUESTS PRESENT: Hayley Blundell, Hayley's Grains; Harper Doss; and Richard Stone, PAAB Chair

CALL TO ORDER AND DECLARE A QUORUM – Chairman Moss called the meeting to order at 5:31 pm and noted that a quorum was present.

CITIZENS COMMUNICATION – None

REGULAR AGENDA - Review, Discuss and Consider Action:

1. **Review and approve minutes from the MSAB regular meeting held on October 21, 2021 –**
MOTION: A motion was made to approve the October minutes as presented. E. STAUFFER / J. MCRAE / UNANIMOUS
2. **Receive the financial reports from October 2021 –**
MOTION: The board received the financial reports as information. J. MCRAE / A. DOSS / UNANIMOUS

REGULAR AGENDA - Review, Discuss and Consider Action:

1. **Main Street Manager's reports:**
 - a. **Manager's Activity Report** – Jan reviewed her monthly activity report with the board.
 - b. **Downtown Property Report** – A typographical error was noted in the Available Property Report which will be corrected. Of the 6 properties listed for sale on the report, 1 has been sold. There are 11 properties listed for lease in the downtown district. These range in size from 400/SF to 3937/SF along with a vacant lot with the owners offering to build to suit one or more tenants.

- c. **Downtown Business Report** – There were no outgoing businesses reported for October; 5 businesses are in the process of opening in the downtown and another property is relocating into the district.
 - d. **Board Member Attendance Report** – Jan reviewed the attendance report with the board.
 - e. **Report from MS Manager Training in Seguin** – Jan provided an overview of the annual TX MS Managers’ Retreat and touched on the topics presented. The highlight of the Retreat was the 3-phase presentation by Matt Wagner, Ph.D. from the NMSC entitled, “Growth Strategies for Your Businesses: Creating a Comprehensive Support Ecosystem.” Other information included the annual training calendar, updated Quarterly Activity Form, the Design Request Form, and the Texas Treasure Business Award honoring local businesses operating 50 years or more.
2. **Update on Music on Main Concert Series:** Chairman Moss agreed to move Item 9 under the Regular Agenda up so that Richard Stone could discuss the Music on Main project with the Board. Chairman Stone reported that the Music on Main series was the brainchild of PAAB member Janetta McCoy and that it offered monthly shows starting in July on 3rd Thursdays and one 2nd Saturday concert on November 13th. The attendees have increased in number with each concert. The November 13th concert featuring Joe Posada was underwritten by PAAB funds and sponsorships. This was the most expensive concert to date with Mr. Posada charging \$4500 for the musicians, lights, and backline. The other concerts cost around \$1,000-\$1,500 each. The Main Street Board contributed \$2,600 to the Music on Main concerts and the PAAB contributed \$3,615. The balance of expenses was covered by sponsorships.
- Chairman Stone was unsure how the MSAB and PAAB could better work together to grow the concerts and support the local small businesses in downtown Taylor on 3rd Thursday. He did say that downtown businesses should be encouraged to support the Music on Main concerts and whatever they might offer in conjunction with them (dinner to go boxes, etc.) and by leveraging the events via their own social media platforms.
- ACTION ITEM: Explore the development of a logo for DT Businesses that can be used in publicity for MoM.**
- He also noted that the 2022 season was being planned and that it was forecast to cost \$25,000. The PAAB is provided a project budget of \$10,000 by the City so additional funds would have to be raised to offset the deficit. Also, he noted there were other ongoing projects that the PAAB were doing which also competed for those City funds. He asked the Main Street Board to assist in the financial support of the Music on Main Concerts. Janetta was holding meetings where she sought community input regarding the types of music to be played as they were aware of the need to have these concerts represent all segments of Taylor’s population. One idea was to branch into R&B & jazz for 2022.
- ACTION ITEM: Doug noted that he had a jazz musician he could recommend for the concert who was a Grammy Award winner.**
- It was discussed that a member of the MSAB could function as contact liaison with the Music on Main Concerts.
- ACTION ITEM: Curie Humphreys volunteered to be the liaison.**
- ACTION: The MSAB received Chairman Stone’s comments as information and no action was taken by the Board.**
3. **Rental Assistance Grant requests:** While the MSAB had voted unanimously to sunset the Rental Assistance grant program at the October 21, 2021 meeting, these two grants were already in play. Ms. Holder’s grant application had been tabled since December 2020 and Ms. Blundell had been in communication with the MS Manager prior to October but had submitted her packet on 10/27/21. No additional grants will be considered from this point forward.
- a. **Hayley Blundell – Hayley’s Grains – 120 W. 2nd St.; Ste G** – Hayley’s Grains is a corner market offering sustainable household goods, organic & healthy pantry items, and fresh foods located in the Titworth Building. It began as a booth at the Taylor Farmers’ Market and opened as a storefront in August 2021. Her location is co-owned by Judy Blundell and Mark Nibbelink. Ms. Blundell presented a comprehensive and detailed Business Plan, a Marketing Plan, and reports containing detailed financial records and profit/loss projections. Her rent is

\$668.75/month. The maximum allowable grant she could receive is \$334.38 for 6 months followed by payments reduced by 11.5%/month until the final payment of \$160.57.

Jan reported that the line item has \$14,600 as of October 1st with \$3,958.54 in RA grant payments encumbered for the balance of Dee's Florist & Gifts. This leaves an available balance of \$10,641.46. Should the Board award Ms. Blundell the maximum grant available to her, this would deplete the current FY budget by \$3,000.98 and result in a need to encumber \$342.07 in the FY 22-23 budget. After subtracting the estimated amount of Ms. Blundell's grant, the RA grant line item would have a remainder of \$7,640.48 for FY 21-22.

MOTION: To award Hayley's Grains owned by Hayley Blundell a 12-month Rental Assistance grant beginning in December for a total amount of \$3,343.05. J. SNYDER / C. HUMPHREYS / UNANIMOUS

- b. **Allison Holder – Cherry Tree Home & Gifts – 104 E. 2nd St.** – This RA grant application was first reviewed by the MSAB at their December 16, 2020 meeting where it was tabled pending the receipt of a revenue budget and evidence of adequate financial reserves. Ms. Holder has submitted a brief memo noting that Mr. Dean Threadgill, owner of Taylor Office Products, who was "prepared to support the business as required or needed." Staff had repeatedly requested more detailed financial information, but none has been forthcoming.

Ms. Holder's monthly rent when she initially applied was \$2,000 but it increased to \$2,225 as of October 1, 2021. No updated paperwork was provided. The maximum allowable grant she could receive is \$750/month for 6 months which then are decreased by 11.5% each month until the final RA payment of \$360.15.

Jan reported that there was \$7,640.48 remaining in the RA grant budget. The total amount of funds which would be paid to property owner Ed Hile during this FY would be \$6,731.11 leaving a balance of \$909.37.

The following Board members recused themselves from the vote on this grant: Curie Humphreys, Ashley Doss, and Erv. Stauffer.

MOTION: To approve the grant request but reduce the maximum allowable award to be \$400 rather than \$750. R. RIVERA / D. MOSS / 2 VOTES IN FAVOR (RIVERA & MOSS), 2 VOTES OPPOSED (SNYDER & MCRAE) / 3 ABSTAINING (STAUFFER, HUMPHREYS, & DOSS).

MOTION: Staff to go back to the applicant and inform her that the vote was tied because insufficient information has been provided regarding her financial records and profit/loss records & projections. She is to be informed that her grant will be reviewed a 3rd time on December 15th where a decision will be made, and the Rental Assistance grant program will be ended. D. MOSS / R. RIVERA / 4 IN FAVOR (MOSS, SNYDER, MCRAE, & RIVERA) & 3 ABSTAINING (STAUFFER, HUMPHREYS, & DOSS).

4. **Consideration of funding support for 2nd Saturdays** - Ian Davis asked the Board at the October meeting to consider providing money to help offset the cost of Facebook advertising for 2nd Saturdays. Jan reported that there was \$3,225.00 available in advertising for the FY.

MOTION: To empower staff to explore ways to promote 2nd Saturday for all businesses equally via social media. J. SNYDER / E. STAUFFER / UNANIMOUS.

ACTION ITEM: Staff to talk to Ian before the Dec. meeting to see if the current Taylor 2nd Saturday FB page could promote all businesses equally and not be such a large platform for TCB.

5. **Consideration of Digital Map Project** – Ashley Doss presented information about Membershipware which offers software designed to promote businesses via a website with maps & directories included in the basic membership. The Basic Level is \$40/month and Premium is \$99/month. The consensus of the board was that something along these lines would be a better use of our advertising funds as businesses would be promoted equally. Jan encouraged a meeting with the PIO team to see if (1) there was a way to incorporate Membershipware into the existing City website and (2) so enquire whether Main Street could be allocated a bit of bandwidth on the website to promote businesses/properties within the MS program district.

MOTION: To have staff & the committee meet with the PIO to determine how the project may be moved forward and to report back at December meeting. A. DOSS / C. HUMPHREYS / UNANIMOUS.

6. Review of Cara Lowrimore's Report from the MSAB Work Plan Meeting –

MOTION: To accept the report as presented and to return for in depth discussion and implementation of a work plan. D. MOSS / E. STAUFFER / UNANIMOUS

7. Discuss and approve changes to the Main Street Sign Grant Program –

ACTION ITEM: Board members were asked to read the guidelines and application and return comments to Staff.

ACTION: The item was tabled until the December meeting.

8. Committee report on Signage Design Guidelines Project – The Board was presented with the 4th revision of the document with further edits/changes made by Staff.

ACTION ITEM: Board members were asked to read the grant form and return comments back to Staff.

9. Committee report on the OPEN FLAG PROJECT – Jan presented a spreadsheet showing the eligible businesses and the status of received business & property owner agreements. Initially, the burden was to be placed on the business owner to obtain the property owner's signature. Doug felt that this might not be best.

ACTION ITEM: Staff to compile a spreadsheet showing property owners by business address for the board. It was decided that installing flags on a test block might be the best way to jumpstart the receipt of agreement forms. The businesses/property owners on 2nd Street were divided up for board members to work on.

ACTION ITEM: Jan to set a date with Rick Jones to install the brackets on 2nd Street.

10. Update on Main Street Car Show – Jan provided preliminary numbers showing that there was a deficit in funds for the Car Show this year. The inclusion of City costs to the event drove the expenses up as did an increase in overall prices and a better sound system. Coupled with that, fewer sponsorships at lower amounts also hurt. Because of COVID, planning for the event didn't start until July/August which hurt sponsorships. Discussion that sales tax revenue generated by local businesses on that day should be incorporated into the income for the event as well as intangibles such as 10,000 people visiting downtown Taylor and discovering what we have to offer.

ACTION: The report was received as information by the Board.

11. Discuss items for the upcoming agenda:

- Consideration of RA grant application for Cherry Tree Home & Gifts
- Discussion of future work session to develop 2022 work plan
- Report on progress with the Digital Map Project
- Discussion/approval of revised Sign Grant packet
- Signage Design Guidelines report
- Open Flag Project report
- A meeting of the TIF Board will be held just prior to the MSAB meeting.

12. Adjourn –

MOTION: To adjourn the meeting until December 15th at 5:30 pm. J. SNYDER / E. STAUFFER / UNANIMOUS.

Respectfully submitted,
Jan Harris – Main Street Manager

Main Street Advisory Board

December 15, 2021

Agenda Item Cover Sheet - 2

Receive November Financial Reports

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2021

123-MAIN STREET REVENUE FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-	INTERGOVERNMENTAL REV	17,000.00	0.00	0.00	0.00	0.00	17,000.00
430-	USE OF MONEY AND PROP	0.00	0.00	0.00	0.00	0.00	0.00
440-	DONATIONS FROM PRIVAT	51,500.00	11,418.00	24,544.00	47.66	0.00	26,956.00
450-	INTERFUND OPERATING T	39,600.00	0.00	0.00	0.00	0.00	39,600.00
***	TOTAL REVENUES ***	108,100.00	11,418.00	24,544.00	22.70	0.00	83,556.00
<u>EXPENDITURE SUMMARY</u>							
615-	CONTRIBUTE TO CIVIC P	108,100.00	9,290.87	32,625.92	38.11	8,569.20	66,904.88
***	TOTAL EXPENDITURES ***	108,100.00	9,290.87	32,625.92	38.11	8,569.20	66,904.88
***	TOTAL PROFIT / (LOSS) ***	0.00	2,127.13	(8,081.92)	0.00	(8,569.20)	16,651.12

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2021

123-MAIN STREET REVENUE FUND
REVENUES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>330-INTERGOVERNMENTAL REVENUES</u>							
330-234	TEDC CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00
330-235	GENERAL CONTRIBUTIONS	17,000.00	0.00	0.00	0.00	0.00	17,000.00
330-236	OTHER CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00
** REVENUE CATEGORY TOTAL **		17,000.00	0.00	0.00	0.00	0.00	17,000.00
<u>430-USE OF MONEY AND PROPERTY</u>							
430-331	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00
430-335	REFUNDS AND REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
** REVENUE CATEGORY TOTAL **		0.00	0.00	0.00	0.00	0.00	0.00
<u>440-DONATIONS FROM PRIVATE SOU</u>							
440-352	FARMERS' MARKET RENTAL FEES	6,000.00	0.00	621.00	10.35	0.00	5,379.00
440-353	MAIN STREET CAR SHOW	25,000.00	10,033.00	22,538.00	90.15	0.00	2,462.00
440-354	WINE SWIRL	4,500.00	0.00	0.00	0.00	0.00	4,500.00
440-355	HERITAGE SQ CHRISTMAS LIGHTS	0.00	0.00	0.00	0.00	0.00	0.00
440-356	CHRISTMAS BAZAAR	2,000.00	1,385.00	1,385.00	69.25	0.00	615.00
440-357	SALES AND OTHER FUNDRAISINGS	0.00	0.00	0.00	0.00	0.00	0.00
440-358	TAYLOR BLACKLAND PRAIRIE DAYS	14,000.00	0.00	0.00	0.00	0.00	14,000.00
440-359	SPOOKTACULAR	0.00	0.00	0.00	0.00	0.00	0.00
** REVENUE CATEGORY TOTAL **		51,500.00	11,418.00	24,544.00	47.66	0.00	26,956.00
<u>450-INTERFUND OPERATING TRANSF</u>							
450-361	TRANSFER FROM TIF	20,000.00	0.00	0.00	0.00	0.00	20,000.00
450-362	TRANSFER FROM H.O.T.	5,000.00	0.00	0.00	0.00	0.00	5,000.00
450-365	TRANSFER FROM GENERAL FUND	14,600.00	0.00	0.00	0.00	0.00	14,600.00
** REVENUE CATEGORY TOTAL **		39,600.00	0.00	0.00	0.00	0.00	39,600.00
*** TOTAL REVENUES ***		108,100.00	11,418.00	24,544.00	22.70	0.00	83,556.00

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2021

123-MAIN STREET REVENUE FUND
615-CONTRIBUTE TO CIVIC PROGRA
DEPARTMENT EXPENSES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>100-EMPLOYEE SERVICES</u>							
<u>WAGES & SALARIES</u>							
615-111	REGULAR FULL TIME	0.00	0.00	0.00	0.00	0.00	0.00
	* SUB-CATEGORY TOTAL *	0.00	0.00	0.00	0.00	0.00	0.00
	** CATEGORY TOTAL **	0.00	0.00	0.00	0.00	0.00	0.00
<u>200-OPERATIONAL SUPPLIES</u>							
<u>PROGRAM/SPECIAL EVENTS</u>							
615-232	FARMERS' MARKET	6,000.00	410.55	710.55	11.84	0.00	5,289.45
615-233	CITY SPONSORED EVENTS	5,225.00	2,000.00	2,000.00	38.28	0.00	3,225.00
615-234	FUND RAISING GOODS	0.00	0.00	0.00	0.00	0.00	0.00
615-235	MAIN ST CAR SHOW	25,000.00	5,229.81	27,604.86	117.02	1,650.00	(4,254.86)
615-236	TAYLOR BLACKLAND PRAIRIE DAYS	25,000.00	0.00	0.00	0.00	0.00	25,000.00
615-237	WINE SWIRL	4,000.00	0.00	0.00	0.00	0.00	4,000.00
615-238	CHRISTMAS BAZAAR	1,000.00	0.00	0.00	0.00	0.00	1,000.00
615-239	SPOOKTACULAR	1,550.00	406.41	406.41	26.22	0.00	1,143.59
	* SUB-CATEGORY TOTAL *	67,775.00	8,046.77	30,721.82	47.76	1,650.00	35,403.18
<u>SPECIALTY SUPPLIES</u>							
615-259	MISC. SUPPLIES	2,500.00	0.00	0.00	276.77	6,919.20	(4,419.20)
	* SUB-CATEGORY TOTAL *	2,500.00	0.00	0.00	276.77	6,919.20	(4,419.20)
	** CATEGORY TOTAL **	70,275.00	8,046.77	30,721.82	55.91	8,569.20	30,983.98

500-CONTRACT SERVICES AND FEES

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2021

123-MAIN STREET REVENUE FUND
615-CONTRIBUTE TO CIVIC PROGRA
DEPARTMENT EXPENSES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>PROFESSIONAL SERVICES</u>							
615-519	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
	* SUB-CATEGORY TOTAL *	0.00	0.00	0.00	0.00	0.00	0.00
<u>FEEES FOR SERVICES</u>							
615-523	OUTSIDE PRINTING	0.00	0.00	0.00	0.00	0.00	0.00
615-528	ADVERTISING	3,225.00	0.00	0.00	0.00	0.00	3,225.00
	* SUB-CATEGORY TOTAL *	3,225.00	0.00	0.00	0.00	0.00	3,225.00
** CATEGORY TOTAL **		3,225.00	0.00	0.00	0.00	0.00	3,225.00
<u>700-CAPITAL OUTLAY</u>							
<u>OFFICE FURNITURE/EQUIPMENT</u>							
615-719	OTHER CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
	* SUB-CATEGORY TOTAL *	0.00	0.00	0.00	0.00	0.00	0.00
** CATEGORY TOTAL **		0.00	0.00	0.00	0.00	0.00	0.00
<u>800-CONTRIBUTIONS & CONTINGENC</u>							
<u>CONTRIBUTIONS/TRANSFERS</u>							
615-811	RENTAL ASSISTANCE	14,600.00	1,244.10	1,904.10	13.04	0.00	12,695.90
615-813	FACADE GRANT	20,000.00	0.00	0.00	0.00	0.00	20,000.00
615-819	OTHER CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00
	* SUB-CATEGORY TOTAL *	34,600.00	1,244.10	1,904.10	5.50	0.00	32,695.90
** CATEGORY TOTAL **		34,600.00	1,244.10	1,904.10	5.50	0.00	32,695.90
*** DEPARTMENT TOTAL ***		108,100.00	9,290.87	32,625.92	38.11	8,569.20	66,904.88
*** TOTAL EXPENSES ***		108,100.00	9,290.87	32,625.92	38.11	8,569.20	66,904.88

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2021123-MAIN STREET REVENUE FUND
615-CONTRIBUTE TO CIVIC PROGRA
DEPARTMENT EXPENSES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
***	TOTAL PROFIT / (LOSS) ***	0.00	2,127.13	(8,081.92)	0.00	(8,569.20)	16,651.12

