

AGENDA

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.**

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 October 21, 2021.
2. Review and receive the financial reports from October 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
 - e. Report from MS Manager Training and the TDA Annual Conference

2. Rental Assistance Grant requests – Jan Harris
 - a. Hayley Blundell – Hayley’s Grains – 120 W. 2nd St; Ste G
 - b. Alli Holder – Cherry Tree Home & Gifts – 104 E. 2nd St
3. Consideration of funding support for 2nd Saturdays – Jan Harris
4. Consideration of Digital Map Project – Ashley Doss/Jan Harris
5. Review of Cara Lowrimore’s Report from the MSAB Work Plan Meeting – Jan Harris
6. Discuss and approve changes to Taylor Main Street Grant program applications – Jan Harris
7. Committee report on Signage Design Guidelines project – Doug Moss/John McRae
8. Committee report on Open Flag project – Curie Humphreys/Ashley Doss
9. Update on Music on Main Concert Series – Jan Harris
10. Update on Main Street Car Show – Jeff Snyder/Jan Harris
11. Discuss items for upcoming agendas – Doug Moss

ADJOURN

Next Meeting Date: December 15, 2021

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 **November 17, 2021**. I further certify that the following news media was notified of this meeting: Taylor Daily Press.

Posted By: Jan Harris Date: 11/12/2021
Jan Harris, Main Street Manager

Main Street Advisory Board

November 17, 2021

Agenda Item Cover Sheet - 1

Approve October Meeting Minutes

MEETING MINUTES

CITY OF TAYLOR, TEXAS

MAIN STREET ADVISORY BOARD

5:30 pm on October 20, 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, John McRae, Ashley Doss, Jeff Snyder, Erwin Stauffer, and Chairman Doug Moss

STAFF PRESENT: Jan Harris, Main Street Manager

GUESTS PRESENT: Ian Davis, Texas Beer Company

I. 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.

II. CITIZENS COMMUNICATION – None currently.

III. REGULAR AGENDA: Review, Discuss and Consider Action:

A. Review and approve minutes from the MSAB regular meetings held on August 23, 2021 and September 30, 2021 and the Main Street Board Retreat held on September 30, 2021 – MOTION: A motion was made to approve the August and September minutes as presented. E. STAUFFER / J. MCRAE / UNANIMOUS

B. Receive the financial reports from September 2021 and review the FY 21-22 budgets. MOTION: The board received the financial reports as information.

C. Main Street Manager's reports:

- 1. Manager's Activity Report** – Jan reviewed her monthly activity report with the board.
- 2. Downtown Property Report** – A typographical error was noted in the Available Property Report which will be corrected. Of the 9 properties listed for sale on the report, 3 had been sold, 2 were under contract, and 1 had an interested buyer. There are 14 properties listed for lease in the downtown district – 4 have been leased, and another is being considered for lease.
- 3. 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.
- 4. Board Member Attendance Report** – Jan reviewed the attendance report with the board.

D. Possible changes to Taylor Main Street Grant programs – Jan presented a report on the effectiveness of the Rental Assistance Grant over the past 9 years noting that fewer than 40% of the recipients of the grants are still in business today. She also requested that the board consider increasing the match for the signage grants to help defray the increasing costs of quality signage. **DISCUSSION:** Curie Humphreys noted that the reason the Rental Assistance grants were developed was to encourage new businesses to fill the large number of empty buildings in downtown a decade ago. This is no longer an issue. **MOTION: To eliminate the Rental Assistance grant and to increase the Signage Grant match from \$500 to \$1500 with the balance of the funding from the Rental Assistance Grants being allocated to the Façade Improvement Grants. D. MOSS / J. SNYDER / UNANIMOUS.**

E. Committee report on Signage Design Guidelines project. Jan gave an update on actions taken by the City Council regarding permanent signage and special event signage. Doug Moss reported that the Downtown Sign Guidelines work from Susie Gibson was in its 3rd revision. It was discussed that, while the Main Street Board cannot recommend one sign professional over another, it would be appropriate for a list of sign professionals to be included in the guidelines for business owners to review. **ACTION ITEM: Jan to send out the last revision of the guidelines for the Board's review. ACTION ITEM: Add a listing of sign professionals to the Guidelines packet which would be periodically reviewed and modified.**

F. Committee report on Open Flag project – Ashley Doss discussed with the board ways to divide the number of businesses eligible for the downtown flags between the board members and Jan to prevent the task from being too difficult for any one person. **ACTION ITEM: Ashley will email the businesses in the downtown group and share the applications with them for completion. ACTION ITEM: Jan will send the list of eligible businesses to Curie and Ashley. ACTION ITEM: Jan will ask Rick Jones when he has time to install the flags.**

G. Staff report on Downtown Banner Project – Jan reported that the downtown banners were here and that the red “Welcome” banners were interspersed in the downtown with the Cr Show banners.

H. Update on Music on Main Concert Series

1. Discussion that the Music on Main Concerts adversely impact 3rd Thursday sales – Ian Davis reported that the concerts did attract people to downtown, the September concert which started at 6 pm rather than 7 did hurt businesses by pulling them out of the stores and restaurants. It was discussed that downtown restaurants could develop Gran & Go meals which would be promoted on Facebook, etc. which could benefit both the concert attendees and the downtown businesses. **MOTION: To recommend to the Public Arts Advisory Board that:**
 1. the downtown businesses be actively included in a plan which involves the downtown restaurants/venues in conjunction with the Music on Main Concert series with the goal of achieving collaborative and mutually supportive series of events.
 2. that the concerts maintain the 7 pm – 9 pm format to avoid pulling shoppers from the stores and restaurants during Third Thursday prior to 7 pm.
 3. food trucks be discouraged in favor of encouraging downtown restaurants to either offer pre-boxed concert dinner specials at their locations and/or by having a supply of dinner boxes for sale at the venue.
 4. advertising for Music on Main (including posters) include cross-promoting efforts with a 3rd Thursday logo and “shop local/shop downtown” logo included in materials. A. DOSS / R. RIVERA / UNANIMOUS

2. **Plans for Joe Posada concert** – Saturday, November 13th – Jan reported that the last Music on Main Concert for the 2021 season will feature 3-time Grammy Award winner Joe Posada. The concert will run from 7-9 pm in Heritage Square.

I. Update on Main Street Car Show

1. **Call for volunteers** – Jan asked the Board members to volunteer for the Car Show and for Spooktacular.

J. Discuss items for upcoming agendas –

- Advertising for 2nd Saturdays
- Report from Jan on the TX MS Managers' Training and the TDA Conference
- Digi maps project
- Revised grant applications
- Cara's report from the Board Retreat

IV. ADJOURN – MOTION: To adjourn the meeting at 7:20 pm. J. MCRAE / E. STAUFFER / UNANIMOUS

Main Street Advisory Board

November 17, 2021

Agenda Item Cover Sheet - 2

Receive October Financial Reports

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 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>							
<u>OFFICE FURNITURE/EQUIPMENT</u>							
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>							
<u>CONTRIBUTIONS/TRANSFERS</u>							
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	6,477.41	6,477.41	6.57	1,500.00	113,398.59
*** TOTAL EXPENSES ***		121,376.00	6,477.41	6,477.41	6.57	1,500.00	113,398.59
*** TOTAL PROFIT / (LOSS) ***		(121,376.00)	(6,477.41)	(6,477.41)	6.57	(1,500.00)	(113,398.59)

*** END OF REPORT ***

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 2021

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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	0.00	0.00	0.00	0.00	625.00
<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	55.28	55.28	5.53	0.00	944.72
* SUB-CATEGORY TOTAL *		1,000.00	55.28	55.28	5.53	0.00	944.72
** CATEGORY TOTAL **		1,000.00	55.28	55.28	5.53	0.00	944.72
<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	0.00	0.00	0.00	0.00	200.00
524-539	OTHER CONTRACT SERVICES	0.00	0.00	0.00	0.00	1,500.00	(1,500.00)
* SUB-CATEGORY TOTAL *		200.00	0.00	0.00	750.00	1,500.00	(1,300.00)
** CATEGORY TOTAL **		200.00	0.00	0.00	750.00	1,500.00	(1,300.00)