*** END OF REPORT ***

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2021

100-GENERAL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
***	TOTAL REVENUES ***	0.00	0.00	0.00	0.00	0.00	0.00
<u>EXPENDITURE SUMMARY</u>							
	524-MAIN STREET PROGRAM	121,376.00	1,906.04	8,401.52	8.16	1,500.00	111,474.48
***	TOTAL EXPENDITURES ***	121,376.00	1,906.04	8,401.52	8.16	1,500.00	111,474.48
***	TOTAL PROFIT / (LOSS) ***	(121,376.00)	(1,906.04)	(8,401.52)	8.16	(1,500.00)	(111,474.48)

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2021100-GENERAL FUND
REVENUES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
***	TOTAL REVENUES ***	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2021

100-GENERAL FUND
524-MAIN STREET PROGRAM
DEPARTMENT EXPENSES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>100-EMPLOYEE SERVICES</u>							
<u>WAGES & SALARIES</u>							
524-111	REGULAR FULL TIME	65,780.00	0.00	4,305.09	6.54	0.00	61,474.91
524-114	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
524-115	LONGEVITY PAY	100.00	0.00	0.00	0.00	0.00	100.00
524-118	INSURANCE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
524-119	CERTIFICATION PAY	0.00	0.00	0.00	0.00	0.00	0.00
* SUB-CATEGORY TOTAL *		65,880.00	0.00	4,305.09	6.53	0.00	61,574.91
<u>PAID BENEFITS</u>							
524-120	UNUM LIFE	140.00	0.00	14.53	10.38	0.00	125.47
524-121	FICA SOCIAL SECURITY	5,050.00	0.00	380.66	7.54	0.00	4,669.34
524-122	WORKERS COMPENSATION	130.00	29.17	29.17	22.44	0.00	100.83
524-123	STATE UNEMPLOYMENT TAXES	162.00	0.00	0.00	0.00	0.00	162.00
524-124	RETIREMENT- TMRS	8,870.00	0.00	580.26	6.54	0.00	8,289.74
524-126	HEALTH INSURANCE	7,750.00	642.98	1,285.96	16.59	0.00	6,464.04
524-127	DENTAL INSURANCE	320.00	0.00	48.78	15.24	0.00	271.22
524-128	LONG TERM DISABILITY	200.00	0.00	31.92	15.96	0.00	168.08
524-129	VISION INSURANCE	50.00	0.00	3.96	7.92	0.00	46.04
* SUB-CATEGORY TOTAL *		22,672.00	672.15	2,375.24	10.48	0.00	20,296.76
<u>ALLOWANCES/REIMBURSEMENTS</u>							
524-133	BUSINESS- TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00
524-135	BUSINESS MEALS	800.00	0.00	75.56	9.45	0.00	724.44
* SUB-CATEGORY TOTAL *		800.00	0.00	75.56	9.45	0.00	724.44
<u>TRAINING/PROFESSIONAL DEVELOPM</u>							
524-141	WORKSHOP TRAINING	350.00	0.00	0.00	0.00	0.00	350.00
524-142	PROFESSIONAL CONFERENCES	1,400.00	0.00	0.00	0.00	0.00	1,400.00
524-143	MEMBERSHIPS AND DUES	1,325.00	0.00	300.00	22.64	0.00	1,025.00
524-144	SUBSCRIPTIONS AND BOOKS	1,824.00	409.34	409.34	22.44	0.00	1,414.66
524-146	TRAINING- TRANSPORTATION	1,400.00	0.00	0.00	0.00	0.00	1,400.00
524-147	TRAINING- LODGING	2,200.00	319.12	319.12	14.51	0.00	1,880.88
524-148	TRAINING- MEALS	850.00	56.25	56.25	6.62	0.00	793.75
* SUB-CATEGORY TOTAL *		9,349.00	784.71	1,084.71	11.60	0.00	8,264.29

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2021

100-GENERAL FUND
524-MAIN STREET PROGRAM
DEPARTMENT EXPENSES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
** CATEGORY TOTAL **		98,701.00	1,456.86	7,840.60	7.94	0.00	90,860.40

200-OPERATIONAL SUPPLIESOFFICE SUPPLIES

524-211	GENERAL OFFICE SUPPLIES	1,000.00	38.08	94.54	9.45	0.00	905.46
524-213	PHOTOGRAPHIC SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
524-214	COMPUTER SUPPLIES	650.00	164.75	164.75	25.35	0.00	485.25
524-215	POSTAGE	100.00	0.00	0.00	0.00	0.00	100.00
* SUB-CATEGORY TOTAL *		1,750.00	202.83	259.29	14.82	0.00	1,490.71

PROGRAM/SPECIAL EVENTS

524-232	FOOD/MEALS	0.00	0.00	0.00	0.00	0.00	0.00
524-233	CITY SPONSORED EVENTS	17,000.00	0.00	0.00	0.00	0.00	17,000.00
524-234	FUND RAISING GOODS	0.00	0.00	0.00	0.00	0.00	0.00
524-235	PROMOTIONAL SUPPLIES	2,100.00	0.00	0.00	0.00	0.00	2,100.00
* SUB-CATEGORY TOTAL *		19,100.00	0.00	0.00	0.00	0.00	19,100.00

OPERATIONAL EQUIPMENT (ADMIN)

524-261	OFFICE FURNITURE	0.00	0.00	0.00	0.00	0.00	0.00
524-267	COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
524-269	OTHER OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
* SUB-CATEGORY TOTAL *		0.00	0.00	0.00	0.00	0.00	0.00

** CATEGORY TOTAL **		20,850.00	202.83	259.29	1.24	0.00	20,590.71
----------------------	--	-----------	--------	--------	------	------	-----------

300-FACILITIES OPERATIONS/MAINUTILITIES

524-323	TRUNK TELEPHONE SYSTEM	25.00	0.00	0.00	0.00	0.00	25.00
524-324	CELL PHONES	600.00	46.00	46.00	7.67	0.00	554.00
* SUB-CATEGORY TOTAL *		625.00	46.00	46.00	7.36	0.00	579.00

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2021

100-GENERAL FUND
524-MAIN STREET PROGRAM
DEPARTMENT EXPENSES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
** CATEGORY TOTAL **		625.00	46.00	46.00	7.36	0.00	579.00
<u>400-EQUIPMENT OPERATIONS/MAINT</u>							
<u>OFFICE EQUIPMENT</u>							
524-461	OFFICE EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00	0.00
524-462	OFFICE EQUIPMENT MAINT/REPAIR	1,000.00	167.89	223.17	22.32	0.00	776.83
* SUB-CATEGORY TOTAL *		1,000.00	167.89	223.17	22.32	0.00	776.83
** CATEGORY TOTAL **		1,000.00	167.89	223.17	22.32	0.00	776.83
<u>500-CONTRACT SERVICES AND FEES</u>							
<u>PROFESSIONAL SERVICES</u>							
524-512	ENGINEERING SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
524-519	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
* SUB-CATEGORY TOTAL *		0.00	0.00	0.00	0.00	0.00	0.00
<u>FEES FOR SERVICES</u>							
524-523	OUTSIDE PRINTING	0.00	0.00	0.00	0.00	0.00	0.00
524-528	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00
* SUB-CATEGORY TOTAL *		0.00	0.00	0.00	0.00	0.00	0.00
<u>CONTRACT SERVICES</u>							
524-532	SOFTWARE MAINT/LICENSING	200.00	32.46	32.46	16.23	0.00	167.54
524-539	OTHER CONTRACT SERVICES	0.00	0.00	0.00	0.00	1,500.00	(1,500.00)
* SUB-CATEGORY TOTAL *		200.00	32.46	32.46	766.23	1,500.00	(1,332.46)
** CATEGORY TOTAL **		200.00	32.46	32.46	766.23	1,500.00	(1,332.46)

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: NOVEMBER 30TH, 2021

100-GENERAL FUND
524-MAIN STREET PROGRAM
DEPARTMENT EXPENSES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>700-CAPITAL OUTLAY</u>							
OFFICE FURNITURE/EQUIPMENT							
524-714	COMPUTER EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
	* SUB-CATEGORY TOTAL *	0.00	0.00	0.00	0.00	0.00	0.00
** CATEGORY TOTAL **		0.00	0.00	0.00	0.00	0.00	0.00
<u>800-CONTRIBUTIONS & CONTINGENC</u>							
CONTRIBUTIONS/TRANSFERS							
524-819	OTHER CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00
	* SUB-CATEGORY TOTAL *	0.00	0.00	0.00	0.00	0.00	0.00
** CATEGORY TOTAL **		0.00	0.00	0.00	0.00	0.00	0.00
*** DEPARTMENT TOTAL ***		121,376.00	1,906.04	8,401.52	8.16	1,500.00	111,474.48
*** TOTAL EXPENSES ***		121,376.00	1,906.04	8,401.52	8.16	1,500.00	111,474.48
*** TOTAL PROFIT / (LOSS) ***		(121,376.00)	(1,906.04)	(8,401.52)	8.16	(1,500.00)	(111,474.48)

*** END OF REPORT ***

Main Street Advisory Board

December 15, 2021

Agenda Item Cover Sheet - 3

Receive Main Street Manager's Reports

- a. Manager's Activity Report
- b. Downtown Property Report
- c. Downtown Business Report
- d. Board Member Attendance Report
- e. Action Items Report

Main Street Monthly Report – November 2021

Community Outreach:

- Main Street Advisory Board Meeting – 11/17
- PAAB Public Arts Master Plan Work Session (in lieu of meeting) – 11/20
- Taylor Farmers Market Steering Committee Meeting – 11/8
- TX DT Assn. Education & Outreach Committee – 11/9

Local Business / Owner Visits:

- Met with business owners/mgr Waxplant & Greenhouse Craft Foods – bringing signage into compliance with City sign ordinance – 11/16

Event Planning:

- Car Show Post-Event Meeting – 11/15
- Pre-Christmas Parade Meeting – 11/29
- November Music on Main Concert held on 11/13 from 7 pm to 9 pm
- Christmas Fair on the Square to be held on Saturday, 12/4 – applications are on the City's website

Film Friendly Taylor – October Film Events:

- Movie "Blood Relatives" filmed in Taylor
- Foster Grant still photography advertisements filmed in Taylor
- Optimum Internet commercial filmed in Taylor
- Walker, Texas Ranger filmed in Taylor

Professional Development:

- COT Culture Committee Meeting – 11/23
- TX DT Association Conference – Denton, TX – 11/3-5

Other Duties:

- Development Team Meetings – Every Monday at 9am
- Updating Taylor property database on DowntownTX.org – ongoing
- Fielding telephone, email and in-person enquiries; providing technical assistance as needed
- Updating available property database
- Updating incoming/outgoing business database

Upcoming Projects:

- OPEN flag project progressing – flags delivered – obtaining building/business owner permissions before installing
- Signage Design Guidelines being formalized by a designer for printing

Upcoming Calendar of Events:

- Every Saturday 10am-2pm – Taylor Farmers Market – Heritage Square Pavilion
 - November 6 – Christian Freedom Church Service – Heritage Square
 - November 11 – Veterans Day
 - November 13 – Legion Beer Run – Murphy Park
 - November 13 – Music on Main Concert – Heritage Square
 - November 25 – Thanksgiving Day
 - November 27 – Small Business Saturday
 - December 4 – Christmas Fair on the Square
 - December 4 – Taylor Christmas Parade
 - January 15 – Run for the Roses – Murphy Park
 - January 17 – MLK March & Commemoration – Heritage Square

DOWNTOWN PROPERTY LISTING
December 2021 Properties for Lease

	A	B	C	D	E	F	G	H
1								
2	PROPERTY ADDRESS	PROPERTY NAME	# SF	PRICE/SF	PRICE	CONTACT NAME	CONTACT NUMBER	ACTIVITY/ INTEREST?
3	104 N Main St	vacant lot - will build 2 800 SF buildings to suit	6600 SF lot	\$30/SF/Y R		Julie Downs	512-365-8563	
4	105 E 3rd St	fmr Southern Hospitality	3300 SF			Julie Downs	512-365-8563	
5	109 W 3rd St	fmr C VanderDys Edward Jones office	980/SF	\$1.63/SF	\$1,600	Tony Gomes	512-784-8712	
6	111 N Main St	Woodsman Inc.	1500/SF	\$1/SF	\$1550/mo	Josh Richards	512-846-2535	
7	112 W 2nd St; Ste 202	McCrary Timmerman Bldg	3800/SF	\$1.50/SF/ Mo	\$5700/MO	Julie Downs	512-365-8563	
8	221 N Main St	Tony Gomes' Building	3200/SF	TBD	TBD	Tony Gomes	512-784-8712	
9	310-A N Main St	fmr Tx Dirt Road Home	3937/SF	\$1.79/SF	\$2200/mo	Josh Richards	512-846-2535	
10	408 W 2nd St; Ste 2	fmr Boomers Advisory Group	1517SF		\$675/mo	Robert J Fischer		

DOWNTOWN BUSINESS REPORT – December 2021

	Business Name	Address	Owner/Manager	Type of Business	Status
OUTGOING:					
	None				
INCOMING:					
	Flake Bakery & Larder	103 W. 5 th St	Leisha Downs	Food/retail	Currently renovating the building.
	Western Darlin'	112 N Main St	Courtney Pittman	Retail	Installing inventory into the store.
	Graphismo	116 W 2nd St; Ste H	Nick Ramos	Service – branding, design, & print	Space is being renovated in Titsworth Bldg.
		211 N Main St.			
	The Men's Store	407-B N. Main St	Rick Northcutt	Retail – Men's clothing & Gifts	OPEN!
	To Be Named	407-C N. Main St	Rick Northcutt's son	Retail – Tactical Supply Store (no firearms)	
	The Nail Shack	415 N Main St	Sarah Smith	Personal Service – nail salon	OPEN!
RELOCATING:					
	Brookshire Insurance	421 N Main St	Tim Kriegel		In the process of relocating.

2021

Attendance Requirement: Per City Council policy via B&C handbook, if a member is absent from more than twenty-five (25%) percent of the duly called meetings in any period of twelve (12) consecutive months or absent from more than two duly called meetings in any period of twelve consecutive months, whichever is greater, for any reason, other than a reason acceptable to the Chairman of that Board, which prevents the public officials' attendance, the member shall be disqualified and automatically removed from serving as a board member.

MAIN STREET ADVISORY BOARD ACTION ITEM REPORT FROM NOVEMBER 17, 2021 MEETING

DATE	ACTION ITEM	ASSIGNED TO:	DUE DATE:	NOTES:
7/21/2021	Distribute the Release Forms to Property & Business Owners	Curie Humphreys, Ashley Doss, John McRae, Doug Moss, and Jan Harris	ASAP	
11/17/2021	Explore logo for DT businesses to be used with advertising & promotions	Jan Harris; Kendra Debee		
11/17/2021	Liaison to Music on Main Committee	Curie Humphreys		
	Speak to Ian Davis to see if the 2nd Sat FB page could promote ALL DT businesses equally rather than being such a prominent platform for TBC	Jan Harris		
	Meet with PIO to discuss how digimap project could move forward	Jan Harris, Curie Humphreys & Ashley Doss		
	Read the sign grant doc and provide feedback to Jan	MSAB		
	Compile a spreadsheet showing property owners by parcel	Jan Harris		

Main Street Advisory Board

December 15, 2021

Agenda Item Cover Sheet - 4

Rental Assistance Grant Request –
Cherry Tree Home & Gifts – Allison Holder

Staff Report
Rental Assistance Grant Request from Alli Holder- Cherry Tree Home & Gifts

1. The applicant has been in business for one year in downtown Taylor. Ms. Holder bought the existing business from Curie Humphreys in 2020 and opened the storefront in the newly renovated 104 E. 2nd Street later that year. That property is owned by Ed Hile.
2. Ms. Holder initially applied for Rental Assistance in December 2020. Her application was considered by the MSAB at the December 16, 2020 board meeting. The board tabled her application pending receipt of a Revenue Budget and evidence of adequate financial reserves. The application was again considered on November 17, 2021 where a motion to approve the RA grant request at a maximum of \$400 was tied.

The Guidelines for the Rental Assistance Program describe the goals of the program as:

The City of Taylor “City” through its volunteer Main Street Advisory Board, “Board” is supplying rental aid for up to 12 months for eligible businesses that choose to locate in the historic Main Street District. Additionally, the “Board,” may supply grant aid for existing businesses to expand their gross rentable space. In every case, the Board as well as the City reserves the right to deny Applicants at its sole discretion. Funding is subject to availability of resources and to the applicant business’s potential to strengthen, compliment and diversity the existing business makeup, as decided solely at the discretion of the Board and City.

Non-profit businesses/organizations are not eligible for consideration. Businesses must be contributing to the economic footprint of the downtown area to be eligible.

4. Eligible applicants may be awarded rental assistance up to 50% of the monthly lease amount for the first six months, not to exceed \$750.00 per month, and for each month seven through twelve, payments will be reduced by approximately 11/5%.

Ms. Holder’s’ monthly rent was \$2,000 at the time she initially applied. The monthly rent increased to \$2250 on October 1, 2021. Ms. Holder has not submitted a revised application reflecting the \$225 increase in her monthly rent. She is eligible to receive a maximum reimbursement of \$750 at the outset of the program.

Month	100% Rent	Reimburse	Percent	FY
1 (Dec)	\$2,000	\$750.00	50.00%	21-22
2 (Jan)		\$750.00	50.00%	21-22

3 (Feb)	\$750.00	50.00%	21-22
4 (Mar)	\$750.00	50.00%	21-22
5 (Apr)	\$750.00	50.00%	21-22
6 (May)	\$750.00	50.00%	21-22
7 (June)	\$663.75	44.25%	21-22
8 (July)	\$587.40	39.16%	21-22
9 (Aug)	\$519.90	34.66%	21-22
10 (Sept)	\$460.05	30.67%	21-22
11 (Oct)	\$407.10	27.14%	22-23
12 (Nov)	\$360.15	24.01%	22-23
	\$24,000.00	\$7498.35	

All rental assistance award payments will be paid monthly directly to the property owner and only after the business has received its Certificate of Occupancy and any other required permits.

5. The FY 21-22 budget began with \$14,600.00 available for rental assistance

There are two RA grants ongoing:

1. Dee Reyes at Dee's Florist & Gifts. Her grant will draw down the available funds by \$3,958.54.
2. Hayley's Grains. This grant will encumber \$3,000.98 in FY 21-22

This leaves an available balance of \$7,640.48 in the RA Grant line.

If Ms. Holder's RA Grant request is approved at the requested level, the assistance pulled from the current fiscal year would total \$6731.11 and would require that funds be maintained in the FY 22-23 budget under the RA Grant program to cover the remaining \$767.25 of her grant award.

\$14,600.00 – beginning balance

~~\$3,958.54~~ – FY 21-22 encumbered funds for Dee's Florist & Gifts

~~\$3,000.98~~ – FY 21-22 encumbered funds for Hayley's Grains

\$7,640.48 – FY 21-22 funds remaining

~~\$6,731.11~~ – Cost of RA grant for Cherrytree if funded at \$750 max level for current FY

\$909.37 - Funds remaining in RA Grant line



Taylor Main Street Rental Assistance Program

The City of Taylor “City” through its volunteer Main Street Advisory Board, “Board”, is providing rental assistance for up to 12 months for eligible businesses that choose to locate in the historic Main Street District (see Exhibit A). Additionally, the “Board,” may provide assistance for existing businesses to expand their gross rentable space. In every case, the Board as well as the City reserves the right to deny Applicants at its sole discretion. Funding is subject to availability of resources and to the applicant business’s potential to strengthen, compliment and diversify the existing business makeup, as determined solely at the discretion of the Board and City. **Non-profit businesses/organizations are not eligible for consideration. Businesses must be contributing to the economic footprint of the downtown area to be eligible.**

Any eligible business may apply for assistance and grants, but those falling into the following categories may be given greater consideration.