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 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	6,383.74	6,383.74	6.47	0.00	92,317.26
<u>200-OPERATIONAL SUPPLIES</u>							
<u>OFFICE SUPPLIES</u>							
524-211	GENERAL OFFICE SUPPLIES	1,000.00	38.39	38.39	3.84	0.00	961.61
524-213	PHOTOGRAPHIC SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
524-214	COMPUTER SUPPLIES	650.00	0.00	0.00	0.00	0.00	650.00
524-215	POSTAGE	100.00	0.00	0.00	0.00	0.00	100.00
* SUB-CATEGORY TOTAL *		1,750.00	38.39	38.39	2.19	0.00	1,711.61
<u>PROGRAM/SPECIAL EVENTS</u>							
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
<u>OPERATIONAL EQUIPMENT (ADMIN)</u>							
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	38.39	38.39	0.18	0.00	20,811.61
<u>300-FACILITIES OPERATIONS/MAIN</u>							
<u>UTILITIES</u>							
524-323	TRUNK TELEPHONE SYSTEM	25.00	0.00	0.00	0.00	0.00	25.00
524-324	CELL PHONES	600.00	0.00	0.00	0.00	0.00	600.00
* SUB-CATEGORY TOTAL *		625.00	0.00	0.00	0.00	0.00	625.00

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 2021

PAG 3

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	4,305.09	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	4,305.09	4,305.09	6.53	0.00	61,574.91
<u>PAID BENEFITS</u>							
524-120	UNUM LIFE	140.00	14.53	14.53	10.38	0.00	125.47
524-121	FICA SOCIAL SECURITY	5,050.00	380.66	380.66	7.54	0.00	4,669.34
524-122	WORKERS COMPENSATION	130.00	0.00	0.00	0.00	0.00	130.00
524-123	STATE UNEMPLOYMENT TAXES	162.00	0.00	0.00	0.00	0.00	162.00
524-124	RETIREMENT- TMRS	8,870.00	580.26	580.26	6.54	0.00	8,289.74
524-126	HEALTH INSURANCE	7,750.00	642.98	642.98	8.30	0.00	7,107.02
524-127	DENTAL INSURANCE	320.00	48.78	48.78	15.24	0.00	271.22
524-128	LONG TERM DISABILITY	200.00	31.92	31.92	15.96	0.00	168.08
524-129	VISION INSURANCE	50.00	3.96	3.96	7.92	0.00	46.04
	* SUB-CATEGORY TOTAL *	22,672.00	1,703.09	1,703.09	7.51	0.00	20,968.91
<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	75.56	75.56	9.45	0.00	724.44
	* SUB-CATEGORY TOTAL *	800.00	75.56	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	300.00	300.00	22.64	0.00	1,025.00
524-144	SUBSCRIPTIONS AND BOOKS	1,824.00	0.00	0.00	0.00	0.00	1,824.00
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	0.00	0.00	0.00	0.00	2,200.00
524-148	TRAINING- MEALS	850.00	0.00	0.00	0.00	0.00	850.00
	* SUB-CATEGORY TOTAL *	9,349.00	300.00	300.00	3.21	0.00	9,049.00

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 2021

100-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: OCTOBER 31ST, 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	6,477.41	6,477.41	6.57	1,500.00	113,398.59
***	TOTAL EXPENDITURES ***	121,376.00	6,477.41	6,477.41	6.57	1,500.00	113,398.59
***	TOTAL PROFIT / (LOSS) ***	(121,376.00)	(6,477.41)	(6,477.41)	6.57	(1,500.00)	(113,398.59)

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 2021

PAG 1

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	14,626.00	14,626.00	28.40	0.00	36,874.00
450-	INTERFUND OPERATING T	39,600.00	0.00	0.00	0.00	0.00	39,600.00
***	TOTAL REVENUES ***	108,100.00	14,626.00	14,626.00	13.53	0.00	93,474.00
<u>EXPENDITURE SUMMARY</u>							
615-	CONTRIBUTE TO CIVIC P	108,100.00	7,758.39	7,758.39	15.10	8,569.20	91,772.41
***	TOTAL EXPENDITURES ***	108,100.00	7,758.39	7,758.39	15.10	8,569.20	91,772.41
***	TOTAL PROFIT / (LOSS) ***	0.00	6,867.61	6,867.61	0.00	(8,569.20)	1,701.59

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 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	621.00	621.00	10.35	0.00	5,379.00
440-353	MAIN STREET CAR SHOW	25,000.00	14,005.00	14,005.00	56.02	0.00	10,995.00
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	0.00	0.00	0.00	0.00	2,000.00
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	14,626.00	14,626.00	28.40	0.00	36,874.00
<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	14,626.00	14,626.00	13.53	0.00	93,474.00

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 2021

PAG 3

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	300.00	300.00	5.00	0.00	5,700.00
615-233	CITY SPONSORED EVENTS	5,225.00	0.00	0.00	0.00	0.00	5,225.00
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	6,798.39	6,798.39	33.79	1,650.00	16,551.61
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	0.00	0.00	0.00	0.00	1,550.00
* SUB-CATEGORY TOTAL *		67,775.00	7,098.39	7,098.39	12.91	1,650.00	59,026.61
<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	7,098.39	7,098.39	22.29	8,569.20	54,607.41

500-CONTRACT SERVICES AND FEES

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 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>FEES 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	660.00	660.00	4.52	0.00	13,940.00
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	660.00	660.00	1.91	0.00	33,940.00
** CATEGORY TOTAL **		34,600.00	660.00	660.00	1.91	0.00	33,940.00
*** DEPARTMENT TOTAL ***		108,100.00	7,758.39	7,758.39	15.10	8,569.20	91,772.41
*** TOTAL EXPENSES ***		108,100.00	7,758.39	7,758.39	15.10	8,569.20	91,772.41

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: OCTOBER 31ST, 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
***	TOTAL PROFIT / (LOSS) ***	0.00	6,867.61	6,867.61	0.00	(8,569.20)	1,701.59

*** END OF REPORT ***

Main Street Advisory Board

November 17, 2021

Agenda Item Cover Sheet - Regular Agenda -1

Main Street Manager's Reports:

Manager's Activity Report for October

October Downtown Property Report

October Downtown Business Report

Board Member Attendance Report

Report on Main Street Manager Training Meeting in Seguin

Main Street Monthly Report – October 2021

Community Outreach:

- Main Street Advisory Board Meeting – 10/20
- PAAB Meeting – 10/27
- Chamber Tourism Committee – 10/14
- Taylor Farmers Market Steering Committee Meeting – 10/11/, 10/18
- MLK Committee Meeting – 10/13

Local Business / Owner Visits:

- Working with DT Businesses for Car

Event Planning:

- Working on Main Street Car Show planning & preparation
- Main Street Car Show Committee Meeting – 10/11, 10/18
- Main Street Car Show Volunteer Meeting – 10/28
- September Music on Main Concert held on 10/21 from 7 pm to 9 pm
- Spooktacular Scare on the Square held on 10/31
- Working on Music on Main Concert featuring Joe Posada set for 11/13 from 7 pm – 9 pm
- Assisted Nicole Ortiz for church worship event at Heritage Square Amphitheater held on 11/6 - 1 pm – 9 pm
- Assisted the American Legion with the Beer Run – 11/13
- Planning Small Business Saturday – 11/27
- 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 "Houseboat" filmed in Taylor
- Movie "Chocolate Lizards" renting 2 storefronts for art shop & wardrobe & filming in Taylor
- Fear the Walking Dead filmed in Taylor
- Walker, Texas Ranger filmed in Taylor

Professional Development:

- Paycom Zoom Training – 10/20

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
- Christmas bows on DT pole lights ordered
- 2 sets of downtown Taylor banners delivered – one set hung along with Car Show Banners

Upcoming Calendar of Events:

- Every Saturday 10am-2pm – Taylor Farmers Market – Heritage Square Pavilion
 - Oct 3 – Temple of Praise Fall Festival
 - October 9 – 2nd Saturday
 - October 9 – Good Life 5K – Bull Branch
 - October 9 – Empty Bowl Project – Potter’s Alley
 - October 9 – Rededication of St. Mary’s Sanctuary
 - October 16 – Life Park Center Community Festival – Heritage Square
 - October 21 – 3rd Thursday
 - October 30 – Main Street Car Show – downtown Taylor
 - October 31 – Halloween Spooktacular Scare on the Square – Heritage Square
 - November 6 – Christian Freedom Church Service – Heritage Square
 - November 11 – Veterans Day
 - November 13 – Legion Beer Run – Murphy Park
 - November 25 – Thanksgiving Day
 - November 27 – Small Business Saturday
 - December 4 – Christmas Fair on the Square
 - December 4 – Taylor Christmas Parade

DOWNTOWN PROPERTY REPORT
November 2021 Properties for Sale

	A	B	C	D	E	F	G	H
1	PROPERTY ADDRESS	PROPERTY NAME	# SF	PRICE/SF	PRICE	CONTACT NAME	CONTACT NUMBER	CONTRACT PENDING
2								
3	119 W 2nd St; Ste E	Peterson Building	6060/SF	\$101.28/SF	\$750,000.00	Brasfield Realty	512-365-6500	Under Contract
4	119-121 E 3rd Street	Ricocco's	9916/SF	\$87.23/SF	\$975,000	Kelly Loessin	830-542-9353	Interested Buyer
5	201 W 4th Street	H. Hays Property	4420/SF	\$109.73/SF	\$485,000.00	Kelly Loessin	830-542-9353	Under Contract
6	219-221 N Main St	Texas Historic Café Bldg	16,138/SF	\$242.00/sf	\$3.9M	Sloan Spaeth	512-656-4034	
7	417 W 2nd St	old Taylor Bedding Co.	70,995 SF		serious enquiries only	Ryan Perry; Asterra Properties	512-694-5426	
8	700 N Main Street	Office Building	7183/SF		\$828,500.00	Julie Downs	512-365-8563	
9								
10								
11								
12								

DOWNTOWN PROPERTY LISTING
November 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/YR		Julie Downs	512-365-8563	
4	111 N Main St	Woodsman Inc.	1500/SF	\$1/SF	\$1550/mo	Josh Richards	512-846-2535	Yes - possible bar/restaurant
5	109 W 3rd St	fmr C VanderDys Edward Jones office	980/SF	\$1.63/SF	\$1,600	Tony Gomes	512-784-8712	
6	112 W 2nd St; Ste 202	McCrary Timmerman Bldg	3800/SF	\$1.50/SF/Mo	\$5700/MO	Julie Downs	512-365-8563	
7	120 W. 2nd St; Ste D	McCrary Timmerman Bldg	400/SF	\$1.22/SF/MO	\$488.00/mo	Julie Downs	512-365-8563	
8	211 N Main Ste B2	Hawt Spot	1,500/SF	\$1.32	\$1,980	Julie Downs	512-365-8563	
9	221 N Main St	Tony Gomes' Building	3200/SF	TBD	TBD	Tony Gomes	512-784-8712	
10	310-A N Main St	fmr Tx Dirt Road Home	3937/SF	\$1.79/SF	\$2200/mo	Josh Richards	512-846-2535	
11	313 N Main St	fmr Dee's Boutique	3278/SF	\$0.90/SF	\$2950/mo	Julie Downs	512-365-8563	
12	408 W 2nd St; Ste 2	fmr Boomers Advisory Group	1517SF		\$675/mo	Robert J Fischer		

DOWNTOWN BUSINESS REPORT – November 2021

[illegible]

TAYLOR MAIN STREET ADVISORY BOARD																2021		
MEMBER NAME	1/21/2021	2/17/21 (CANCELLED-WEATHER)	3/17/2021	4/21/2021	5/19/2021	6/16/2021	7/21/2021	8/23/2021	9/30/2021	10/20/2021	11/17/2021	12/15/2021				TOTAL MTGS CALLED	TOTAL MEETINGS ABSENT	Met Attendance Requirement per handbook
Ashley Doss			P	P	P	P	P	P	P	P								
Curie Humphreys			EA	P	P	P	P	P	P	P								
John McRae	P		P	P	P	P	EA	P	P	P								
Doug Moss			P	P	P	P	P	P	P	P								
Jeff Snyder			P	P	P	P	EA	P	P	P								
Erwin Stauffer	P		P	P	P	P	P	P	P	P								
Ruth Rivera									P	P								
Steve Truex	EA		P	P	A	A	A	Resigned										
EA = Excused Absence, per Chairman				A = Absent, not excused				P = Present										
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.																		

TEXAS MAIN STREET MANAGERS' RETREAT - SEGUIN

The highlight, besides the valuable networking opportunities was the in-person presentation by Main Street America's Matt Wagner.

Growth Strategies for your Businesses: Creating A Comprehensive Support Ecosystem by Matt Wagner, Ph.D, Chief Program Officer at Main Street America.

- Segment 1 - UNDERSTANDING: We learned how COVID has changed the small business landscape, discovered emerging model pivots and other related opportunities for small businesses and entrepreneurs to retain and grow their customer base within the business lifecycle.
- Segment 2: CREATING THE FRAMEWORK - How can Main Streets create an ecosystem that supports their existing businesses? What are the factors that need to be considered? As part of this segment, we learned how to use an assessment tool to understand gaps within the system.
- Segment 3: PUTTING IT INTO ACTION – We learned the tools and techniques for Main Streets to position themselves as the “go to” for their local businesses. We examined programming and tools to better meet the needs of small businesses and discovered the many roles Main Street program can play (e.g., Provider, Developer, Connector.)

Updates / Attachments

- **NEW! Small Scale Developer Facebook page)** – Invite any downtown building lovers and rehabbers to join the State network and talk about their projects! Here's the link: <https://www.facebook.com/groups/downtowntxdevelopernetwork> (contact are Kylie Woodlock or Alan Cox for questions)
- **NEW! Phase 3 of DowntownTX.org** has launched – Kylie Woodlock will be hosting a virtual workshop soon to introduce all of the updates.
- **Updated Annual Training Calendar** (attached, but also in Online Resource Library) – Main Street Managers are required to attend 2 trainings per year – here's the primary list of offerings, but substitutions are okay as long as they are equivalent in substance and length to these.
- **Updated Quarterly Activity Form** (attached, but also in Online Resource Library) – the State office has updated the language on the form but basic info requested is exactly the same – A webinar on Transformation Strategies is planned in the coming months.
- **Updated Design Request Form** (attached, but also in Online Resource Library)
- **Updated Texas Treasure Business Award** (summary attached) – The State office is excited to be revamping this award to make the application process run more smoothly and boost the promotion of TxMS TTBA businesses – launch will happen in November!
- **Coming ...** It is hoped that a new (easier) way to input **quarterly reinvestment statistics** in 2022 – and, moving forward, Alan Cox will be taking charge of reinvestment stats – so he is the contact for questions Alan.Cox@thc.texas.gov
- State staff vacancies: State Coordinator and Design Staff positions have been posted; interviews to begin this week.



**URBAN
MAIN™**



GROWTH STRATEGIES FOR YOUR BUSINESSES: CREATING A COMPREHENSIVE SUPPORT ECOSYSTEM

Matthew Wagner, Ph.D
MSA Chief Program Officer
©2021

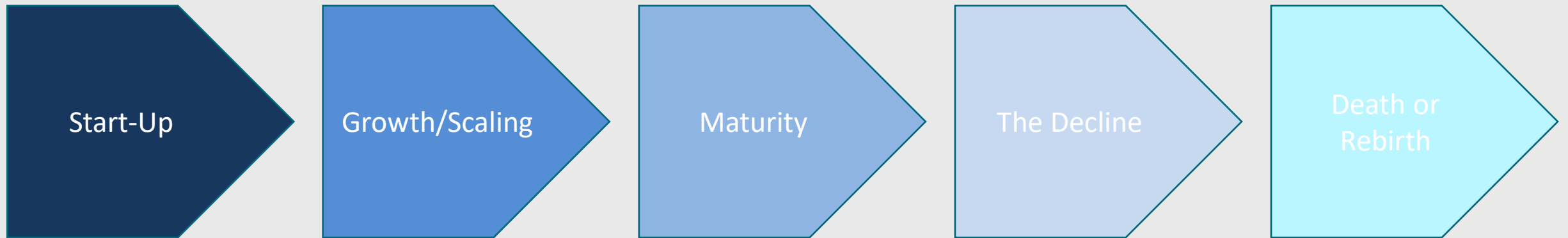


THE APPROACH FOR TODAY...