- Restaurants, coffee shops, specialty food
- Entertainment
- Upscale apparel/accessories, footwear
- Electronics – computers, phones, digital equipment
- Specialty retail: toys, sporting goods, transportation
- Home furnishings and appliances
- Visual and performing arts
- Professional Offices

Applicants are required to submit a completed application form, a copy of an executed lease between the Applicant and the property owner, a business plan and a proposed budget, financials and marketing plan. Complete application packages must be submitted to the Main Street Manager by the end of the month in order to be considered at the Board Meeting held on the 3rd Wednesday of every month.

For the expansion of an existing business, the application for rental assistance should include at a minimum a completed application form and profit and loss statement. Assistance application for a business not related or similar to the existing business is required to submit a full, new-business application package.

With the success of the business venture foremost in everyone's mind, the Board strongly urges the applicant to become familiar with the business makeup of downtown Taylor and to have discussions with existing business owners in order to avoid potential pitfalls.

The applicant will be required to complete the following (as applicable) subsequent to the decision to award the grant and prior to the initial disbursement to the Landlord:

- 1) Arrange a meeting with a member of the Economic Restructuring Subcommittee who will serve as a mentor through this process.
- 2) Arrange a meeting with the Small Business Development Center (SBDC).

Arranging a meeting with a Main Street mentor in 3 months to review performance is required before further grant payments are released

Eligible applicants may be awarded rental assistance up to 50% of the monthly lease amount for the first six months, not to exceed \$750 per month, and for each month seven through 12, payments will be reduced by approximately 11.5%. The maximum eligible rental assistance amount per business is \$7,500. Using the maximum allowable amount as an example:

<u>Month</u>	<u>100% Rent</u>	<u>Reimburse</u>	<u>Percent</u>
1	1,500	750	50.00%
2		750	50.00%
3		750	50.00%
4		750	50.00%
5		750	50.00%
6		750	50.00%
7		664	44.25%
8		587	39.16%
9		520	34.66%
10		460	30.67%
11		407	27.14%
12		360	24.02%
	18,000	7,499	41.66%
	% reduction	88.50%	

All rental assistance award payments will be paid monthly directly to the property owner and only after the business has received its Use Permit.

Address questions to the Main Street Manager, Deby Lannen, located at City Hall,
phone: 512.352.3463.

Taylor Main Street
Rental Assistance Program
Application for Assistance

PURPOSE

This form provides basic information used by Taylor Main Street in determining the eligibility of a new business for acquiring rental assistance from the City of Taylor.

APPLICANT

Name of Applicant

Allison Holder

Name of Business

Cherry Tree

Location of Business

Taylor, Tx

Description of Business Retail store with photography studio.

Phone (512) 269-6912

Mobile () _____

Fax Number () _____

Email of Applicant alli.holder@gmail.com

Web _____

Permanent Mailing Address of Applicant

10449 N FM 908

Thorndale

76577

Street or P.O. Box #

City

Zip

Federal Tax ID Number 85-3264443

Business Background Cherry Tree is a small retail business that has operated in downtown Taylor, Tx for almost 8 years. We are currently in the process of purchasing and reopening/rebranding Cherry Tree. The business will continue to operate through a storefront but will also have a strong presense on social media and social selling.

Applicants are required to submit a completed application form, a copy of an executed lease between the Applicant and the property owner, a business plan and a proposed budget, financials and marketing plan. Complete application packages must be submitted to the Main Street Manager, by the end of the month in order to be considered at the Board Meeting held on the 3rd Wednesday of every month.

Application for Assistance – page 2

Name of Applicant

Allison Holder

Grant assistance and amount applied for

Rental Assistance \$ 750.00 /month

Number of months 12

LEASE INFORMATION

Location of leased space _____

Lease Start Date 10/12/2020

Lease Expiration Date 10/12/2022

Monthly Rent \$2000.00

Utilities included in rent (Y/N) N - Water included

Square feet leased _____

PROPERTY OWNER INFORMATION

Name of Property Owner Ed Hiles

Property owner address _____

Mailing address (if different) _____

City _____

State _____

Zip Code _____

Telephone _____

Cell _____

Fax _____

Email _____

Does any owner or officer of the business leasing the space have a business or familial relationship to the property being leased? Yes X No

If yes, explain:

I have read and understand the guidelines for this Program. I understand that an application for funding is not a guarantee of funding and disbursement of funds will be made in compliance with the terms of the program. I understand that approval by Taylor Main Street Rental Assistance Program is subject to the discretion of the Board and the City Council. Further, I affirm that the information I have provided is true and accurate.

Allison Holder

Signature

9/30/2020

Date

For internal purposes

Applicant # _____ Approved on _____ Declined on _____

Address questions to the Main Street Manager, Deby Lannen, located at City Hall, phone: 512.352.3463.

Cherry Tree Business Plan – REVISED in November 2021

After being open full time in downtown Taylor for a little over a year we decided to rewrite our business plan to illustrate what the store has accomplished and what we have planned in the coming year.

Key Partnerships:

Cherry Tree is a sole proprietorship. The business is setup as a store that sources and sells locally crafted products and also wholesale products purchased and sold by Cherry Tree. When Cherry Tree first opened the ratio of wholesale to vendor supplied merchandise was about 70% wholesale and 30% vendor. We had eight unique vendors selling their products through Cherry Tree when we began this journey in November 2020. After a year of learning and growing our vendor number is an outstanding NINETEEN vendors! Now our ratio is about 60% vendor supplied/40% wholesale product.

Our sellers are setup on a commission rate of 70/30 – Cherry Tree retains 30% of their monthly sales here in the shop or online and the vendor receives the other 70%. Gaining more vendors has been nothing but a major plus for Cherry Tree this year as it does not require an upfront charge to the business. Vendors come in when they can and restock with the products they would like to sell. Our vendors are each chosen for a specific reason – they're UNIQUE! If we have a potential seller contact us asking if they can become a vendor, we take a look at what they make/sell and compare to our inhouse vendors so that there isn't any competition in the storefront between each other.

We are ALWAYS welcoming to potential new sellers in the store and our current vendors are all from here in Central Texas which is another major plus when people are our shopping. It's fun in today's world to be able to say you helped a small business owner fulfill their dream!

Another partnership Cherry Tree has made is with a photography studio with Allison Paige Designs. The studio is setup to be utilized as customers would like. Clients are welcome to design the backdrop for any occasion. From infant and toddler sessions to business headshots, there are infinite possibilities. On top of individual shoots, Cherry Tree and the photographers at Allison Paige Designs will schedule certain days in the quarter to have the backdrop setup for people to use (Easter pictures, pictures with Santa, etc.)

The studio is also made to be utilized for other artists in the area. If another photographer needs a professional backdrop they are welcome to rent the space as needed.

Current Hours:

Sunday – Closed

Monday – Closed

Tuesday – 11-5

Wednesday – 11-5

Thursday – 11-5

Friday – 11-5

Saturday – 10-4

Key Activities:

Cherry Tree was already an established business in downtown Taylor when we decided to purchase the brand. With that came the clientele that had shopped with the store in the years' past.

Every couple of months or once every quarter we do our best to have some sort of "event" for our shoppers to come and enjoy. We do most of our marketing and promoting on social media –

Facebook and Instagram by creating an event for customers to view any details we have on the event itself. We also do our best to stay involved with the downtown activities (Second Saturdays, Third Thursdays, etc.)

In the past eight months the business has also built and established a website for shoppers to visit and shop online! We also will take orders through Facebook and Instagram.

Key Resources:

We believe we're going to bring an exceptional amount of value to our customers. Our owner, Allison Holder, was a Graphic Design major and has worked at Dell Technologies for three years on the marketing team as an Operator/Planner. She owns a photography company that we plan on bringing to the storefront for those looking to do more indoor photography, IE. professional headshot, family photos, holiday photos, etc.

Value Proposition:

We knew before we decided to purchase Cherry Tree that it was such a gem and valued business in Taylor. Curie Humphries (previous owner) did such an incredible job with filling an empty space in Taylor that a lot of people treasured and she had the best eye for details. We had and still do have every intention of keeping that gem shining! We brought in some of the vendors that were also vendors with Curie and then added so many new ones!

We get so many compliments from customers letting us know that Cherry Tree is such a unique storefront to shop in. We always have something new or a new vendor joining us. And as stated before, locally made and small businesses are what a ton of people are looking for today!

The photography studio is another valued part of the storefront that helps with bringing revenue into the store.

Customer Relationships:

We plan to provide an all-around experience when it comes to our customer relationships. We want every person that walks through the front door to feel comfortable and at ease through their entire shopping experience with us. Cherry Tree has a physical store location as well as a prominent space online selling. We want to be extremely active in the social media space moving forward and have people see our product online and either purchase right then and there or feel the need to come in and experience the store in person. Either way, we want our store to be very warm and personal so that people are constantly thinking of us for whatever event they have!

Revenue Streams:

We have quite a few outlets we are using for bringing in revenue to the business.

The first and current main stream is our storefront. We have a pretty solid customer base that continues to shop with us and so many new customers coming in on a weekly basis! We love having little events at the shop to encourage people to come in and shop with us and they have yet to let us down!

The photography studio is another revenue stream we brought into the shop about six months after opening. From small mini shoots, to larger and longer shoots the prices can range anywhere from \$40 to \$250 depending on what the customer is looking for.

The past couple of months we have also brought in a couple of new ventures that Cherry Tree is running. One was continuing another already established business – Waterloo Candles. Cierra at Waterloo was already a vendor in Cherry Tree before we purchased and stuck with us when we reopened. She was one of our top sellers in the store! Her candles were so popular. A few months after reopening she came to us letting us know she was no longer able to continue her candle business and would be closing shop. After much discussion we decided to reach out

to Cierra and are now full owners of Waterloo Candles! We bought the equipment needed and now make the candles in shop. We have already profited what we initially spent on Waterloo and sell each candle at an almost 500% markup.

Our last revenue stream is Cherry Tree's T-shirt business. We initially started in the summer of 2021 with screen printing and selling in the store and in social media. After a successful launch of our first few shirts we made we decided to brainstorm on how we can go bigger. With that, we purchased an industrial sized vinyl printer and are now printing vinyl on tees and have now ordered a sublimation printer to offer sublimation tees. Our go bigger plan with the in house designed and made t-shirts is to take them wholesale. Once we have a good stock in each tee we will begin our journey of selling tees online on wholesale websites to other businesses. Our main line of revenue is going to be direct sales. We plan to buy wholesale product and selling at a more profitable price. Our tees in the store and on our website currently are at around a 400% markup while our wholesale price will be around a 200-250% markup.

Cherry Tree Business Plan

Key Partnerships:

This will be a sole proprietorship. When it comes to other businesses or services we plan on utilizing, we plan on bringing in several different vendors that will also sell their product in the store. We plan on having about 75% of the store complete wholesale precept and 25% provided by outside vendors.

Key Activities:

The business we are acquiring is already a well known business in the downtown Taylor atmosphere, so we have that as an advantage from the start. To make it more profitable we plan on using social selling as one of our main selling points. Social media is one of the top ways to promote and sell your product in this day and age we're in and we plan to be more aggressive in that arena. We also plan to bring a little more to Cherry Tree than what was before. The business was already a top boutique in Taylor, but we want to bring a little more contemporary look to the vintage vibe it withheld to really connect to what the current likes and dislikes are.

Key Resources:

We believe we're going to bring an exceptional amount of value to our customers. Our owner, Allison Holder, was a Graphic Design major and has worked at Dell Technologies on the marketing team as an Operator/Planner. She owns a photography company that we also plan on bringing to the storefront for those looking to do more indoor photography, IE. professional headshot, family photos, holiday photos, etc.

Value Proposition:

We believe the brand new Cherry Tree is going to bring the modern farmhouse vibe that Taylor is still lacking. From providing vintage to new wholesale product we are able to hit each niche every customer comes in looking for. This will be a completely family owned and operated business, all of who have either worked in small businesses downtown or spent the past few years attending every shopping experience Taylor has to offer. We have a business know what Taylor is lacking product wise and plan to fill the gaps. Adding in the photo space brings in an even higher value as we plan on having events for each holiday - pictures with Santa, springtime shoots, fall shoots. The holiday photo sessions is something Taylor is lacking entirely and we plan to advertise for that big time!

Customer Relationships:

We plan to provide an all-around experience when it comes to our customer relationships. We want every person that walks through the front door to feel comfortable and ease through their entire shopping experience with us. Cherry Tree will have a physical store location as well as a prominent space online selling. We want to be extremely active in the social media space moving forward and have people see our stuff online and either purchase right then and there, or feel the want to come in and experience the entire store themselves. Either way, we want our store to be very warm and personal so that people are constantly thinking of us for whatever they have going on!

Customer Segments:

Starting out we want Cherry Tree to mainly provide a little bit of everything, mainly focusing on the home decor side of things. We know we won't be able to hit every age or personality, but we plan to have the want for people to come in. We do plan on having a few

selections of clothing, as Cherry Tree did before, but not enough to be labeled a “clothing boutique”.

Channels:

Cost Structure:

When it comes to our financial structure we have a good idea of where we want our finances to go from the start. From the start we will definitely focus more on reducing cost to be sure we stay on budget. But we also want to ensure we maximize value for our customers by providing them with the best product we can find.

The most significant costs we will face will be rent/utilities for the storefront and purchasing/stocking the storefront with wholesale product/vendor provided product. We are at a high advantage purchasing an already established business in Taylor. Cherry Tree already has a significant spot in the social media space, therefore marketing and advertising will be slightly easier.

Revenue Streams:

Our main line of revenue is going to be direct sales. We plan to buy wholesale product and selling at a more profitable price.

Vendor selling. We will offer 3-5 vendors to rent a “space” at Cherry Tree per month and directly sell their product from the storefront. Each sell the vendor makes we will make a 10% profit.

Photography sessions. We plan to offer any indoor photography people may be in the need of. Each session will be at a different price point depending on the type/number of people in session.

Social Selling. Social selling has become one of the top ways to sell a product or service. We plan to be very prominent in the social media space.

Cherry Tree's Financial Statement

Request:

I am applying for the rental assistance grant to mainly help with Cherry Tree's growth moving forward. Our rent where we are currently is \$2000. This grant will not only lower our rent each month, but having those months of a lower rent will help Cherry Tree excel into the big plans we have outlined. This past year we did exceptionally well. Having our rent at full limited us on what we had planned for the store. Our t-shirt and candle businesses have started but we would love to get in the wholesale space for both we just need a little more wiggle room in our budget. The grant will allow us to put those extra dollars towards those products and sales.

Our first month open in 2020 was more than successful with sales exceeding \$14,000!! And our second month we had 140% growth in sales. Moving forward with opening our wholesale account and selling to other resellers we expect our monthly income to exceed well over a 200% growth month over month.

Below I have labeled how we mark up our products we sell through Cherry Tree. Vendors price their items before coming in and then we retain a percentage of their sales.

- Wholesale product purchased by Cherry Tree:
 - Mark up between 175-300%
- Candles made in house
 - Mark up of ~400%
 - Cost to make candles: ~\$2.50-\$3.50
 - Resale price: \$24.95
- T-shirts made in house (screen printed/vinyl press/sublimation prints)
 - Mark up of 350% for in store/online customers
 - Mark up of 200% for wholesale clients
 - Cost to make tees: ~\$3.00-\$5.00
 - Resale price: \$19.95
 - Wholesale price: \$10.00

In the past three months (Sept-Nov 2021) we have seen a sales growth of 232% and already looking to be on the positive side of sales for this December.

Cherry Tree Proposed Budget

Prepared by Allison Holder
10/1/2020

Beginning Storefront Cash Balance.....	\$1,500.00
--	------------

Expenditures

Rent/Utilities.....	\$15,000.00
Wholesale Product.....	\$7,000.00
Branding/Advertising.....	\$1,500.00
Storefront Equipment.....	\$3,000.00
Postage/Office Supplies.....	\$300.00
Customer Engagement.....	\$500.00
Store Merch.....	\$800.00

Total Expenditures.....	\$28,100.00
--------------------------------	--------------------

Financial Backer for Cherry Tree

Cherry Tree's financial backer is Dean Threadgill. Dean is the owner of several very successful businesses in Central Texas, one prominent one in Taylor being Taylor Sporting Goods and Taylor Office Products. A couple of years ago Dean decided to sell Sporting Goods to his niece to step back and slow down for a bit, but is still very involved in the business itself after owning and operating Sporting Goods for almost 30 years.

Dean has agreed to back Cherry Tree up in full if we are to ever need his assistance. He has agreed to \$50k in full.

Dean was one of my "business guides" when I first had the thought to purchase Cherry Tree and has been a pertinent asset to any business decisions we have made thus far. If you have any questions regarding the business and how he plans to help if ever needed please feel free to reach out to him at the contact info provided below.

Dean Threadgill

512-496-2714

Tayloroffice305@gmail.com

Cherry Tree Financial Backer

Dean Threadgill - Owner of Taylor Office Products

512-496-2714

Dean is prepared to support the business as required or needed.

Cherry Tree

Marketing Plan

Mission Statement

- At Cherry Tree we have a passion for connecting with our customers. We want our customers to feel comfortable and at ease when they come visit with us. From home decor to women's accessories to studio photography we will offer a wide variety of products and services that will then target a wide range of customers.

Target Customers

- We have a wide range of customers we plan to target. Because we will offer quite a few options of products and services we think we will have a constant flow of customers visiting us. From personal shopping to scheduling photoshoots the need to come visit will stay pretty high on customer's lists.

Competitive Analysis

- We know Taylor is growing and becoming quite the tourist attraction. Small businesses are popping up everyday and it is so exciting for our small town! There are several boutiques we have taken into consideration when we started laying out our plans for Cherry Tree. Taylor has a good variety of clothing boutiques – Frills, Rhinestone Cowgirl and Blue Sage Clothiers to name a few. There are also a few home décor options as well including Mezoozah and multiple antique stores.

Our plan to stand out from the others and offer something unique is to bring a more modern farmhouse theme to town. Previously, Cherry Tree offered such unique options for customers, wholesale and vintage items. We still plan on offering similar to bring back the uniqueness Cherry Tree originally offered.

To add to that, we also plan on offering an indoor photography studio. Owner of Cherry Tree, Allison Holder, also owns a small photography business – Allison Paige Designs. There are plans to have a studio setup in the back of the store for couples,

families – whoever – to come schedule sessions. Throughout the year we will also offer holiday themed shoots. For example, one of our first themed shoots we will have right of the bat is “Pictures with Santa”. We plan to advertise for these such events on social media and flyers around town.

Pricing Strategy

- Our pricing strategy will range depending on the product. For vintage and antique items we go out and find, the value of those items will be determined by staff. For wholesale products, we plan to sell at a 40-60% markup, again depending on the product value.

As for the studio, pricing there will vary as well. Shoot prices will be determined on 1) how many people will be in the shoot, 2) how long they would like the shoot to last, 3) how many images they would like to take from the shoot and 4) if the customers would like to use any props provided by the business.

Advertising Plan

- When it come to advertising we plan to use a few different outlets. With the purchase of Cherry Tree we also gain the social media accounts that were previously up and running. With an already established customer base there (around 6,000 followers) we know we will have a great target audience to post to.