- + Segment 1 – (Understanding) Understanding the Business Life Cycle. How COVID has changed the small business landscape in each of the various stages. What are the emerging model pivots and other related opportunities for small businesses to retain and grow their customer base.
- + Segment 2 – (Creating the Framework) How Main Streets can create an ecosystem that supports their existing businesses - - what are the factors, use of an assessment tool to understand gaps within the system, etc.
- + Segment 3 – (Putting into Action) Tools and Techniques for Main Streets to position themselves as the go-to for their local businesses. Will examine programming and tools and develop to better meet needs of small businesses within their community, as well as the role Main Street Programs can play to help execute (e.g. Provider, Developer, Connector)

SEGMENT 1 – UNDERSTANDING LIFE CYCLE

THE STAGES OF BUSINESS



POLL QUESTION – FROM A LOCAL MAIN STREET PROGRAM PERSPECTIVE, AT WHAT STAGE OF THE LIFE CYCLE DO YOU APPLY MOST OF YOUR PROGRAMMING AND SUPPORT EFFORTS?

- ☐ Start-Up
- ☐ Growth
- ☐ Maturity
- ☐ Decline
- ☐ Death/Rebirth
- ☐ None, this hasn't been an area of focus

A photograph of a main street in a historic town. On the left, there are multi-story brick buildings with ornate architectural details. A mural is visible on the lower part of one building. Several cars are parked along the left side of the street. On the right, more historic buildings are visible, including one with blue-painted lower floors. A dark blue triangle is overlaid on the right side of the image, containing two lines of yellow text.

Covid has influenced and
accelerated the business life
cycle...

More than ever, main street
businesses will need to employ
multiple selling strategies

THE 12 SHIFTS TO CONSIDER ALONG THE LIFECYCLE

1. Covidpreneurship
2. Pure Subscription Play
3. The Rundle
4. The Standards (Delivery, Curbside, Social Media)
5. E-Commerce Finally
6. Small Scale Production
7. B to B/C (Wholesaling and the Great Dispersion)
8. Do a Pop-up (R&D for existing)
9. Add a 3rd Space Hang Out (Remote Work)
10. Shift and/or Add an Element from a Growing Sector
11. Succession Planning – Seek a Favorable Exit
12. Develop a Workforce Initiative

1. PIVOT TO SELF-EMPLOYMENT: NO BETTER TIME TO BUILD A STRONG ECOSYSTEM



- + Continued High Unemployment
- + Not All Sectors are Underperforming
- + Cheap \$\$
- + Personal Equity
- + Barriers to Entry Continue to Drop
- + Affordability
- + Consumer Mindset – Support Local and Small

MSA RESEARCH – ENTREPRENEURSHIP REPRESENTS A HIGHER ROI FOR ECONOMIC VITALITY

- + Most of your Community Businesses were Started by Local Entrepreneurs and NOT from Outside Recruitment Activities
 - Overall, 70 percent of local businesses were started by individuals residing in those same communities. And when it comes to businesses located in older commercial districts, like Main Streets, this number increases to 74 percent.
 - The lowest percentages are found in commercial shopping centers at 52 percent and shopping malls at 50 percent.
 - Special Note: Businesses that are solely e-commerce are predominately locally launched at 86 percent.

2. ADD A SUBSCRIPTION COMPONENT

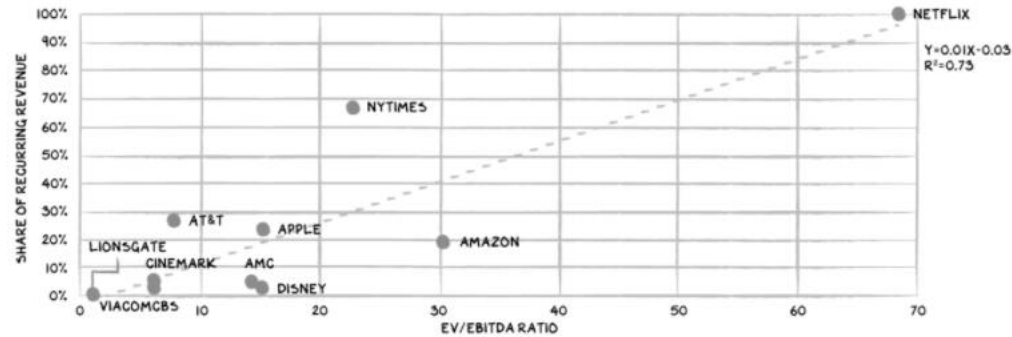
- Think about cord cutting migrating to streaming services now to highly niche based subscriptions at \$4.99 (Discovery Plus, Paramount Plus)
- Panera offered an \$8.99/month coffee subscription. In 7 months = 1 million subscribers
- Box Subscriptions - From April 2014 to April 2018, the industry grew by 890%.
 - More than half of online shoppers (54%) say they subscribe to a subscription box service.
 - The subscription box industry appeals to consumers' desire for convenient, novel experiences.



3. **RUNDLE** = RECURRING REVENUES + BUNDLED SERVICES

EV / EBITDA VS. SHARE OF RECURRING REVENUE

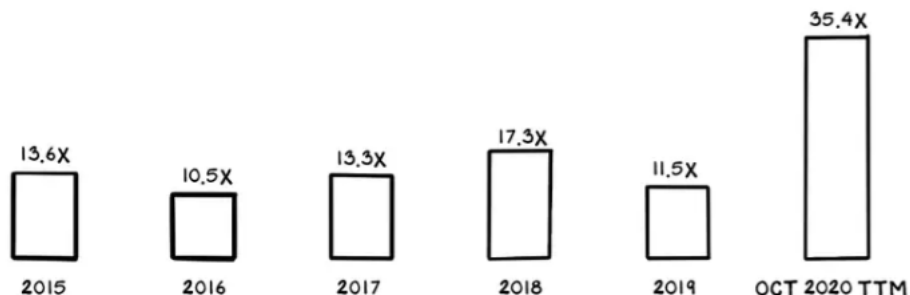
APRIL 2020



SOURCE: PROF G ANALYSIS OF SEEKING ALPHA DATA.

APPLE P/E RATIO

2015-2020



The Classic Example: Amazon Prime...the Leader (Discounts, Free Delivery, Amazon TV, etc)

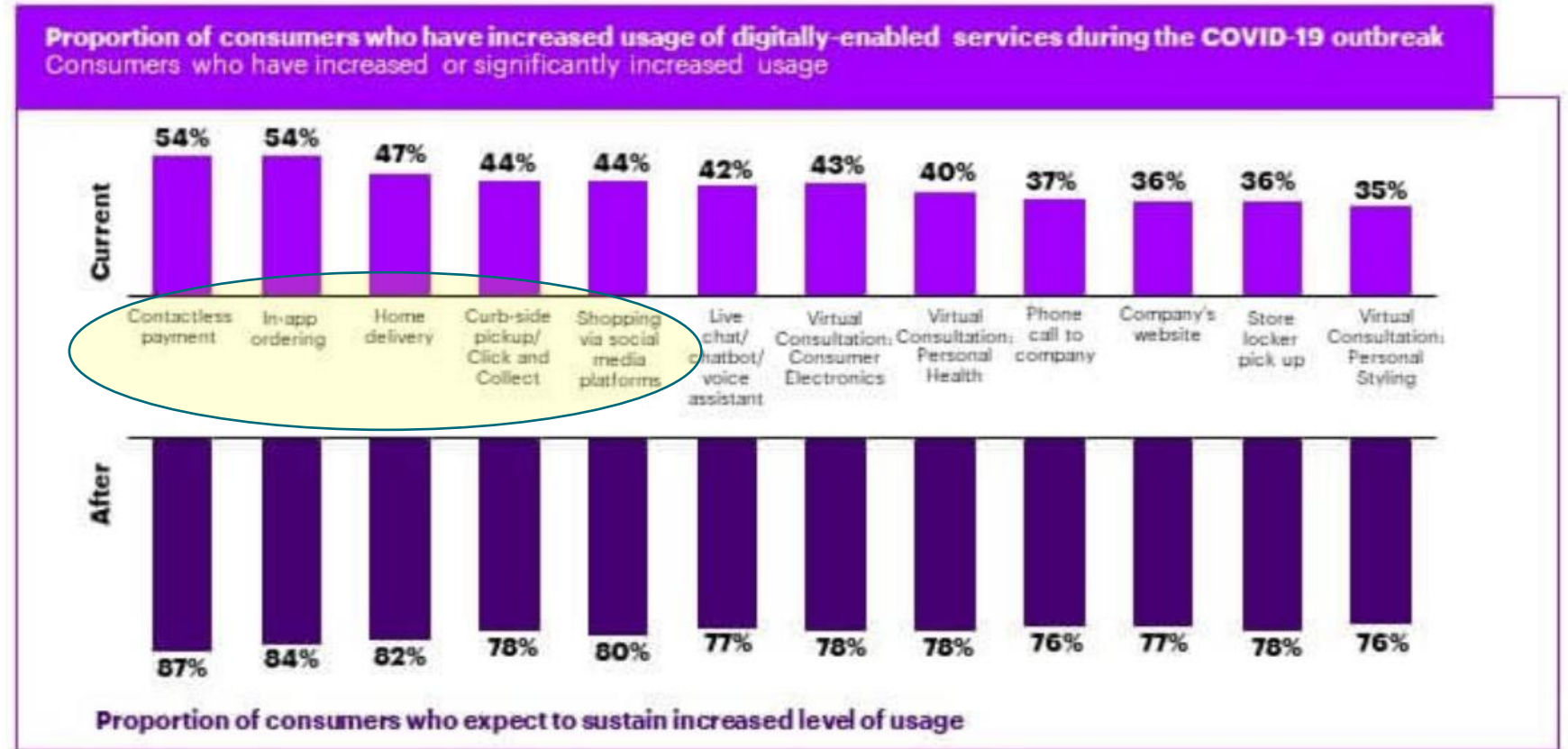
Apple One: Apple TV+, Apple Music, Icloud, Apple Arcade, Apple News, Apple Fitness (**NOTE: It took Apple 42 years to get to \$1T value...it took 5 months to get to \$2T**)