We also plan on using print ads to use around town and surrounding areas to announce our grand opening, events, sales and such.



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2014

Table of Contents

No.	Paragraph Description	Pg.	No.	Paragraph Description	Pg.
1.	Parties	2	24.	Assignment and Subletting	11
2.	Leased Premises	2	25.	Relocation	11
3.	Term	2	26.	Subordination	11
	A. Term	2	27.	Estoppel Certificates & Financial Info	11
	B. Delay of Occupancy	2	28.	Casualty Loss	12
	C. Certificate of Occupancy	3	29.	Condemnation	12
4.	Rent and Expenses	3	30.	Attorney's Fees	12
	A. Base Monthly Rent	3	31.	Representations	12
	B. Additional Rent	3	32.	Brokers	13
	C. First Full Month's Rent	3	33.	Addenda	13
	D. Prorated Rent	3	34.	Notices	13
	E. Place of Payment	3	35.	Special Provisions	14
	F. Method of Payment	3	36.	Agreement of the Parties	14
	G. Late Charges	4			
	H. Returned Checks	4			
5.	Security Deposit	4			
6.	Taxes	4			
7.	Utilities	4			
8.	Insurance	5			
9.	Use and Hours	6			
10.	Legal Compliance	6			
11.	Signs	6			
12.	Access By Landlord	7			
13.	Move-In Condition	7			
14.	Move-Out Condition	7			
15.	Maintenance and Repairs	7			
	A. Cleaning	7			
	B. Conditions Caused by a Party	8			
	C. Repair & Maintenance Responsibility	8			
	D. Repair Persons	8			
	E. HVAC Service Contract	9			
	F. Common Areas	9			
	G. Notice of Repairs	9			
	H. Failure to Repair	9			
16.	Alterations	9			
17.	Liens	9			
18.	Liability	9			
19.	Indemnity	10			
20.	Default	10			
21.	Abandonment, Interruption of Utilities, Removal of Property & Lockout	10			
22.	Holdover	10			
23.	Landlord's Lien & Security Interest	11			

ADDENDA & EXHIBITS (check all that apply)

- Exhibit House Rules ☒ SAH
- Exhibit Commercial Lease Addendum for Broker's Fee ☒ SAH
- (TXR-2102)
- Commercial Lease Addendum for Expense Reimbursement (TXR-2103) ☐
- Commercial Lease Addendum for Extension Option (TXR-2104) ☐
- Commercial Lease Addendum for Percentage Rent (TXR-2106) ☐
- Commercial Lease Addendum for Parking (TXR-2107) ☐
- Commercial Landlord's Rules and Regulations (TXR-2108) ☐
- Commercial Lease Guaranty (TXR-2109) ☒ SAH
- Commercial Lease Addendum for Right of First Refusal (TXR-2105) ☐
- Commercial Lease Addendum for Optional Space (TXR-2110) ☐
- Commercial Lease Addendum for Construction (TXR-2111) or (TXR-2112) ☐
- Commercial Lease Addendum for Contingencies (TXR-2119) ☐

Information About Brokerage Services
(TXR-2501)

(TXR-2101) 4-1-14

Initialed for Identification by Landlord: SAH, BN, and Tenant: SAH

Page 1 of 15



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2014

1. PARTIES: The parties to this lease are:

Landlord: Edward L. Hile
Betty R. Hile

Tenant: Allison Holder

; and

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

☐ (1) Multiple-Tenant Property: Suite or Unit Number _____ containing approximately _____ square feet of rentable area in _____ at _____ (project name) (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows:

☒ (2) Single-Tenant Property: The real property containing approximately 2000 square feet of rentable area at: 104 E. 2nd St. (address) in Taylor (city), Williamson (county), Texas, which is legally described on attached Exhibit Lot 12 (e 10') and Lot 13, Block 3, City of Taylor, acres 0.115, or as follows:

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area ☐ will ☒ will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 36 months and 19 days, commencing on: October 12, 2020 (Commencement Date) and ending on September 30, 2022 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

- C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly
From	To	\$ Monthly Rate	\$ Annual Rate	Rent \$
10/19/2020	10/31/2020	774.12 / rsf / month	24,000.00 / rsf / year	2,000.00
11/01/2020	09/30/2021	2,000.00 / rsf / month	24,000.00 / rsf / year	2,000.00
10/01/2021	09/30/2023	2,250.00 / rsf / month	27,000.00 / rsf / year	2,250.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

- B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (*Check all that apply.*):

- ☐ (1) Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
☐ (2) Commercial Lease Addendum for Percentage Rent (TXR-2106)
☐ (3) Commercial Lease Addendum for Parking (TXR-2107)
☐ (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. First Full Month's Rent: The first full monthly rent is due on or before November 1, 2020

- D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Edward and Betty Hile

Address: 106 E. 2nd St., Taylor, TX 76574

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay \$ 35.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay \$ 2,000.00 to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. **TAXES**: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Water	☐	☒	☐
(2) Sewer	☐	☒	☐
(3) Electric	☐	☐	☒
(4) Gas	☒	☐	☐
(5) Telephone	☐	☐	☒
(6) Internet	☐	☐	☒
(7) Cable	☐	☐	☒
(8) Trash	☐	☒	☐
(9) <u>N/A</u>	☒	☐	☐
(10) All other utilities	☒	☐	☐

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

☒ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

☐ (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)

☒ (a) \$1,000,000; or

☐ (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.

(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

☐ (3) business interruption insurance sufficient to pay 12 months of rent payments;

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: Retail store and photography studio
- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): Monday-Sunday; 8 am to 7 pm or as needed for their clientele

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 30 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

SHheSA

emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	☐	☒	☐
(2) Glass and windows	☐	☐	☒
(3) Fire protection equipment	☐	☒	☐
(4) Fire sprinkler systems	☐	☒	☐
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware	☐	☒	☐
(6) Grounds maintenance, including landscaping and irrigation systems	☐	☒	☐
(7) Interior doors, including closure devices, frames, molding, locks, and hardware	☐	☐	☒
(8) Parking areas and walks	☐	☒	☐
(9) Plumbing systems, drainage systems and sump pumps	☐	☒	☐
(10) Electrical systems, mechanical systems	☐	☒	☐
(11) Ballast and lamp replacement	☐	☐	☒
(12) Heating, Ventilation and Air Conditioning (HVAC) systems	☐	☒	☐
(13) HVAC system replacement	☐	☒	☐
(14) Signs and lighting:	☐	☐	☒
(a) Pylon	☐	☐	☒
(b) Facia	☐	☐	☒
(c) Monument	☐	☐	☒
(d) Door/Suite	☐	☐	☒
(e) Other: <u>Signs as approved by the landlord</u>	☐	☐	☒
(15) Extermination and pest control, excluding wood-destroying insects.	☐	☐	☒
(16) Fences and Gates	☒	☐	☐
(17) Storage yards and storage buildings	☒	☐	☐
(18) Wood-destroying insect treatment and repairs	☐	☒	☐
(19) Cranes and related systems	☒	☐	☐
(20)	☐	☐	☐
(21)	☐	☐	☐
(22) All other items and systems.	☐	☐	☐

- D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

- E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant ☐ is ☒ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.
- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.
17. **LIENS**: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. **LIABILITY**: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- ☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- ☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

health or safety of an ordinary person, except: _____

- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

- A. The brokers to this lease are:

Principal Broker: _____
Re/Max Associates Group

Agent: Julie Downs
Address: 906 N. Main St.
Taylor, TX 76574
Phone & Fax: (512)497-3967
E-mail: juliedowns4@gmail.com
License No.: 352736

Cooperating Broker: _____

Agent: _____
Address: _____
Phone & Fax: _____
E-mail: _____
License No.: _____

Principal Broker: (Check only one box)
☒ represents Landlord only.
☐ represents Tenant only.
☐ is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

- B. Fees:

- ☒ (1) Principal Broker's fee will be paid according to: (Check only one box).
☒ (a) a separate written commission agreement between Principal Broker and:
☐ Landlord ☐ Tenant.
☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
☐ (2) Cooperating Broker's fee will be paid according to: (Check only one box).
☐ (a) a separate written commission agreement between Cooperating Broker and:
☐ Principal Broker ☐ Landlord ☐ Tenant.
☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: Edward and Betty Hile
Address: 106 E 2nd St, Taylor, TX 76574-3607

Phone: (731)560-6641 Fax: _____
and a copy to: _____
Address: _____
Phone: _____ Fax: _____

☒ Landlord also consents to receive notices by e-mail at: ed.hile@swbell.net

Tenant at the leased premises,

and a copy to: Allison Hile Holder

Address: 10449 N. FM 908, Thorndale, TX 76577

Phone: (512)269-9612

Fax: _____

☒ Tenant also consents to receive notices by e-mail at: alli.holder@gmail.com

35. SPECIAL PROVISIONS:

① Tenant acknowledges that this building is a non-smoking premise. No smoking will be allowed in or around the property.

x ~~AA~~ ② Tenant will pay 5% of the total electric bill for
x ~~SH~~ meter one at 104 E. 2nd St. on the 15th of each month
x ~~bw~~ beginning Dec 15, 2020.

x ~~SH~~
x ~~bw~~
x ~~AA~~

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

104 E. 2nd St.
Commercial Lease concerning: Taylor, TX 76574

- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Edward L. Hile

Tenant: Allison Holder

Betty R. Hile

By: Edward L. Hile

By: Allison Holder

By (signature): [Signature]

By (signature): [Signature]

Printed Name: Edward L. Hile

Printed Name: Allison Holder

Title: Owner Date: 10/8/20

Title: Owner Date: 10-13-2020

By: Betty R. Hile

By: _____

By (signature): [Signature]

By (signature): _____

Printed Name: Betty R. Hile

Printed Name: _____

Title: Owner Date: 10/8/2020

Title: _____ Date: _____



COMMERCIAL LEASE GUARANTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2010

GUARANTY TO COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 104 E. 2nd St.,
Taylor, TX 76574 between
Edward L. Hile, Betty R. Hile (Landlord) and
Allison Holder (Tenant).

- A. In consideration for Landlord leasing the leased premises to Tenant, the undersigned Guarantor (whether one or more) guarantee Tenant's performance under the above-referenced lease.
- B. If Tenant fails to timely make any payment under the lease, Guarantors will promptly make such payment to Landlord at the place of payment specified in the lease. Guarantor is responsible for any property damage to the leased premises or Property (as defined in the lease) for which Tenant is responsible under the lease. If Tenant breaches the lease, Guarantor will: (i) cure the breach as may be required of Tenant by the lease; or (ii) compensate Landlord for Landlord's loss resulting from the breach.
- C. Guarantor guarantees Tenant's obligations under the lease regardless of any modification, amendment, renewal, extension, or breach of the lease. Guarantor waives any rights to notices of acceptance, modification, amendment, extension, or breach of the lease. Each Guarantor is jointly and severally liable for all provisions of this guaranty. This guaranty is binding upon Guarantor's heirs, executors, administrators, successors, and assigns. Filing for bankruptcy by Tenant will not diminish Guarantor's obligations under this guaranty.
- D. The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this guaranty. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the nonprevailing party.
- E. Guarantor authorizes Landlord to obtain a copy of any consumer or credit report of Guarantor from any consumer reporting agency and to verify relevant information related to Guarantor's creditworthiness from other persons such as banks, creditors, employers, existing and previous landlords, and other persons.
- F. Guarantor will provide Guarantor's current financial information (balance sheet and income statement) to Landlord within 30 days after request by Landlord. Landlord may request the financial information no more frequently than once every 12 months.
- G. Special Provisions:
none

Guarantor:

Signature: Allison Holder
Printed Name: **Allison Holder**
Address: 10449 N FM 908
Thorndale, TX 76577
Phone: 512-269-9412 Fax: _____
SS# or Tax ID#: 85-3264443 Date: 10-13-2010

Witness: _____

Guarantor:

Signature: _____
Printed Name: _____
Address: _____
Phone: _____ Fax: _____
SS# or Tax ID#: _____ Date: _____

Witness: _____

Main Street Advisory Board
December 15, 2021

Agenda Item Cover Sheet - 5
DT Wayfinding Signage

DOWNTOWN WAYFINDING SIGNAGE

	A	B	C	D	E
1	TYPES OF BANNERS/SIGNS	SUB-CATEGORIES OF BANNERS/SIGNS	# OF SIGNS	IMPORTANCE/RELEVANCE	STAFF INPUT/RECOMMENDATION
2					
3	VEHICULAR SIGNAGE				4TH PRIORITY
4	V-1 - NEW BANNERS ON PROPOSED HWY POLES			1. Aesthetics	1. These would be in addition to the banners we usually have on the historical poles.
5		V-1.1	16 - W 2nd	2. Visually incorporates S Main into the Downtown District.	2. They would serve to create a "visual entryway" into the downtown shopping district.
6			11 - S Main		
7			9 - N Main		
8			5 - E 4th		
9					
10	V-2 - BANNERS & DIRECTIONAL BANNERS			1. Aesthetics	1ST PRIORITY
11	(specific locations of interest: shopping, dining, Amtrak, historic DT Taylor, parking, etc.)	V-2.1	1 - W 2nd @ Vance - promotes parking, food & shopping, & Amtrak	2. Draws traffic into the downtown core.	
12					

DOWNTOWN WAYFINDING SIGNAGE

	A	B	C	D	E
13		V-2.2	1 - N Main@ 9th - promotes Moody Museum, Historic DT Taylor, & Parking		
14					
15		V-2.3	1 - N Main @ 1st - promotes Amtrak, Historic DT Taylor, & Parking		
16					
17	V-3 - DIRECTIONAL ONLY ON EXISTING ANTIQUE LIGHT POLES			1. Informational	
18		V-3.1	1 - N Main between 6th & 7th - promotes City Hall, Heritage Square, Food & Shopping		
19			1 - N Main @ 4th - promotes Citizens National Bank, Howard Theatre, Food & Shopping		

DOWNTOWN WAYFINDING SIGNAGE

	A	B	C	D	E
20			1 - N Main @ 5th - promotes City National Bank, Taylor Press, and Brewery		
21					
22	V-4 - BANNERS ON EXISTING ANTIQUE POLES				4TH PRIORITY
23		V-4.1 - BANNERS ON EXISTING ANTIQUE LIGHT POLES	2 - on E 2nd	1. continues the current practice of decorative banners on the light poles in the DT core.	1. Uses banners we already have in stock which are displaced by new informational banner stock
24			4 - on W 3rd		
25			2 - on E 3rd	2. Aesthetics	2. Only cost should be banner hardware
26			4 - on W 4th	3. Ability to promote recurring City-sponsored events on the banners	
27			21 - along N Main from 5th to 2nd		
28					
29	V - 5 - PARKING LOT IDENTIFICATION ON PROPOSED ANTIQUE POLES		1 - @ City Hall on W 4th	1. important to direct public to available off-street parking.	3RD HIGHEST PRIORITY
30				2. Only public off-street lot is City Hall	1. Designer didn't know that the other vacant lots were not public parking.

DOWNTOWN WAYFINDING SIGNAGE

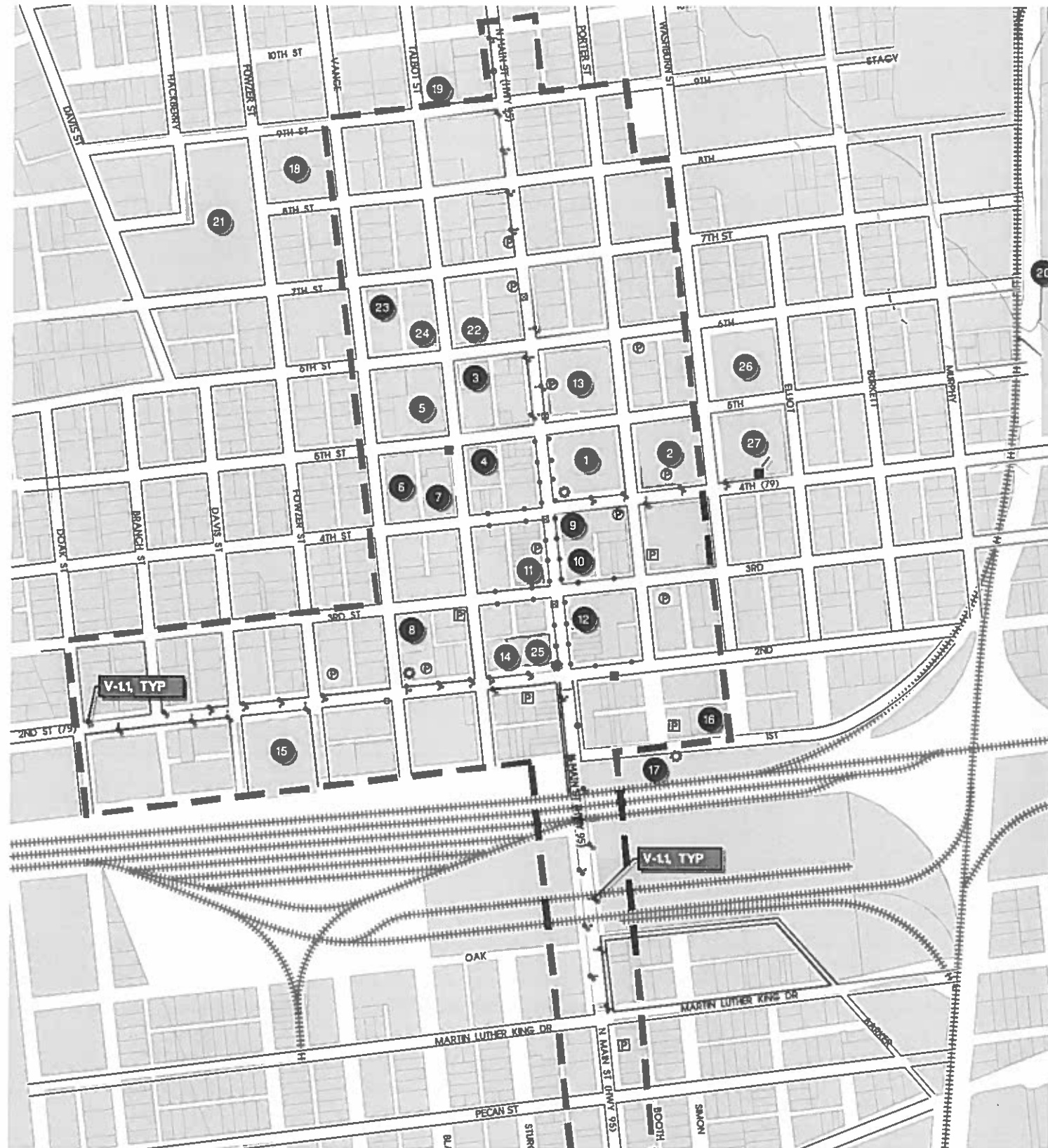
	A	B	C	D	E
31					2. MS/City could negotiate easements to allow public park in private lots (bank parking lots, etc.) after hours and on weekends
32					
33	V-6 - PARKING LOT IDENTIFICATION & DIRECTIONAL SIGNAGE ON PROPOSED ANTIQUE POLES				NOT A PRIORITY AS PARKING CAN BE ADDRESSED WITH V-2 BANNERS/DIRECTIONAL
34		V-6.1	1 - center blockS side of 2nd between Talbot & Main	1 - Provides more information for the driver than just parking direction	
35					
36		V-6.2	1 - Porter @ 1st		
37					
38		V-6.3	1 - Porter @ E 3rd		
39					
40					
41		V-6.4	1 - corner of 3rd @ Talbot		
42					
43		V-6.5	1 - S Main between Pecan & MLK		
44					

DOWNTOWN WAYFINDING SIGNAGE

	A	B	C	D	E
45	V-7 - BANNER & DIRECTIONAL ON PROPOSED ANTIQUE POLES				
46		V-7.1	1 - s side of E 2nd between Main & Porter	1. Invites the public into the downtown prior to their arrival.	
47				2. New poles provide information before drivers are in DT.	
48		V-7.2	1 - SW corner of Talbot & 5th		
49					
50		V-7.3	1 - center of block N side of E 4th between Washburn & Elliott		
51					
52					
53	TYPES OF BANNERS/SIGNS	SUB-CATEGORIES OF BANNERS/SIGNS	# OF SIGNS	IMPORTANCE/RELEVANCE	STAFF INPUT/RECOMMENDATION
54	PEDESTRIAN SIGNAGE			1. Provides valuable information regarding types & locations of DT businesses	1ST PRIORITY
55	P-1 - PEDESTRIAN DIRECTIONAL				1 - Recommend district map with directory below it - updated quarterly

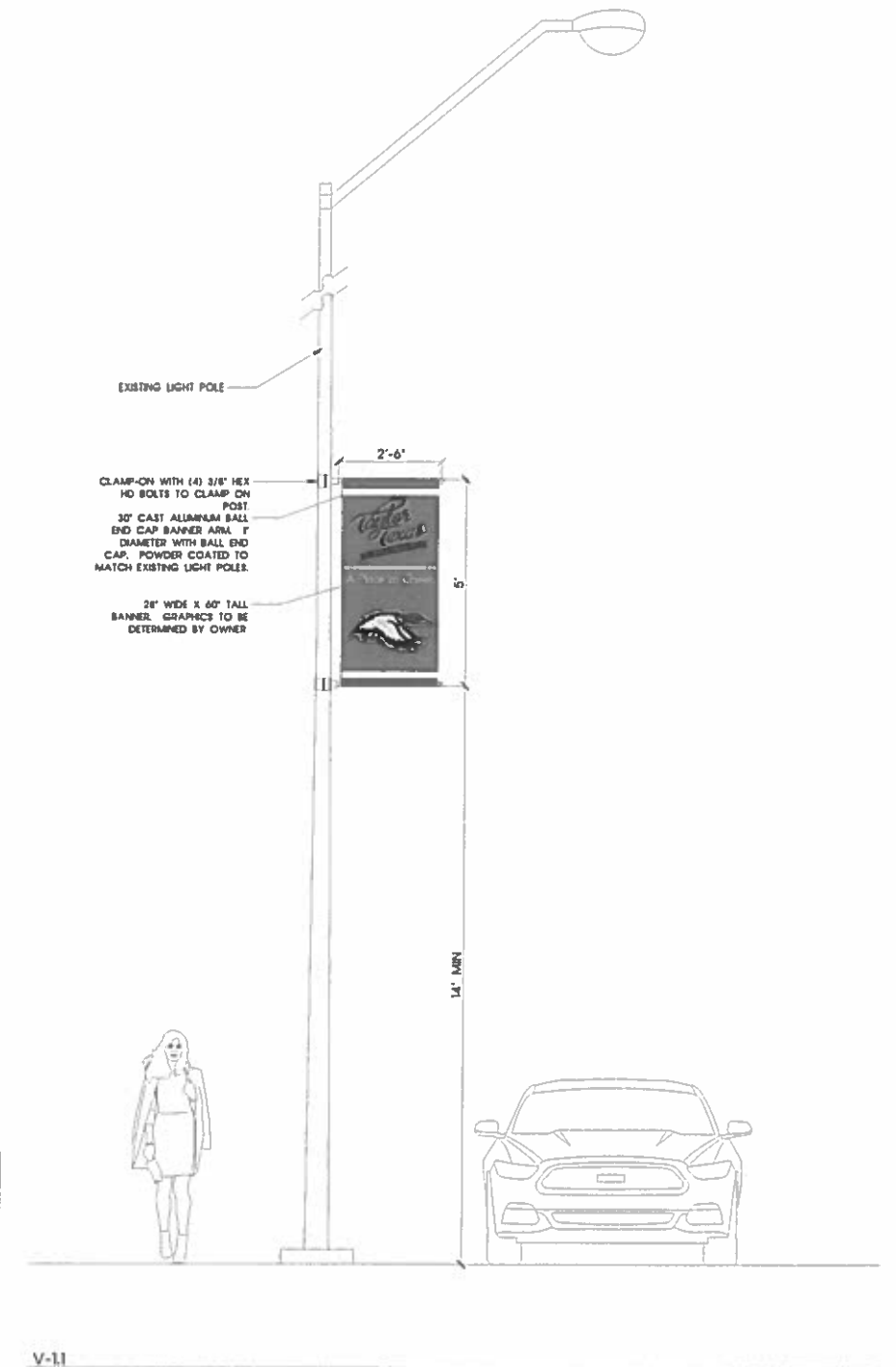
DOWNTOWN WAYFINDING SIGNAGE

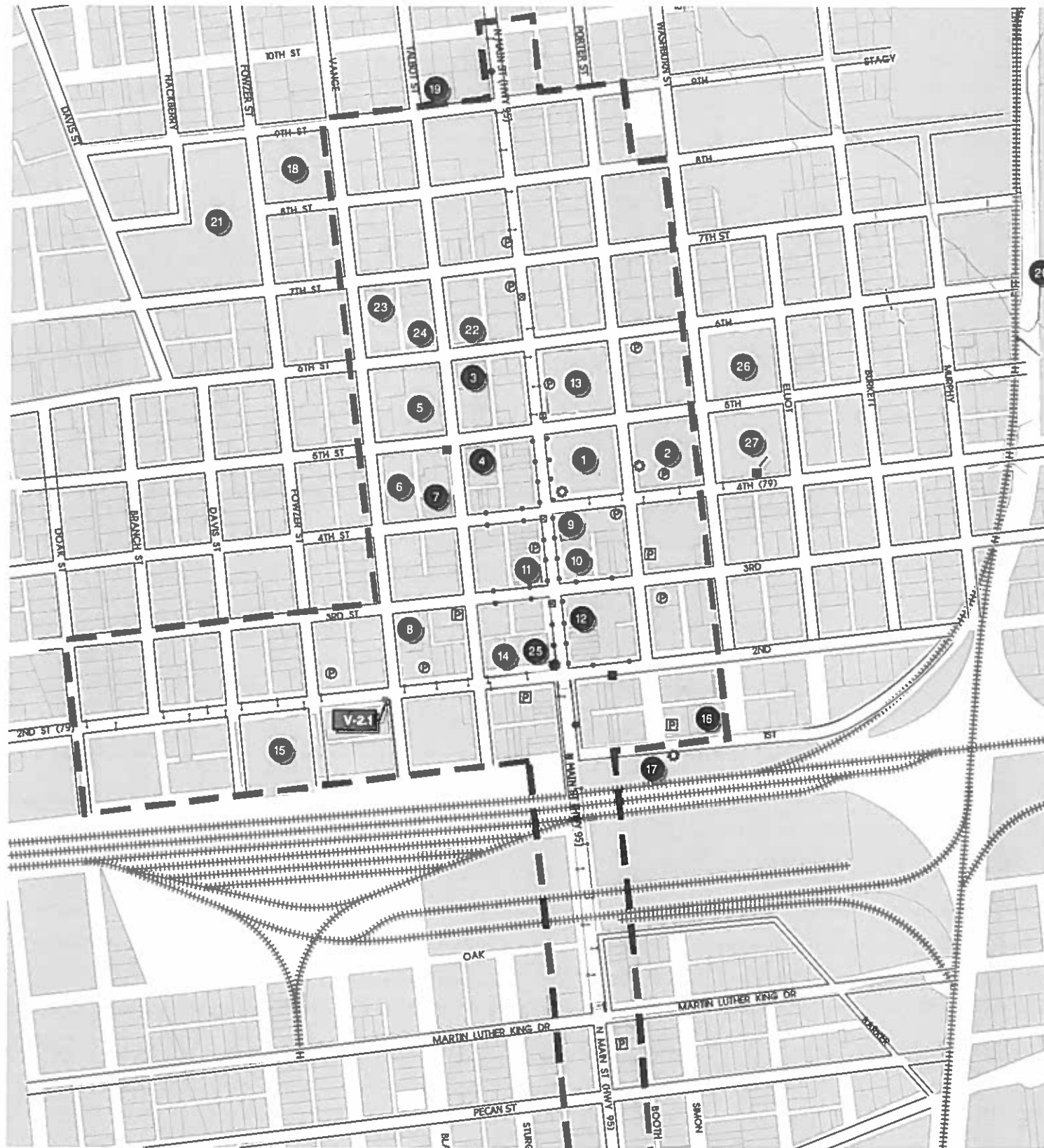
	A	B	C	D	E
56	2-SIDED SIGNS	P-1.1 - DISTRICT MAP WITH INFORMATION / DIRECTORY OF SPECIFIC LOCATIONS WITH ARROWS	1 -se corner of N Main & W 4th		2 - Reverse side to have a hinged/locked lexan case for City-sponsored/co-sponsored event posters, etc.
57					
58		P-1.2	1 - S side of E 1st across from the end of Porter		
59					
60			1 - SE corner of W 2nd & Main		
61					
62		P-1.3	1 - SW corner of W 2nd & Vance		
63					
64	P-2 - PEDESTRIAN DIRECTIONAL MAP ON ANTIQUE POLE.				LOWEST PRIORITY
65		P-2	1 - NW corner of E 2nd & Main		1. Concern about visibility at such a height for the average pedestrian.



SIGN TYPES		
SYMBOL	DESCRIPTION	QTY
(V-1)	BANNER ONLY ON EXISTING HWY LIGHT POLE	41
(V-2)	BANNER AND DIRECTIONAL	3
(V-3)	DIRECTIONAL	4
(V-4)	BANNER ON EXISTING ANTIQUE LIGHT POLE	33
(P-1)	PARKING LOT IDENTITY	6
(P-2)	PARKING LOT IDENTITY AND DIRECTIONAL	6
(V-7)	BANNER AND DIRECTIONAL ON PROPOSED ANTIQUE POLE	3
(P-3)	PEDESTRIAN DIRECTIONAL	3
(P-4)	PEDESTRIAN DIRECTIONAL	1

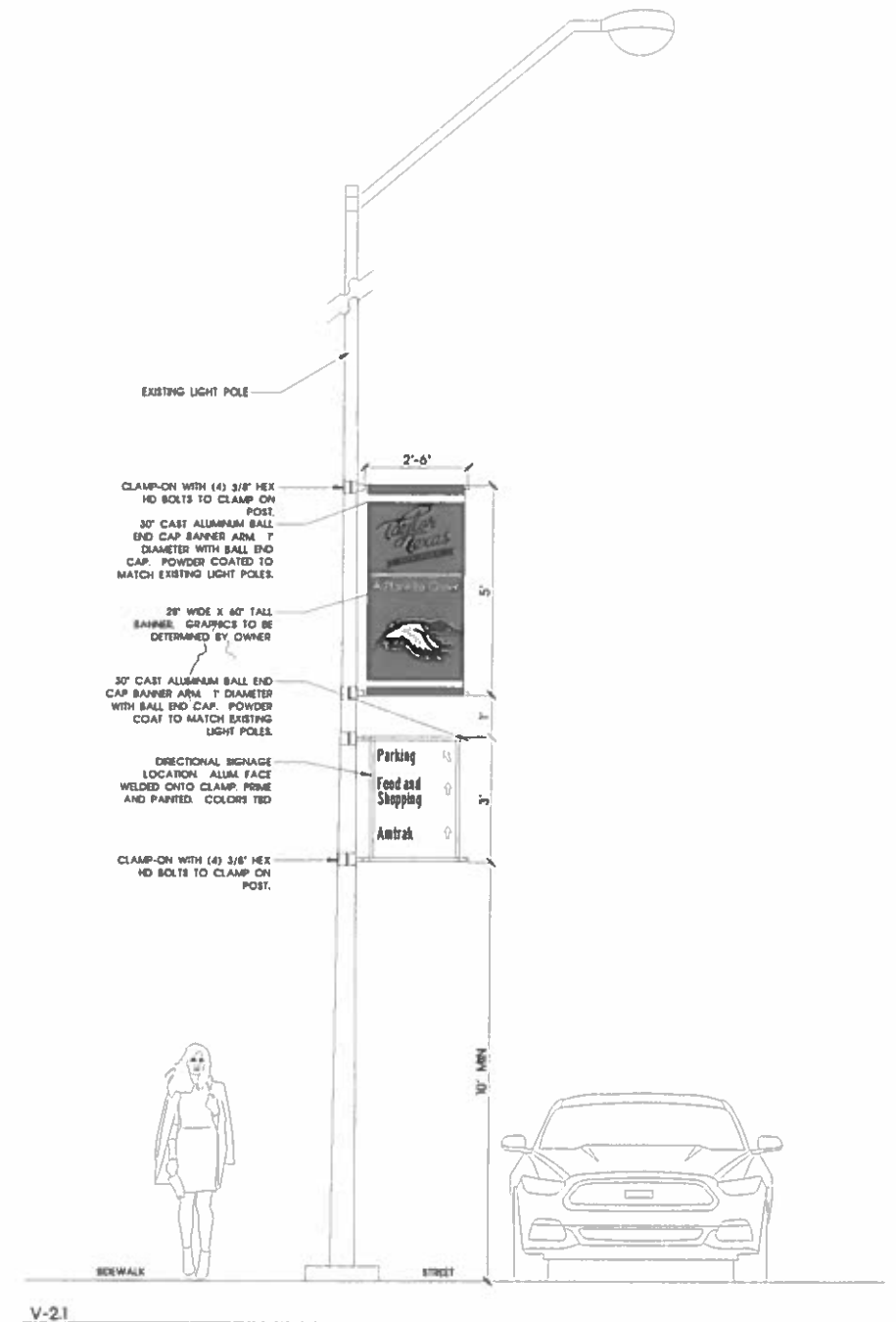
SITE LEGEND	
1. MORTGAGE SQUARE PARK	15. TAYLOR ISD
2. CITY HALL	16. TAYLOR FEED AND SUPPLY
3. WILLAMSON COUNTY HEALTH DISTRICT	17. TAYLOR AMTRAK STATION
4. MUNICIPAL COURT	18. TAYLOR PUBLIC LIBRARY
5. JUSTICE OF THE PEACE	19. MOODY HOUSE MUSEUM
6. WILLAMSON COUNTY TAX ASSessor	20. MURPHY PARK/CITY LAKE
7. US POST OFFICE	21. PRESBYTERIAN CHURCH
8. TAYLOR DAILY PRESS	22. FIRST CHRISTIAN CHURCH
9. CITIZENS NATIONAL BANK	23. ST PAUL LUTHERAN CHURCH
10. HOWARD THEATER	24. ST PAUL LUTHERAN ELEMENTARY SCHOOL
11. TAYLOR SPORTING GOODS	25. TAYLORMADE BREWERY
12. CITY NATIONAL BANK	26. ST MARYS CATHOLIC SCHOOL
13. TRIPLE COLLEGE	27. ST MARYS CATHOLIC CHURCH
14. LOUIS MUELLER Bldg	





SIGN TYPES		
SYMBOL	DESCRIPTION	QTY
(V-1)	BANNER ONLY ON EXISTING HWY LIGHT POLE	41
(V-2)	BANNER AND DIRECTIONAL	3
(V-3)	DIRECTIONAL	4
(V-4)	BANNER ON EXISTING ANTIQUE LIGHT POLE	33
(V-5)	PARKING LOT IDENTITY	6
(V-6)	PARKING LOT IDENTITY AND DIRECTIONAL	5
(V-7)	BANNER AND DIRECTIONAL ON PROPOSED ANTIQUE POLE	3
(P-1)	PEDESTRIAN DIRECTIONAL	3
(P-2)	PEDESTRIAN DIRECTIONAL	1

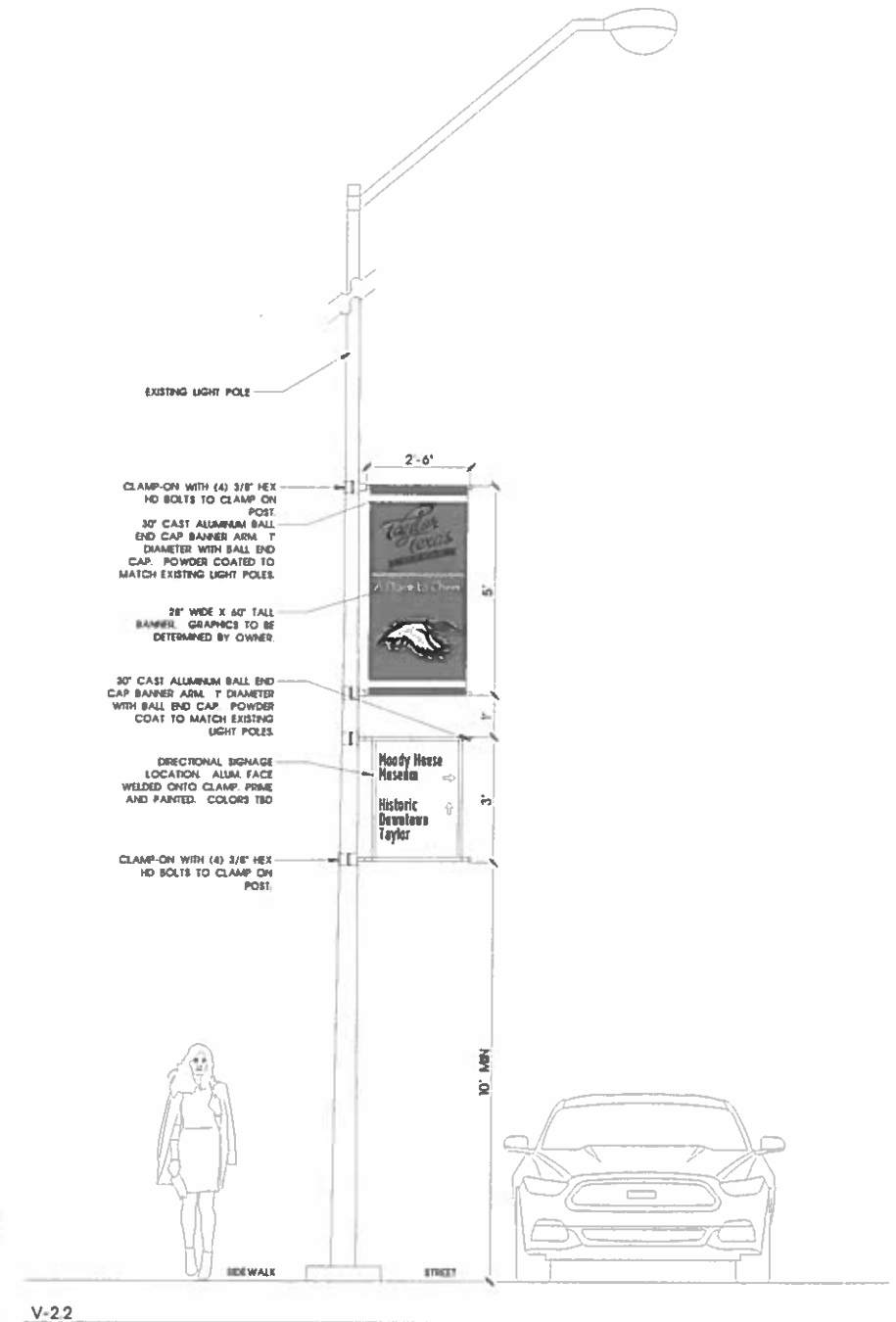
SITE LEGEND	
1 HERITAGE SQUARE PARK	15 TAYLOR ISD
2 CITY HALL	16 TAYLOR FEED AND SUPPLY
3 WILLAMSON COUNTY HEALTH DISTRICT	17 TAYLOR AMTRAK STATION
4 MUNICIPAL COURT	18 TAYLOR PUBLIC LIBRARY
5 JUSTICE OF THE PEACE	19 MOODY HOUSE MUSEUM
6 WILLAMSON COUNTY TAX ASSESSOR	20 MURPHY PARK/CITY LAKE
7 US POST OFFICE	21 PRESBYTERIAN CHURCH
8 TAYLOR DAILY PRESS	22 WEST CHRISTIAN CHURCH
9 CITIZENS NATIONAL BANK	23 ST. PAUL LUTHERAN CHURCH
10 HOWARD THEATER	24 ST. PAUL LUTHERAN ELEMENTARY SCHOOL
11 TAYLOR SPORTING GOODS	25 TAYLORMADE BREWERY
12 CITY NATIONAL BANK	26 ST. MARYS CATHOLIC SCHOOL
13 TEMPLE COLLEGE	27 ST. MARYS CATHOLIC CHURCH
14 LOUIS MULLER BKG	