Next Up

- Walmart+ - Same Delivery Groceries, Fuel Discounts, etc.
- Disney Plus go to Disney2 = Disney+, Deep Discounts at Amusement Parks, Cruiseline, etc.
- *MAIN STREET Example: A bike store that for hard core bikers provides free monthly tune-up, 15% standard discount, and a monthly newsletter....\$29/month*

4. GOING WITH WHAT IS STICKY POST COVID...THE STANDARDS

- Feb 2021 SMS
New Norms:
54% of Main Street businesses did not enact any of these....however of those that did 67% will make permanent.

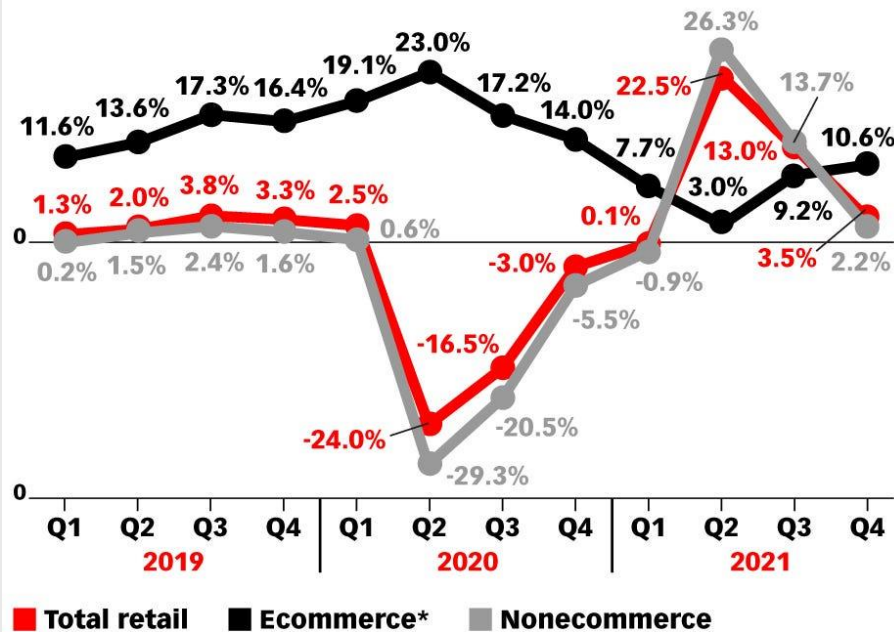


Source: Accenture COVID-19 Consumer Pulse Research, conducted 2nd-8th June 2020. Excludes those who do not use services.

5. E-COMMERCE – THE OBVIOUS, MUST MOVE

**Retail Sales Growth in the US, by Segment,
Q1 2019-Q4-2021**

% change



*Note: excludes travel and event tickets, payments such as bill pay, taxes or money transfers, food services and drinking place sales, gambling and other vice goods sales; *includes products or services ordered using the internet, regardless of the method of payment or fulfillment*

Source: eMarketer, May 2020

255731

www.eMarketer.com

“The percentage of retail done on digital channels has gone up one percent each year. And as of 2020 it was at 18%, and then in eight weeks it went to 28%! We had a decade in eight weeks.” – Prof Scott Galloway (NYU Stern School of Business)

ETSY SALES GROW BY 147% in 2020!



Kennedy Smith

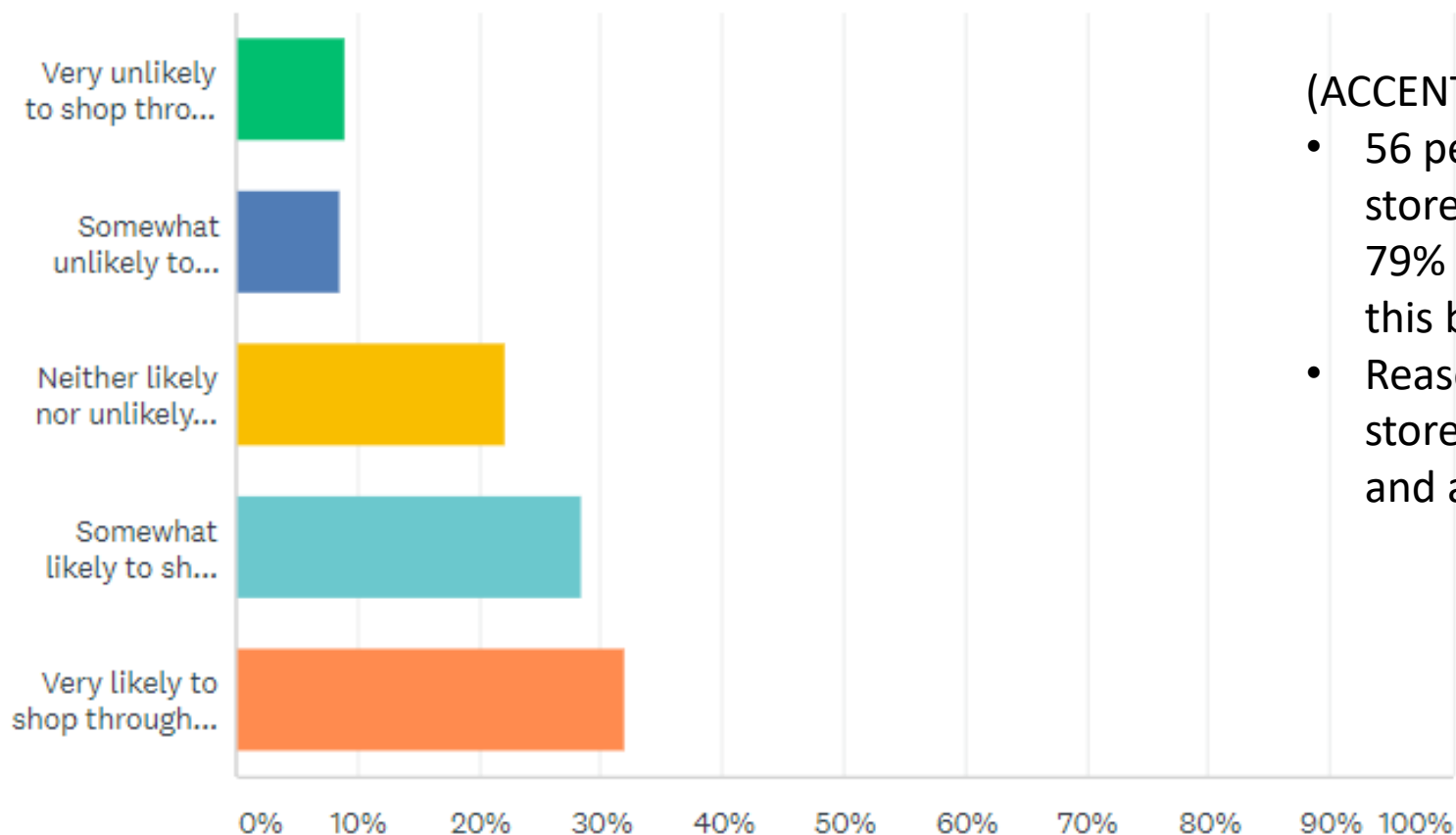
27m · 2

Amazon released its 4th quarter earnings report yesterday. Its 2020 net sales - \$386.1 billion - is the equivalent of the average annual net sales of 463,637 retail businesses with fewer than five employees. You want to support small businesses? Stop supporting Amazon.



If more local or mom-and-pop merchants offered their products and services through online shopping, how likely would you shop through local retailers' online stores compared to major national or global online retailers?

Answered: 257 Skipped: 0



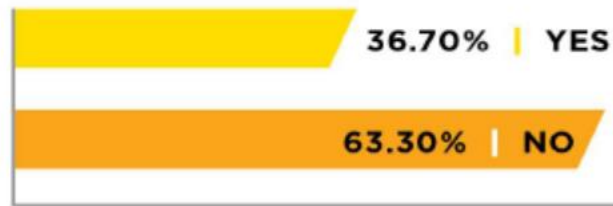
(ACCENTURE STUDY)

- 56 percent of consumers are shopping in neighborhood stores or buying more locally sourced products, with 79% and 84% respectively planning to continue with this behavior into the longer term.
- Reasons for this vary from actively supporting local stores or national products, or as quest for authentic and artisan products.

E-COMMERCE ON MAIN STREET

APRIL 2020 – Survey Monkey

Q. Does your business have an online sales component?



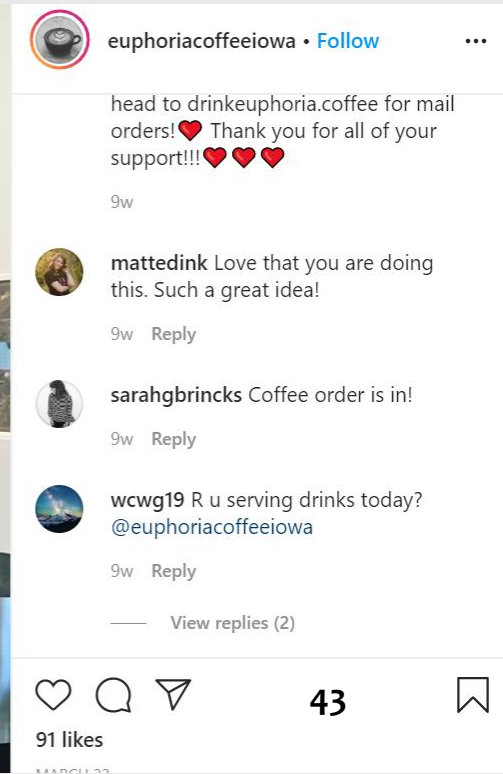
And 47% of Non-Food Retailers did not...

January 2021 – SMS Survey

- 53% of Overall Businesses – No online sales during holidays (up 10% over April)
- 35% of Retail Businesses – No online sales (up 12% over April)
- Of those Retail Businesses using e-commerce, 32% made more than 10% of their business over the holidays online.

6. BECOME A SMALL-SCALE PRODUCER

- + Breweries
- + Food Production
 - Coffee Rosters
 - Popcorn
 - Bakery
 - Chocolate
- + Apparel
- + Furniture
- + Sporting Goods
- + Jewelry/Watches
- + Artisans/Crafters
- + Vintage Goods
- + Health and Wellness Products
- + Personal Hygiene
- + Eco-Friendly
- + NOTE: B to B as well



7. THE GREAT DISPERSION – MOVING BEYOND THE WHOLESALE

- + The Great Dispersion represents the current economy of more direct ways to reach consumers:
 - Amazon dispersed retail to desktop, to mobile, to voice.
 - Netflix dispersed DVDs to our mailbox, then to every screen,
 - University of Phoenix dispersed to online learning,
 - And with covid we finally saw medicine now to telemedicine
 - JAMA Study: in-person medical services dropped by 23% in March and 52% in April 2020, and that telemedicine services grew by more than 1000% in March and more than 4000% in April.
- + Opportunities abound for businesses with blended, mixed-uses and functions within their spaces, co-education spaces, telemedicine terminals in pharmacies, etc.

8. DO A POP UP OR MOBILE RETAIL OPTION – ITS NOT JUST FOR START-UPS



+ **Belfast, Maine** – The Moody Dog, started out as a mobile retailer in the form of a food truck, specializing in pies, cookies, and cakes. Spotting an opportunity, the business decided to use another form of a mobile pop-up—a push cart—to expand offerings through a menu of specialty hot dogs. Success and a large following have now resulted in other pop-up activity near the Marshall Wharf Brewery, and a more permanent “hidden,” as they call it, kitchen and take out space. <https://themooddog.com/>

9. REMOTE WORK: CREATE A THIRD SPACE COMPONENT TO YOUR BUSINESS

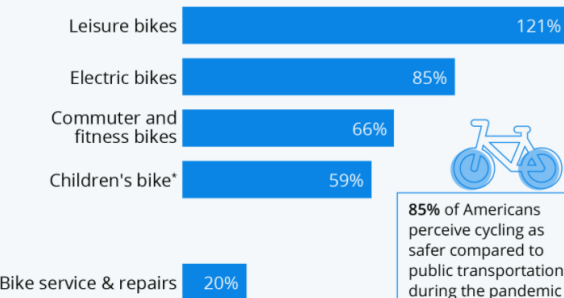
- + Millions of Americans relocated in 2020 because of COVID-19, moving out of college dorms that abruptly closed, moving back to home states to work remotely, moving out of housing that no longer suited their lifestyle and more,” Atlas Van Lines Study



10. LINE EXTENSIONS INTO GROWING SECTORS

COVID-19 Pandemic Fuels Bicycle Boom

Year-over-year change in bicycle and bicycle service sales in the U.S. in March 2020



85% of Americans perceive cycling as safer compared to public transportation during the pandemic

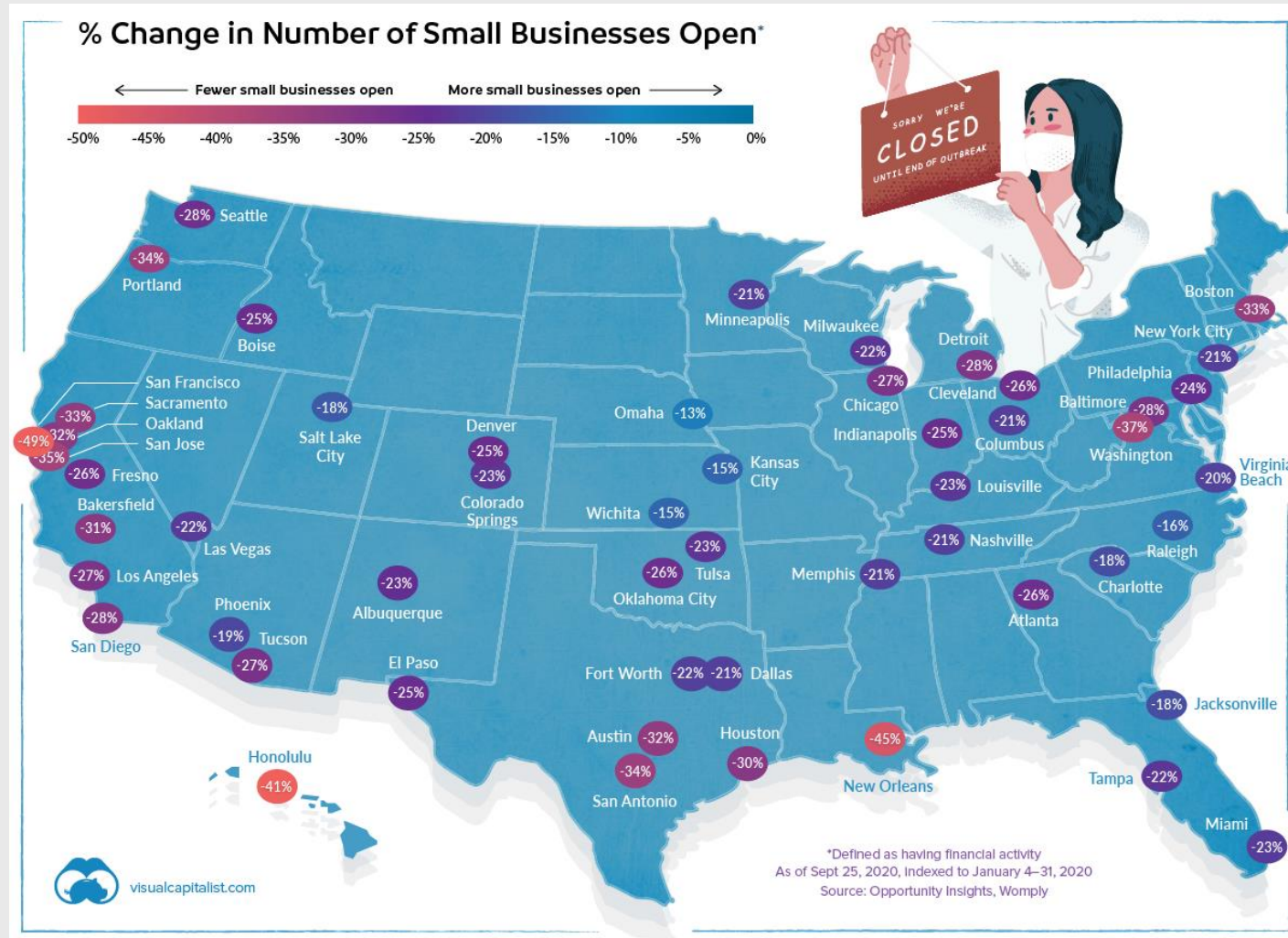
* incl. BMX bikes
Sources: The NPD Group, Trek, Engine Insights