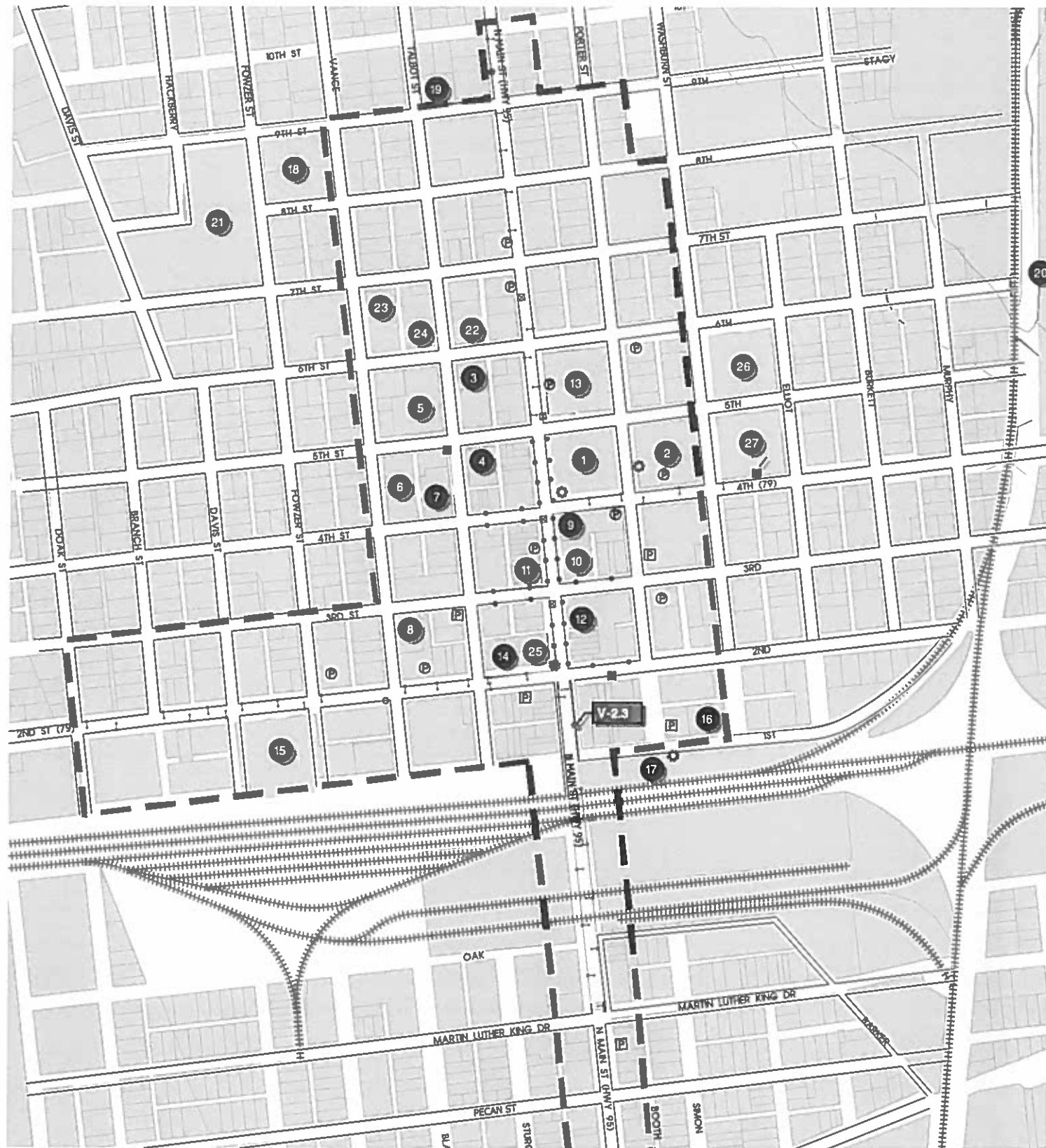




SIGN TYPES		
SYMBOL	DESCRIPTION	QTY
(V-1)	BANNER ONLY ON EXISTING HWY LIGHT POLE	41
(V-2)	BANNER AND DIRECTIONAL	3
(V-3)	DIRECTIONAL	4
(V-4)	BANNER ON EXISTING ANTIPOLE LIGHT POLE	33
(V-5)	PARKING LOT ENTRY	6
(V-6)	PARKING LOT ENTRY AND DIRECTIONAL	6
(V-7)	BANNER AND DIRECTIONAL ON PROPOSED ANTIPOLE POLE	3
(P-1)	PEDESTRIAN DIRECTIONAL	3
(P-2)	PEDESTRIAN DIRECTIONAL	1

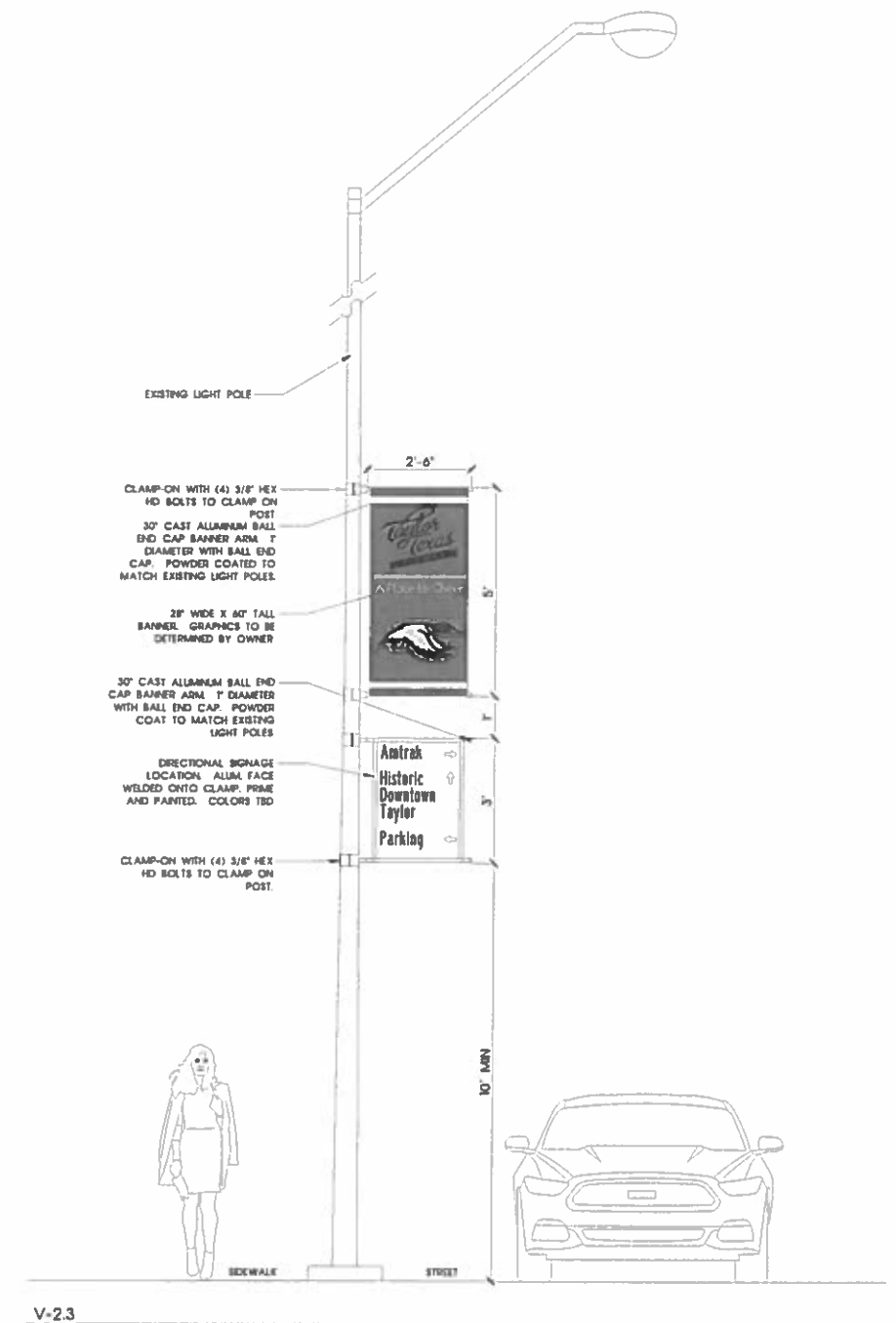
SITE LEGEND	
1. MORTGAGE SQUARE PARK	15. TAYLOR BID
2. CITY HALL	16. TAYLOR FEED AND SUPPLY
3. WILLAMSON COUNTY HEALTH DISTRICT	17. TAYLOR AMTRAK STATION
4. MUNICIPAL COURT	18. TAYLOR PUBLIC LIBRARY
5. JUSTICE OF THE PEACE	19. MOODY HOUSE MUSEUM
6. WILLAMSON COUNTY TAX ASSESSOR	20. MURPHY PARK/CITY LAKE
7. US POST OFFICE	21. PRESBYTERIAN CHURCH
8. TAYLOR DAILY PRESS	22. FIRST CHRISTIAN CHURCH
9. CITIZENS NATIONAL BANK	23. ST. PAUL LUTHERAN CHURCH
10. HOWARD THEATRE	24. ST. PAUL LUTHERAN ELEMENTARY SCHOOL
11. TAYLOR SPORTING GOODS	25. TAYLORMADE BREWERY
12. CITY NATIONAL BANK	26. ST. MARYS CATHOLIC SCHOOL
13. TRIPLE COLLEGE	27. ST. MARYS CATHOLIC CHURCH
14. LOUIE MILLER BBQ	





SIGN TYPES		
SYMBOL	DESCRIPTION	QTY
(V-1)	BANNER ONLY ON EXISTING HWY LIGHT POLE	41
(V-2)	BANNER AND DIRECTIONAL	5
(V-3)	DIRECTIONAL	4
(V-4)	BANNER ON EXISTING ANTIPOLE LIGHT POLE	33
(P-1)	PARKING LOT IDENTITY	4
(P-2)	PARKING LOT IDENTITY AND DIRECTIONAL	5
(V-7)	BANNER AND DIRECTIONAL ON PROPOSED ANTIPOLE POLE	3
(P-3)	PEDESTRIAN DIRECTIONAL	3
(P-4)	PEDESTRIAN DIRECTIONAL	1

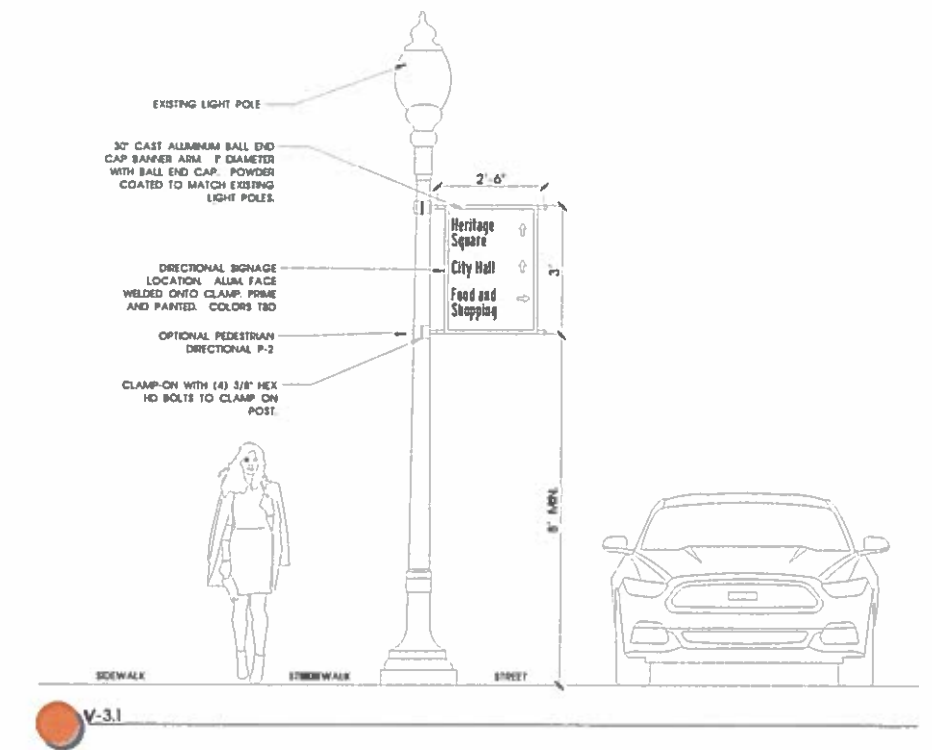
SITE LEGEND	
1 HERITAGE SQUARE PARK	16 TAYLOR ISD
2 CITY HALL	17 TAYLOR FED AND SUPPLY
3 WILLAMSON COUNTY HEALTH DISTRICT	18 TAYLOR AMTRAK STATION
4 MUNICIPAL COURT	19 TAYLOR PUBLIC LIBRARY
5 JUSTICE OF THE PEACE	20 MOODY HOUSE MUSEUM
6 WILLAMSON COUNTY TAX ASSESSOR	21 MURPHY PARK/CITY LAKE
7 US POST OFFICE	22 PRESBYTERIAN CHURCH
8 TAYLOR DAILY PRESS	23 FIRST CHRISTIAN CHURCH
9 CITIZENS NATIONAL BANK	24 ST PAUL LUTHERAN CHURCH
10 HOWARD THEATER	25 ST PAUL LUTHERAN ELEMENTARY SCHOOL
11 TAYLOR SPORTING GOODS	26 TAYLORMADE BREWERY
12 CITY NATIONAL BANK	27 ST. MARY'S CATHOLIC SCHOOL
13 TEMPLE COLLEGE	28 ST. MARY'S CATHOLIC CHURCH
14 LOUIE MUELLER BBQ	



V-2.3

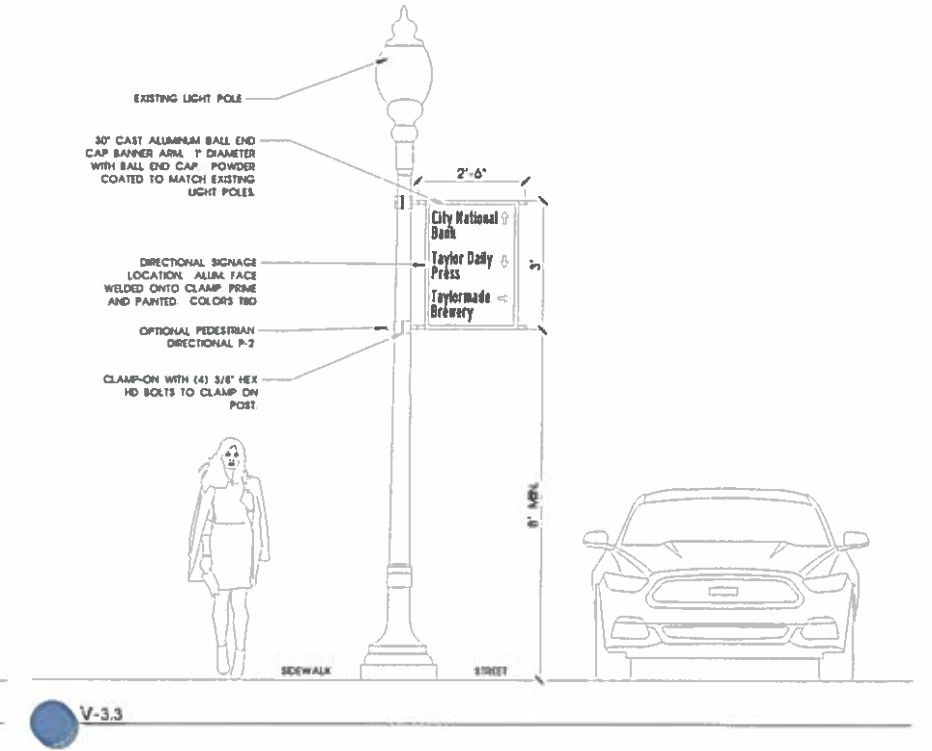
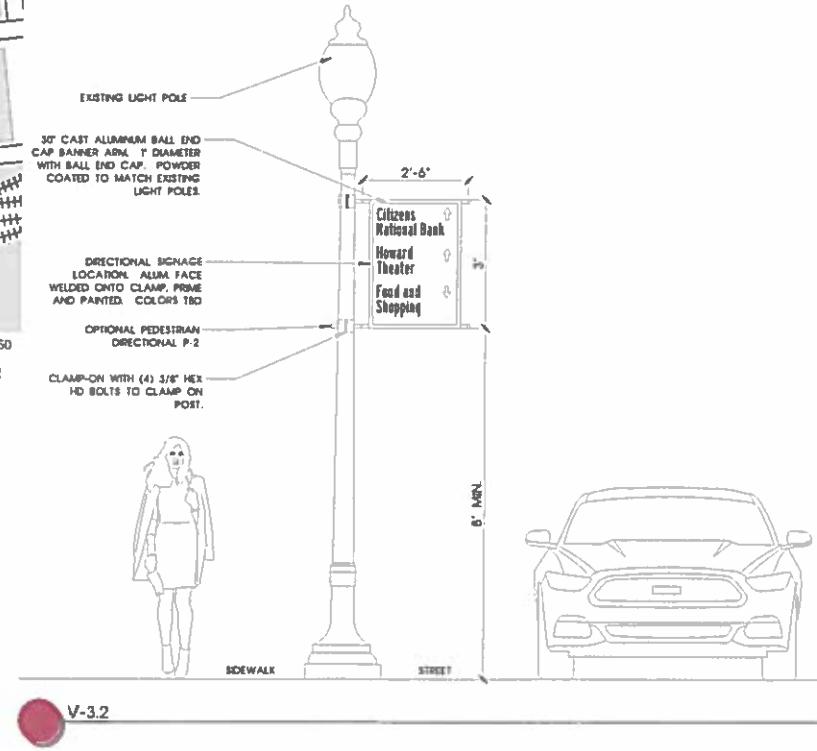