Change in August retail sales from:	Previous year	Previous month
Nonstore retailers	+22.4%	no chg.
Building materials/garden	+15.4	+2.0%
Sporting goods/hobbies/musical instruments/books	+11.1	-5.7%
Food/drink stores	+10.0	-1.2
Health/personal care	+5.6	+0.8
Motor vehicles/parts	+4.5	+0.2
Furniture/furnishings	+3.8	+2.1
Total retail sales	+2.6	+0.6
General merchandise	+0.8	-0.4
Miscellaneous	-0.6%	-0.2
Electronics/appliances	-2.4	+0.8
Food service/drink places	-15.4	+4.7
Gas stations	-15.4	+0.4
Clothing	-20.4	+2.9

Source: Commerce Department • By Karl Russell

11. SEEK A FAVORABLE EXIT...



SUCCESSION PLANNING

- Nearly 10,000 baby boomers retire each day...each day through 2019. (Pew Foundation)
- 78 percent of small business owners have told their advisers they plan to sell their businesses to fund their retirement, but only 30 percent have written a specific plan. (NFIB)
- 11 percent of those that have a plan indicate they will simply dissolve the business (BoA)

12. CREATE A GREAT WORK ENVIRONMENT

WE ARE EXPERIENCING A WORKFORCE SHIFT IN THIS COUNTRY:

- Transportation and warehousing added 53,000 jobs in August, bringing employment in the industry slightly above (+22,000) its pre-pandemic level in February 2020.
- Employment in retail trade declined by 29,000 in August, with losses in food and beverage stores (-23,000) and in building material and garden supply stores (-13,000). Retail trade employment is down by 285,000 since February 2020.
- Employment in leisure and hospitality was unchanged, after increasing by an average of 350,000 per month over the prior 6 months. In August, a job gain in arts, entertainment, and recreation (+36,000) was more than offset by a loss in food services and drinking places (-42,000). Employment in leisure and hospitality is down by 1.7 million, or 10.0 percent since February 2020.

A [recent Forbes article](#) suggests the top considerations for job seekers and current employees are:

1. Work/Life Balance
2. Shared Values
3. Career Progression Opportunities
4. Benefits

SOLUTIONS FOR ATTRACTING AND RETAINING WORKERS

- + Ensure Safe Workplaces
- + Provide Flexibility – Work/Life Balance
- + Share Employees
- + Hire Teens
- + Time to Closet Clean Your Business: Reduce to What Makes You Profitable
- + Support the Launch of More Child Care Facilities
- + Bring in more technology to automate processes



DISCUSSION: MAIN STREET AND BUSINESS STAGES

- + How do you view your role in addressing business needs?
- + What is your sense of how well your small business owners understand options/opportunities to shift their business models in order to grow?
- + What are the limitations you find in working with businesses within these stages?

BREAK



SEGMENT 2 – CREATING THE FRAMEWORK (THE HOW-TO)

ENTREPRENEURIAL ECOSYSTEMS: AN ECONOMIC VITALITY FRAMEWORK FOR SUPPORTING YOUR BUSINESSES AT ALL PARTS OF THE LIFE CYCLE

WHAT IS AN ENTREPRENEURIAL ECOSYSTEM?

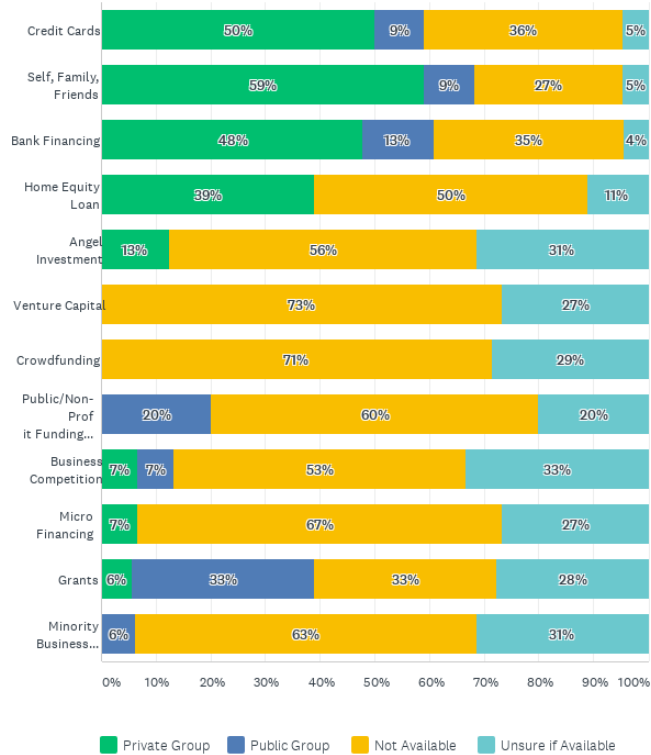
By most definitions, entrepreneurial ecosystems refer to the strategic alignment of a variety of public and private efforts—including government policies, funding and finance, human capital, and regulatory frameworks—to provide necessary financial, social, and human capital to foster entrepreneurship in innovative and creative ways. Frequently overlooked in these definitions is **the value of place and the physical environment as central factors in creating and growing successful enterprises.**

By emphasizing the creation and support of great places and spaces for people to live and work, commercial districts can attract new businesses and new ideas, thus contributing directly to the development of the local entrepreneurial ecosystem.

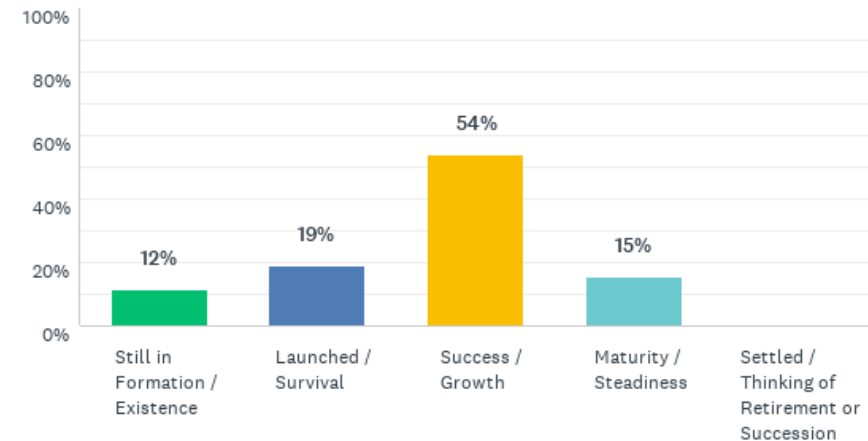


INPUTS: 1. PRE-SURVEY OF BUSINESSES (ALL STAGES)

Q6 What forms of financial assistance have you used as part of your entrepreneurial journal? For the following, please check all that apply:



Q2 What stage best characterizes you and your business's current state?