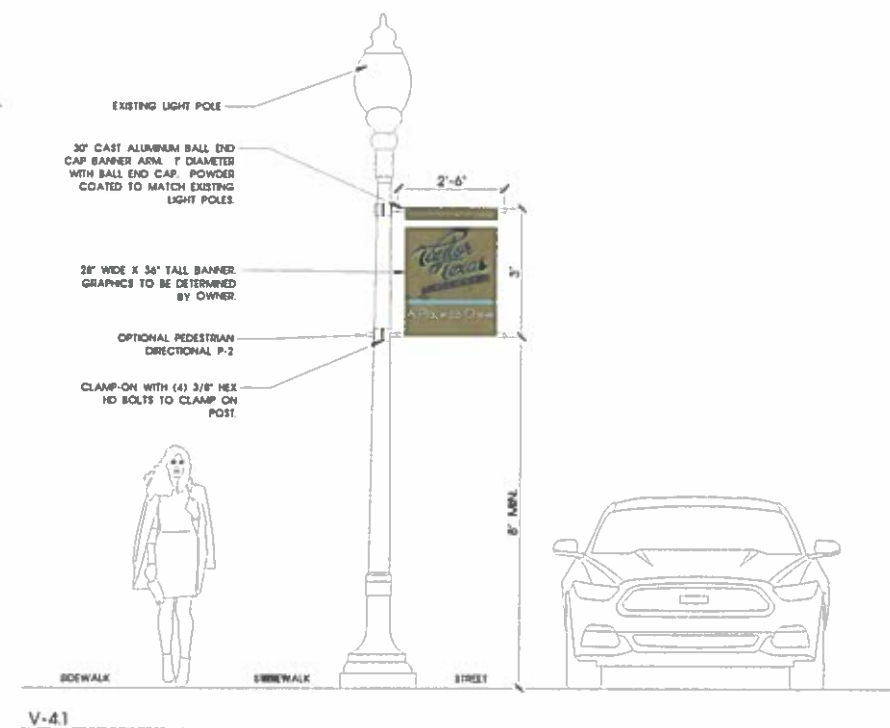
SYMBOL	DESCRIPTION	QTY
(V-1)	BANNER ONLY ON EXISTING HWY LIGHT POLE	41
(V-2)	BANNER AND DIRECTIONAL	3
(V-3)	DIRECTIONAL	6
(V-4)	BANNER ON EXISTING ANTIQUE LIGHT POLE	33
(V-5)	PARKING LOT IDENTITY	4
(V-6)	PARKING LOT IDENTITY AND DIRECTIONAL	6
(V-7)	BANNER AND DIRECTIONAL ON PROPOSED ANTIQUE POLE	3
(P-1)	PEDESTRIAN DIRECTIONAL	3
(P-2)	PEDESTRIAN DIRECTIONAL	1



SITE LEGEND	
1 HERITAGE SQUARE PARK	12 TAYLOR ISD
2 CITY HALL	13 TAYLOR FEED AND SUPPLY
3 WILLIAMSON COUNTY HEALTH DISTRICT	14 TAYLOR AMTRAK STATION
4 MANOPAL COURT	15 TAYLOR PUBLIC LIBRARY
5 JUDICE OF THE PEACE	16 MOODY HOUSE MUSEUM
6 WILLIAMSON COUNTY TAX ASSESSOR	17 MURPHY PARK/CITY LAKE
7 US POST OFFICE	18 PRESBYTERIAN CHURCH
8 TAYLOR DAILY PRESS	19 FIRST CHRISTIAN CHURCH
9 CITIZENS NATIONAL BANK	20 ST. PAUL LUTHERAN CHURCH
10 HOWARD THEATER	21 ST. PAUL LUTHERAN ELEMENTARY SCHOOL
11 TAYLOR SPORTING GOODS	22 TAYLORMADE BREWERY
12 CITY NATIONAL BANK	23 ST. MARYS CATHOLIC SCHOOL
13 TEMPLE COLLEGE	24 ST. MARYS CATHOLIC CHURCH
14 LOUIE MALLER B&G	

North Scale: 1" = 250'





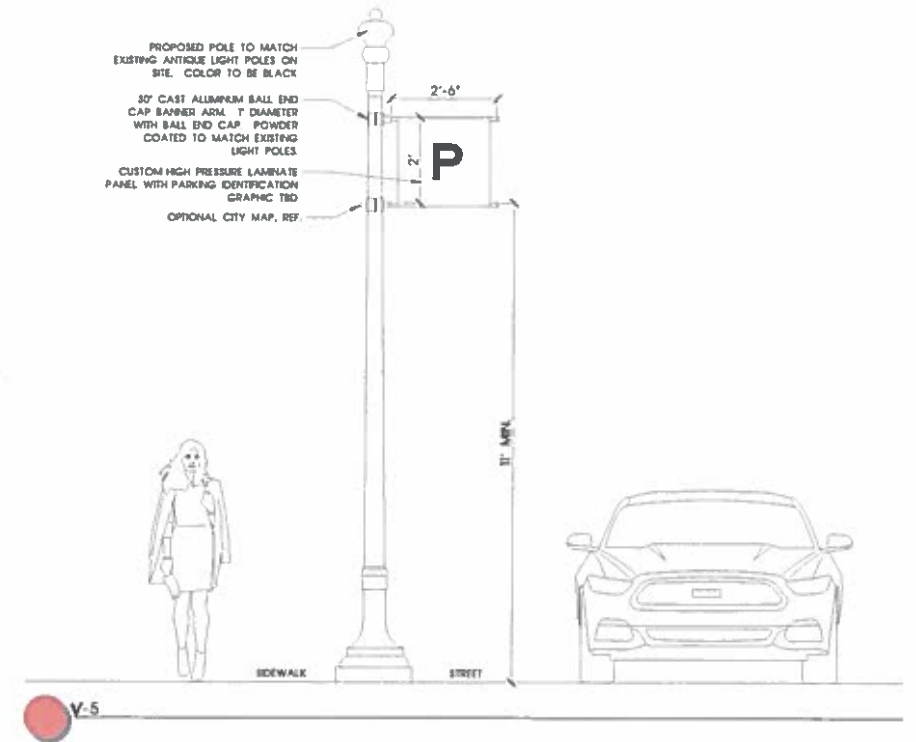
SIGN TYPES		
SYMBOL	DESCRIPTION	QTY
(V-1)	BANNER ONLY ON EXISTING HWY LIGHT POLE	41
(V-2)	BANNER AND DIRECTIONAL	9
(V-3)	DIRECTIONAL	4
(V-4)	BANNER ON EXISTING ANTIQUE LIGHT POLE	23
(V-5)	PARKING LOT IDENTITY	6
(V-6)	PARKING LOT IDENTITY AND DIRECTIONAL	5
(V-7)	BANNER AND DIRECTIONAL ON PROPOSED ANTIQUE POLE	3
(P-1)	PEDESTRIAN DIRECTIONAL	3
(P-2)	PEDESTRIAN DIRECTIONAL	1

SITE LEGEND	
1	HERITAGE SQUARE PARK
2	CITY HALL
3	WILLAMSON COUNTY HEALTH DISTRICT
4	MUNICIPAL COURT
5	JUSTICE OF THE PEACE
6	WILLAMSON COUNTY TAX ASSESSOR
7	US POST OFFICE
8	TAYLOR DAILY PRESS
9	CITIZENS NATIONAL BANK
10	HOWARD THEATER
11	TAYLOR SPORTING GOODS
12	CITY NATIONAL BANK
13	TRIPLE COLLEGE
14	LOUIE MULLER BBQ
15	TAYLOR 80
16	TAYLOR FISH AND SUPPLY
17	TAYLOR AMTRAK STATION
18	TAYLOR PUBLIC LIBRARY
19	MOODY HOUSE MUSEUM
20	MURPHY PARK/CITY LAKE
21	PRESBYTERIAN CHURCH
22	FIRST CHRISTIAN CHURCH
23	ST. PAUL LUTHERAN CHURCH
24	ST. PAUL LUTHERAN ELEMENTARY SCHOOL
25	TAYLORMADE BREWERY
26	ST. MARYS CATHOLIC SCHOOL
27	ST. MARYS CATHOLIC CHURCH



SIGN TYPES		
SYMBOL	DESCRIPTION	QTY
(V-1)	BANNER ONLY ON EXISTING HWY LIGHT POLE	41
(V-2)	BANNER AND DIRECTIONAL	8
(V-3)	DIRECTIONAL	4
(V-4)	BANNER ON EXISTING ANTIQUE LIGHT POLE	13
(V-5)	PARKING LOT IDENTITY	6
(V-6)	PARKING LOT IDENTITY AND DIRECTIONAL	6
(V-7)	BANNER AND DIRECTIONAL ON PROPOSED ANTIQUE POLE	3
(P-1)	PEDESTRIAN DIRECTIONAL	3
(P-2)	PEDESTRIAN DIRECTIONAL	1

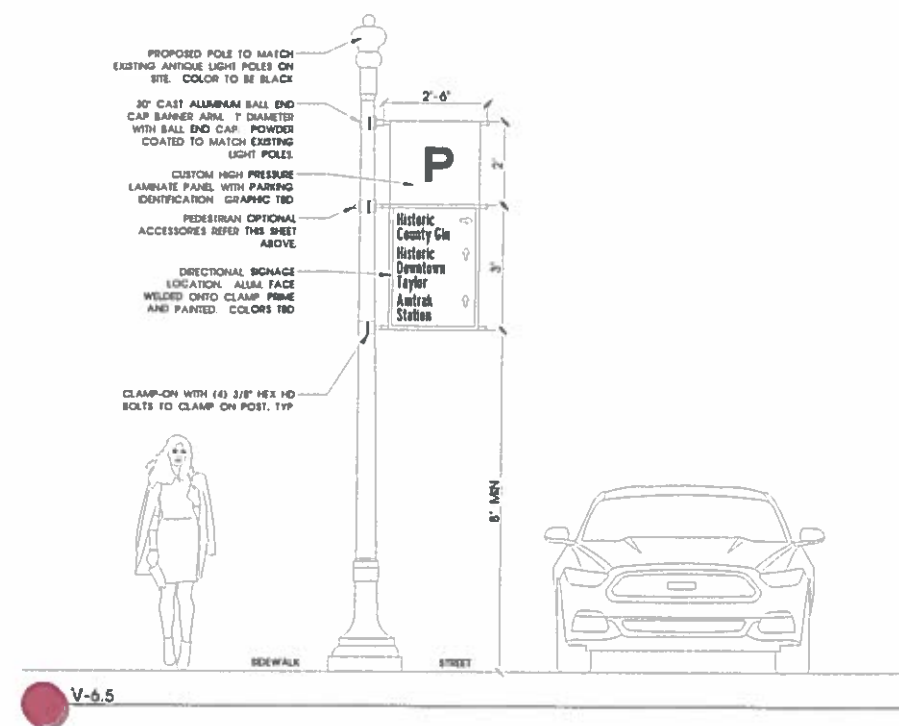
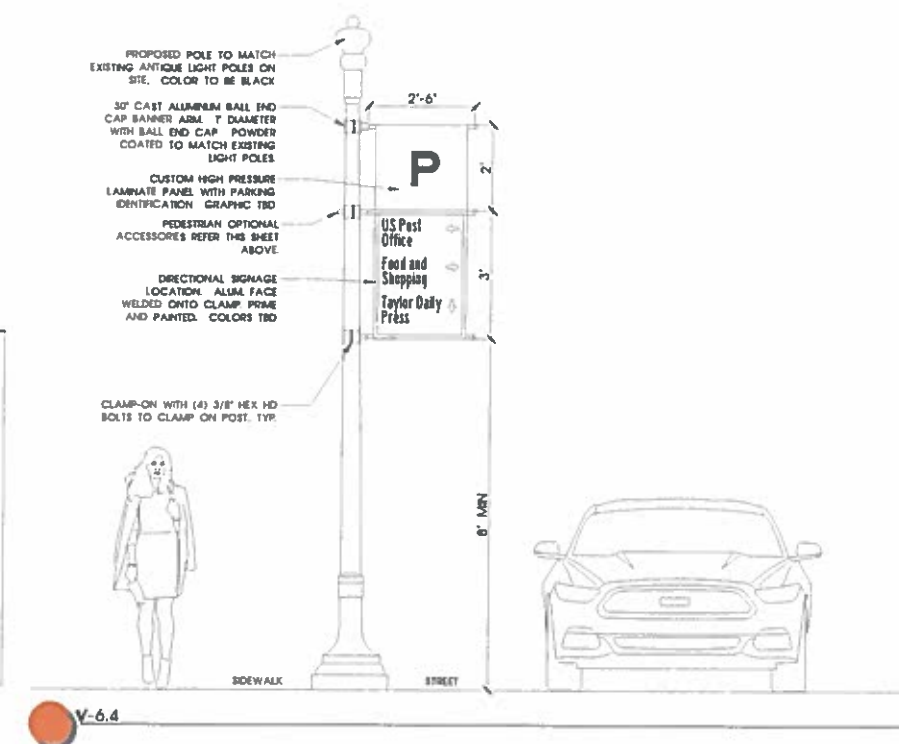
SITE LEGEND	
1. HERITAGE SQUARE PARK	16. TAYLOR ISD
2. CITY HALL	17. TAYLOR RED AND SUPPLY
3. WILLIAMSON COUNTY HEALTH DISTRICT	18. TAYLOR AMTRAK STATION
4. MUNICIPAL COURT	19. TAYLOR PUBLIC LIBRARY
5. JUSTICE OF THE PEACE	20. MOODY HOUSE MUSEUM
6. WILLIAMSON COUNTY TAX ASSESSOR	21. MURPHY PARK/CITY LAKE
7. US POST OFFICE	22. PRESBYTERIAN CHURCH
8. TAYLOR DAILY PRESS	23. FIRST CHRISTIAN CHURCH
9. CITIZENS NATIONAL BANK	24. ST. PAUL LUTHERAN CHURCH
10. HOWARD THEATRE	25. ST. PAUL LUTHERAN ELEMENTARY SCHOOL
11. TAYLOR SPORTING GOODS	26. TAYLORMADE BREWERY
12. CITY NATIONAL BANK	27. ST. MARTYR CATHOLIC SCHOOL
13. TEMPLE COLLEGE	28. ST. MARTYR CATHOLIC CHURCH
14. LOUIE MULLER B&G	





SYMBOL	DESCRIPTION	QTY
D-1	(V-1) - BANNER ONLY ON EXISTING HWY LIGHT POLE	41
⊖	(V-2) - BANNER AND DIRECTIONAL	5
⊞	(V-3) - DIRECTIONAL	4
•	(V-4) - BANNER ON EXISTING ANTIQUE LIGHT POLE	33
P	(V-5) - PARKING LOT IDENTITY	6
P	(V-6) - PARKING LOT IDENTITY AND DIRECTIONAL	8
⊞	(V-7) - BANNER AND DIRECTIONAL ON PROPOSED ANTIQUE POLE	3
⊞	(P-1) - PEDESTRIAN DIRECTIONAL	5
⊞	(P-2) - PEDESTRIAN DIRECTIONAL	1

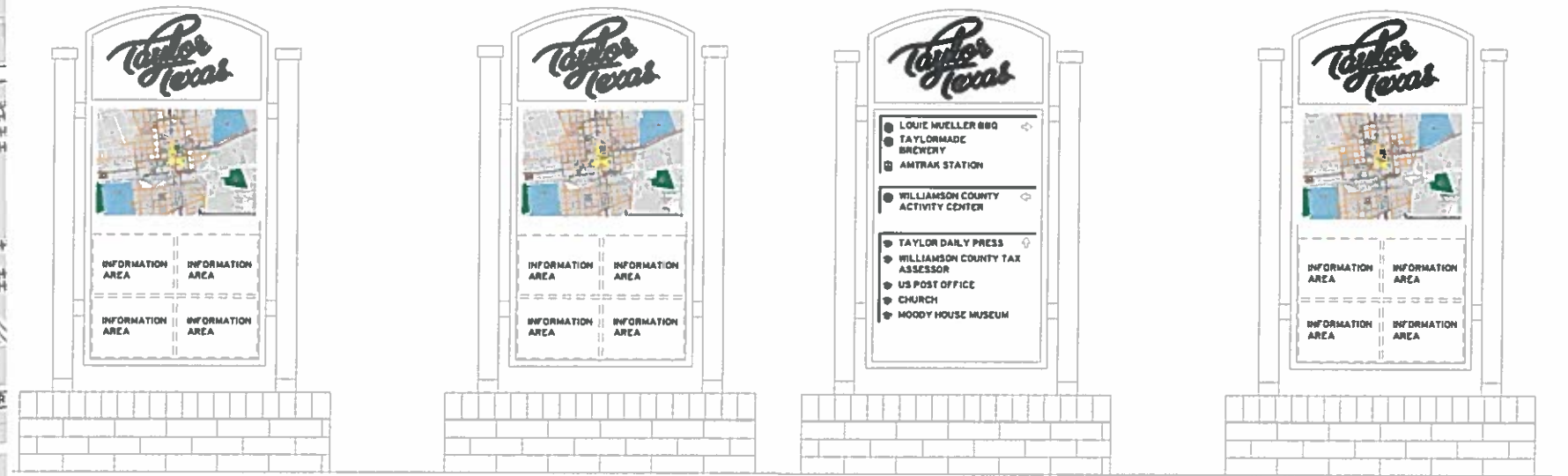
SITE LEGEND	
1 HERITAGE SQUARE PARK	16 TAYLOR ISD
2 CITY HALL	17 TAYLOR REED AND SUPPLY
3 WILLIAMSON COUNTY HEALTH DISTRICT	18 TAYLOR AMTRAK STATION
4 MUNICIPAL COURT	19 TAYLOR PUBLIC LIBRARY
5 JUSTICE OF THE PEACE	20 MOODY HOUSE MUSEUM
6 WILLIAMSON COUNTY TAX ASSESSOR	21 MURPHY PARK/CITY LAKE
7 US POST OFFICE	22 PRESBYTERIAN CHURCH
8 TAYLOR DAILY PRESS	23 FIRST CHRISTIAN CHURCH
9 CITIZENS NATIONAL BANK	24 ST. PAUL LUTHERAN CHURCH
10 HOWARD THEATER	25 ST. PAUL LUTHERAN ELEMENTARY SCHOOL
11 TAYLOR SPORTING GOODS	26 TAYLORMADE BREWERY
12 CITY NATIONAL BANK	27 ST. MARY'S CATHOLIC SCHOOL
13 TEMPLE COLLEGE	28 ST. MARY'S CATHOLIC CHURCH
14 LOUIE MULLER BRQ	





SYMBOL	DESCRIPTION	QTY
(V-1)	BANNER ONLY ON EXISTING HWY LIGHT POLE	41
(V-2)	BANNER AND DIRECTIONAL	3
(V-3)	DIRECTIONAL	4
(V-4)	BANNER ON EXISTING ANTIQUE LIGHT POLE	33
(V-5)	PARKING LOT IDENTITY	6
(V-6)	PARKING LOT IDENTITY AND DIRECTIONAL	3
(V-7)	BANNER AND DIRECTIONAL ON PROPOSED ANTIQUE POLE	3
(P-1)	PEDESTRIAN DIRECTIONAL	3
(P-2)	PEDESTRIAN DIRECTIONAL	1

SITE LEGEND	
1 HERITAGE SQUARE PARK	16 TAYLOR ISD
2 CITY HALL	17 TAYLOR FRED AND SUPPLY
3 WILLIAMSON COUNTY HEALTH DISTRICT	18 TAYLOR AMTRAK STATION
4 MUNICIPAL COURT	19 TAYLOR PUBLIC LIBRARY
5 ARTIST OF THE PLACE	20 MOODY HOUSE MUSEUM
6 WILLIAMSON COUNTY TAX ASSESSOR	21 MURPHY PARK/CITY LAKE
7 US POST OFFICE	22 PRESBYTERIAN CHURCH
8 TAYLOR DAILY PRESS	23 FIRST CHRISTIAN CHURCH
9 CITIZEN NATIONAL BANK	24 ST. PAUL LUTHERAN CHURCH
10 HOWARD THEATER	25 ST. PAUL LUTHERAN ELEMENTARY SCHOOL
11 TAYLOR SPORTING GOODS	26 TAYLORMADE BREWERY
12 CITY NATIONAL BANK	27 ST. MARYS CATHOLIC SCHOOL
13 TEMPLE COLLEGE	28 ST. MARYS CATHOLIC CHURCH
14 LOUIE MUELLER BBQ	



North Scale: 1" = 250'

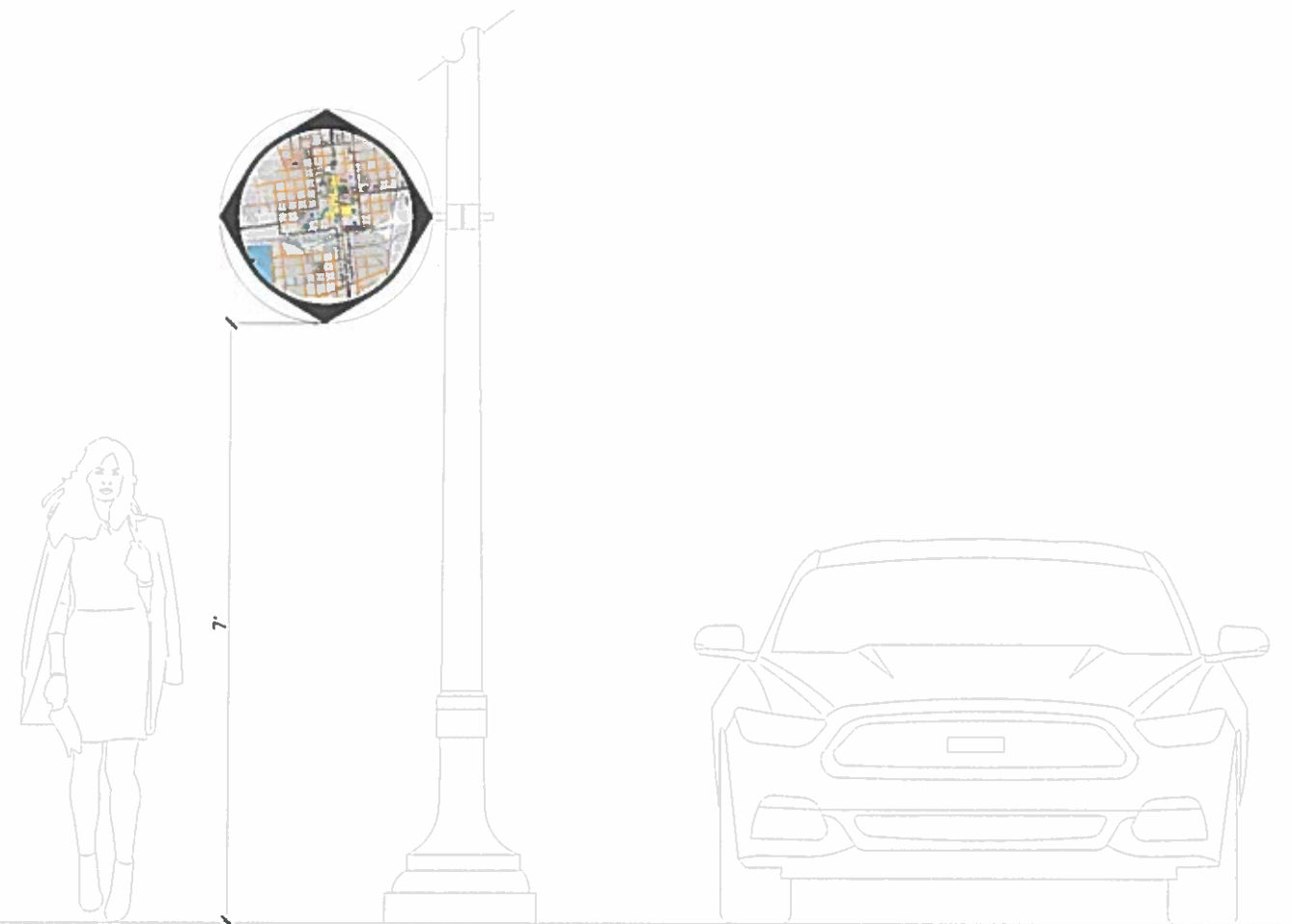
P-1 - PEDESTRIAN DIRECTIONAL DOWNTOWN WAYFINDING SIGNS CITY OF TAYLOR, TEXAS

Date: July 7, 2017



SIGN TYPES		
SYMBOL	DESCRIPTION	QTY
(V-1)	BANNER ONLY ON EXISTING HWY LIGHT POLE	41
(V-2)	BANNER AND DIRECTIONAL	3
(V-3)	DIRECTIONAL	4
(V-4)	BANNER ON EXISTING ANTIQUE LIGHT POLE	33
(V-5)	PARKING LOT IDENTITY	6
(V-6)	PARKING LOT IDENTITY AND DIRECTIONAL	6
(V-7)	BANNER AND DIRECTIONAL ON PROPOSED ANTIQUE POLE	3
(P-1)	PEDESTRIAN DIRECTIONAL	3
(P-2)	PEDESTRIAN DIRECTIONAL	1

SITE LEGEND	
1 HERITAGE SQUARE PARK	13 TAYLOR ISD
2 CITY HALL	14 TAYLOR FUEL AND SUPPLY
3 WILLIAMSON COUNTY HEALTH DISTRICT	15 TAYLOR AMTRAK STATION
4 MUNICIPAL COURT	16 TAYLOR PUBLIC LIBRARY
5 JUSTICE OF THE PEACE	17 MOODY HOUSE MUSEUM
6 WILLIAMSON COUNTY TAX ASSESSOR	18 MURPHY PARK CITY LAKE
7 US POST OFFICE	19 PRESBYTERIAN CHURCH
8 TAYLOR DAILY PRESS	20 FIRST CHRISTIAN CHURCH
9 CITIZENS NATIONAL BANK	21 ST PAUL LUTHERAN CHURCH
10 HOWARD THEATER	22 ST PAUL LUTHERAN ELEMENTARY SCHOOL
11 TAYLOR SPORTING GOODS	23 TAYLORMADE BREWERY
12 CITY NATIONAL BANK	24 ST MARYS CATHOLIC SCHOOL
13 TEMPLE COLLEGE	25 ST MARYS CATHOLIC CHURCH
14 LOUIE MULLER Bldg	



P-2 - PEDESTRIAN DIRECTIONAL MAP
DOWNTOWN WAYFINDING SIGNS
CITY OF TAYLOR, TEXAS

Date: July 7, 2017

Main Street Advisory Board
December 15, 2021

Agenda Item Cover Sheet – 6
2nd Saturday Advertising / Promotion

From: [Ian Davis](#)
To: [Jan Harris](#)
Cc: [Megan Klein](#)
Subject: Re: 2nd Saturday promotional advertising
Date: Tuesday, December 7, 2021 6:13:01 PM
Attachments: [image001.png](#)

CAUTION: This email originated from outside of the City of Taylor. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks for following up on this, and I'm eager for Main Street to take a leadership role in this group effort.

The reason TBC currently gets top billing is we came up with the concept, do all the organizing, and the other business only put in \$10 each. TBC often puts in \$250 per event, and we have put in thousands over the years to build the 2nd Saturdays brand.

Having said that, if the City wants to take the lead on organizing and funding, and/or the other businesses want to significantly step up their funding contribution, then we'd be more than happy to take a step back and/or share equal billing.

The same way the City provides support to the car show and Blacklands Fest and gives higher promotional billing to the biggest sponsors seems like it would also apply to 2nd Saturdays.

Sent from my iPhone

On Dec 7, 2021, at 2:32 PM, Jan Harris <jan.harris@taylortx.gov> wrote:

Hi Ian and Megan –

At the November Main Street board meeting they discussed your request from October that they allocate advertising funds toward the support of 2nd Saturdays on Facebook. I was directed to ask you if the Taylor 2nd Saturday FB page and its advertisements could be less centered around the Tap Room and more about all of the businesses. For example, the November post has TBC right under the event title and the location of the 2nd Saturday event is the Tap Room's address. Under "what to expect" "Free Beer" figures prominently. I believe that the board does want to financially support 2nd Saturdays by providing/underwriting

advertising but in such a way that ALL businesses are represented equally. I anticipate that senior City staff would have an issue with providing City funds for advertising for events that appear to be developed by one business (while indeed including others) but where it receives “top billing” and that business serves as the location of the event.

Please let me know your thoughts as the board will be discussing 2nd Saturday advertising at its December 15th meeting. I would prefer to have our input in advance so that I may include it in the packet for the board members to read before the meeting.

Jan Harris

Jan Harris, CMSM MHP
Main Street Manager



O: 512-352-3463
C: 512-365-4041
E: Jan.Harris@TaylorTX.gov

400 Porter Street
Taylor, TX 76574

This e-mail message may contain confidential and/or privileged information. If you are not an addressee or otherwise authorized to receive this message, you should not use, copy, disclose or take any action based on this e-mail or any information contained in the message. Please note that any communication sent to City Staff or City Officials may become public record and made available for public/media review. ATTENTION PUBLIC OFFICIALS: a "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

Main Street Advisory Board
December 15, 2021

Agenda Item Cover Sheet – 7
Digital Map Project

Main Street Advisory Board

December 15, 2021

Agenda Item Cover Sheet – 8

Feedback from the board re:

- a. updates to the Signage Grant
- b. updates to the Signage Design Guidelines

Main Street Advisory Board
December 15, 2021

Agenda Item Cover Sheet – 9
OPEN Flag Project

	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	# flags	name	address number	street direction prefix	street name	street suffix	city	parcel number	owner name	owner address	owner city	owner state	owner zip	owner phone	owner email
2	2	2nd & Main Lofts; Frills; Texas Comfort Air; Western Darlin'	100-102	E	2nd	St	Taylor	R014914	2ND & MAIN LOFTS LLC	812 GEORGE ST	TAYLOR	TX	76574	Doug Moss - (212) 465-0808 x 202	dmoss@holzmannmoss.com
3	1	Cherry Tree Home & Gift; Bohls Building Lofts	104	E	2nd	St	Taylor	R531411	HILE, EDWARD L & BETTY R	106 E 2ND ST	TAYLOR	TX	76574	(713) 560-6641	ed.hile@swbell.net
4	1	Vintage Affaire Antiques	106	E	2nd	St	Taylor	R014916	HILE, EDWARD L & BETTY R	106 E 2ND ST	TAYLOR	TX	76574	(713) 560-6641	ed.hile@swbell.net
5	1	Turning Heads Salon	112-114	E	2nd	St	Taylor	R014918	Best Caliber Rentals, LLC; Jason Simak	2106 HOLLY SPRINGS DR #UNIT 225	Taylor	TX	76574		jarentals13@gmail.com
6	1	Shepherd's Heart Food Pantry & Thrift Shop	121	E	2nd	St	Taylor	R014961	KMCA Ltd - Keith Hagler	1912 N MAIN ST	TAYLOR	TX	76574	(512) 352-8518	khagler@taylorautoocredit.com
7	4	Titsworth Building: Frazier Ins. Group, Westlund Piano, TAG 120 Art, True Barbershop, R&G Window Cleaning; Ancira Work Space, Hayley's Grains, The Real Estate Social, J.M. Tax Prep, Graphismo, Good Strangers, HolaAloha, Farmers Insurance	112-120	W	2nd	St	Taylor	R014957	CWMRY BOYD II LLC	PO BOX 50014	AUSTIN	TX	78763	(512) 619-3579	kellyeddleman@mccrorytimmerman.com

	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
8	1	The Black Sparrow Music Parlor: Greenhouse Craft Foods, Waxplant, KBSR Radio, Frock On Vintage	113 W	2nd	St	Taylor	R014929	BAGENT, SHANNON	113 W 2ND ST	TAYLOR	TX	76574-3510	(512) 309-4483	shannongilbertbagent@gmail.com	
9	1	Peterson Building: TL Nails & Spa, Mid-Tex Loan Co, True Church of Christ	119 W	2nd	St	Taylor	R014927	COLADA LTD CO - Pedro Aguado	119 W 2ND ST STE E	TAYLOR	TX	76574-3501			
10	1	KINCL Antique CO-OP	200 W	2nd	St	Taylor	R014947	TRUEX, STEPHEN P & J SHANE MUELLER BARBECUE HOLDING CO LLC ; Bobby & Trish Mueller	200 W 2ND ST	TAYLOR	TX	76574	(512) 567-0845	Sptcobra7@yahoo.com	
11	1	Louis Mueller Barbecue Restaurant	206 W	2nd	St	Taylor	R014949	LOZANO, ARNULFO SR & ROSA MARIA	300 W 2ND ST	TAYLOR	TX	76574-2418	(512) 352-6206		
12	1	El Corral Lozano Restaurant	300 W	2nd	St	Taylor	R517093	SAMUELS CLIFF	PO BOX 2286	JUPITER	FL	33468-2286			
13	1	SRSLY Chocolate	117 E	3rd	St	Taylor	R014993	TORRES COMMERCIAL REAL ESTATE GROUP LLC - Richard Torres	121 E 3RD ST	TAYLOR	TX	76574	(512) 352-9300	richard@torresholdings.com	
14	2	Monarcas Mexican Restaurant; Downtown Social	119-121	E	3rd	St	Taylor	R014958	RADIATOR SPRINGS LLC - Ryder Jeanes	2629 W 45TH ST	AUSTIN	TX	78731	512-441-888 x 4	rjeanes@cldrealty.com
15	1	The Werx Salon; vacant building	111 W	3rd	St	Taylor	R014952	MUCHA, DAVID SR & LENE A	1607 SLOAN ST	TAYLOR	TX	76574-1351			
16	1	Ed's Place	209 W	3rd	St	Taylor									

	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
17	1	Lucky Duck, Renegade Film Studios, Potters House Christian Church	200-220	E	4th	St	Taylor	R569014	10X PROPERTIES LLC - CHISUM PIERCE	931 E 38TH 1/2 ST #UNIT 53	AUSTIN	TX	78723-5705		chism_pierce@yahoo.com
18	1	Rhinestone Cowgirl	109-115	W	4th	St	Taylor	R015016	PFEIL, RICHARD P & DELMA FAY	811 W LAKE DR	TAYLOR	TX	76574		rick.von.pfeil@gmail.com
19	1	Pfeil Building: Essex Mtge; Walker Ins Co; Top Notch Properties; Trade Up Vintage	117-123	W	4th	St	Taylor	R015015	PFEIL, RICHARD P & DELMA FAY	811 W LAKE DR	TAYLOR	TX	76574		rick.von.pfeil@gmail.com
20	1	Ideal Barber Shop	118	W	4th	St	Taylor	R015058	PATSCHKE, HARVEY R	2103 GRACE ST	TAYLOR	TX	76574-1420	512) 352-7320	
21	1	Mezoozah Boutique & Corner Sweets, Loft Apt	120	W	4th	St	Taylor	R015057	SS/CS PROPERTIES LTD DBA CJ PROPERTIES - Steve Surratt	925 HIGHLAND DR	CLEBURNE	TX	76033	817-641-2020	
22	1	Vacant; Seeds to Soul Food Restaurant	201-203	W	4th	St	Taylor	R015021	HAYS, HARLAN	1117 HOWARD ST	TAYLOR	TX	76574	(512) 635-9558	marylinda1117@gmail.com
23	1	Correa's Chinese Cuisine	221	W	4th	St	Taylor	R015022	LOZANO, ARNULFO SR & ROSA MARIA	300 W 2ND ST	TAYLOR	TX	76574	(512) 321-1358	
24	1	Flake Bakery	103	W	5th	St	Taylor	R015053	LaSun Ventures, LLC; Leshia Dowers	1201 Fairgrounds Street	TAYLOR	TX	76574-3528		leishadows@gmail.com
25	1	The Lighthouse Boutique	105	W	5th	St	Taylor	R015052	BOLES, JARRELL D & SHANNON R	1610 TAMMI LN	TAYLOR	TX	76574-1319	512-963-2849	
26	3	McCrory Timmerman Building: Texas Beer Company, La Scala Italian Restaurant, Salon J	201-205	N	Main	St	Taylor	R014956	CWMRYBOYD II LLC	PO BOX 50014	AUSTIN	TX	78763	(512) 269-8339	judyblundell@msn.com

	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
27	1	Drip n Rip Vapes	206	N	Main	St	Taylor	R014966	QUINN PATRICK J & SHANNON B	PO BOX 1228	TAYLOR	TX	76574-6228	(512) 352-6345	jpquinntaylor@sbcglobal.net
28	1	St. Vincent De Paul Thrift Store	209	N	Main	St	Taylor	R014955	ST VINCENT DE PAUL THRIFT STORE - St Mary's Catholic Church	PO BOX 13327	AUSTIN	TX	78711-3327	(512) 352-2175	church.office@stm-arystaylor.org
29	2	Hawt Spot, Blue Sage Clothiers; Blue Sage Clothiers; Taylor Dermagraphics; Cookies, Cupcakes & More; Tx Gal Custom Creations; Red Cap Cigar Lounge; Vacant	211-215	N	Main	St	Taylor	R014960	ZUNIGA, RICARDO	PO BOX 10645	AUSTIN	TX	78766-0645		rjzuniga@gmail.com
30	2	Taylor Psychotherapy; The Alderete Law Firm; Curio Mrvosa; Bland's Jewelers	300-304	N	Main	St	Taylor	R015002	GOODWIN, WAYNE ROLAND	131 CHANTRY LN	GATESVILL E	TX	76528-4873	512-365-6000; 512-415-2694	
31	2	Taylor Office Products; Taylor Sporting Goods	305	N	Main	St	Taylor	R015005	THREADGILL, C DEAN & SHARRION	305 N MAIN ST	TAYLOR	TX	76574-3642	512-352-5668	Tayloroffice305@gmail.com
32	1	Young's Store	315	N	Main	St	Taylor	R015010	KIM YOUNG CHONG & HOWARD S MARTIN	315 N MAIN ST	TAYLOR	TX	76574-3642	(512) 352-6064	Youngkim2040@att.net
33	1	Netta's Nook	317	N	Main	St	Taylor	R015012	KIM YOUNG CHONG & HOWARD S MARTIN	315 N MAIN ST	TAYLOR	TX	76574-3642	(512) 352-6064	Youngkim2040@att.net
34	2	Taylor Soap Bar; Dee's Florist & Gifts; Upstairs Apartment	321-323	N	Main	St	Taylor	R015014	JAYROE CALVIN W TRUSTEE OF JAYROE MANAGEMENT TRUST	12501 LONGHORN PKWY	Austin	TX	78732	(512) 203-7663	monica@luxonrealtyservices.com

[illegible]

Main Street Advisory Board
December 15, 2021

Agenda Item Cover Sheet – 10
Upcoming Agenda Items