INPUTS: 2. FOCUS GROUP SESSIONS

1. There are two groups each asked to attend and participate in 45-60 min facilitated sessions. Note: These are held separately.
 - a. Area Entrepreneurs
 - b. Area Technical Assistance Providers
2. Rule of Thumb is to encourage 7-9 participants in each. The reality is that will make for 5-7 participants once day of workshop as there are always no-shows or cancellations.
3. For Entrepreneurs: Diversity is key here.
 - a. Diversity of Business Type: Avoid just having downtown retailers. Seek retail, service, manufacturers, restaurants, tech, etc.
 - b. Diversity of Gender
 - c. Diversity of Age
 - d. Start-ups (those just getting started) and those a few years in business but still relatively new.
4. For Technical Assistance Providers: General List of Invitees –
 - a. SBDC
 - b. SCORE
 - c. Economic Development Organization
 - d. Library
 - e. City ED
 - f. College/University Entrepreneurship Programming
 - g. Incubator/Accelerator type of program
 - h. Chamber of Commerce
 - i. Manufacturing Group if applicable
 - j. Financial Institutions
5. Given that these are training sessions, generally a set-up chairs in a semi-circle works best.
6. You may want a “scribe” to take notes for the facilitator and group responses based on the 7 Factors of the Entrepreneurship Ecosystem. This will help with dialogue around strengths, weaknesses, gaps, etc after the discussion.
7. You can also in real time have someone writing on flip chart paper around the room under the respective “7 Factor” headings. So one for Place, another under Financial Capital, etc. etc.

FOCUS GROUP 1 – AREA BUSINESSES: DIVERSITY ACROSS STAGES

1. Start with having each business owner/entrepreneur introduce themselves and their business (with a brief description of their business and what they make, sell, do, etc.)
2. Ask each of them to share how they got started and why they started this business.
3. Question – You could have started your business anywhere...why (name community)? If downtown follow-up with what made you decide downtown?
4. Question – What was positive about your start-up here in (name community)?
5. Question – What did you find challenging about starting your business here in (name community)?
6. Question – What forms of technical assistance did you use to help you get started?
7. Question – Did you use any place-based entrepreneurship programs, like an incubator, maker space, farmer's market, pop-up program, etc?
8. Question – If you could change one thing about the launch of your business, what would it be?
9. Question – What remains missing from the current entrepreneurship “landscape” here in (name community) that you could really use?
10. Question – What concerns you the most – “Keeps you up at night?”
11. The remaining time should be used to engage them in areas in which you feel were limited in mention relative to the 7 factors....thus for instance if culture wasn't talked about, you could ask.... How do you feel the community supports local entrepreneurs? OR if social capital, did you find there were either formal or informal groups or individuals that were helpful in mentoring or building relationships for your business?
12. Question – Is there anything you would like to add that you didn't have a chance to discuss?

FOCUS GROUP 2: SERVICE PROVIDER STAKEHOLDERS

1. Start with having each participating Technical Assistance Provider introduce themselves and give a brief description of their programs, what entrepreneurs they typically work with, etc.
2. Ask them as a group, how they view the current entrepreneurship ecosystem/landscape? Engage them in what is in essence a SWOT Analysis
 - a. What are the current strengths?
 - b. What are the current weaknesses?
 - c. Where do you see opportunities for new opportunities?
 - d. What are the consistent barriers or gaps?
3. Use the responses from above to cover areas within the 7 Factors left “untouched” by their responses. Eg. What are some of the important place-based assets that lend themselves to supporting entrepreneurs here in (name of community)?
4. Question - What do you feel are the key missing “ingredients” in making (name of community) a great place in which to launch a business?
5. Question - What sets (name of community) apart from others relative to starting and growing a business?
6. Question - Much of the time we only think about the launch and growth of a business. What if any are services geared toward helping business exit, transition, etc?
7. Question – Through Main Street (name of community) has access to various programs and forms of technical assistance to examine “place-based” entrepreneurship programming. Examples include developing pipeline programming like Pop-Ups or Night Markets, or real estate related analysis...like a shared kitchen feasibility analysis. From your own perspective what are the critical missing “place-based” entrepreneurship needs?
8. Question – Is there anything else you would like to add that we didn’t discuss?

INPUTS: 3. THE ECOSYSTEM AUDIT

1. The Audit provides an evaluation tool of 37 specific indicators that will help community leadership determine where they fall on a spectrum of support for local entrepreneurs and more importantly, where efforts can be made to strengthen that support.
2. The Audit is divided into seven factors (placed-based, government policy/regulations, financial capital, social capital, education and training, culture, and human capital/workforce).
3. For each of the 37 indicators, participants should rate on a color scale of Red (Low Performance), Yellow (Neutral Performance) or Green (High Performance)

FACTORS OF AN ENTREPRENEURIAL ECOSYSTEM



How is the Entrepreneurial Ecosystem Community Assessment Audit structured?

1. The Audit provides an evaluation tool of 37 specific indicators that will help community leadership determine where they fall on a spectrum of support for local entrepreneurs and more importantly, where efforts can be made to strengthen that support.
2. The Audit is divided into seven factors (financial capital, social capital, culture, human capital and workforce, education and training, government policy and regulatory, and placed-based factors).
3. For each of the 37 indicators, participants should rate on a color scale of Orange (Low Performance), Yellow (Neutral Performance) or Green (High Performance).
4. After you have completed the template, for those indicators that are in "orange" decide whether the solution is one that is best served locally, or on a regional level. For example, under Financial Capital you may be low performing in having a local crowdfunding program. Given your priorities, capacity, potential volume of activity, resources, and availability on a regional level, tag with an L or R, to suggest where this programming is best positioned.

ORGANIZATION NAME:

	Performance Level				
	Low	Neutral	High	L or R	Notes
FINANCIAL CAPITAL FACTORS					
Does your district offer incentives to drive targeted new entrepreneurial investments (e.g., Grants, Micro Loans, Contests, etc.)?	☐	☐	☒	☐	
Does your district operate a local crowdfunding program for real estate and/or small business investments?	☐	☐	☐	☐	
Does your district have a group of local angel investors formed or other non-family equity sources available for entrepreneurial investments?	☐	☐	☐	☐	
Does your local banking community offer SBA and any other federal small business development funding tools?	☐	☐	☐	☐	
SOCIAL CAPITAL FACTORS					
Are there district related clubs or networking activities for young professionals and entrepreneurs (i.e., the Kauffman Foundation's 1 Million Cups)?	☐	☐	☐	☐	
Is there an active SCORE Chapter and/or other mentor program operating in your district?	☐	☐	☐	☐	
Are current business owners supportive of entrepreneurs through relationshipbuilding, mentorship, referrals, etc.?	☐	☐	☐	☐	

TABLE EXERCISE HANDOUT – START YOUR AUDIT

- + Take 15 minutes with your group.
- + You won't have time to do the full thing but talk with your group over 1 or 2 of the "FACTORS".
- + Address the following in your discussion:
 - Are there any common pain points (low) or areas of strength (high)?
 - What are some possible remedies?
 - Are there some FACTORS you believe would need most attention in your community?
- + Please "elect" a scribe and plan to discuss when we return.

SEGMENT 3 – PUTTING INTO ACTION

ECOSYSTEM BUILDING AND THE MAIN STREET APPROACH

- + Projects and activities can be directly aligned with the organizational structure of the 4 Point Approach.
- + If you have a Transformation Strategy, even better
- + So, let's explore all four points, and possible ecosystem type support projects/activities.

POSITIONING DOWNTOWN – 4 POINT APPROACH - ORGANIZATION

- + Invite new and/or emerging entrepreneurs onto your board or committees
- + Develop downtown clubs or networking activities for young professionals and entrepreneurs
- + Create New Partnerships
 - SBDCs
 - Local Universities and Community Colleges
 - Tech Groups
 - Young Professional Groups
 - Media to Market New Ventures
 - Developers

POSITIONING DOWNTOWN - PROMOTIONS

- + Conduct events designed to promote, encourage and showcase entrepreneurship. Examples include pop-up retail and “Shark Tank” events
- + Run feature articles on new entrepreneurs locating to your district
- + Use of targeted entrepreneurship marketing materials that outline local ecosystem resources
- + Create a downtown blog
- + Run a social media contest for favorite, most innovative or quirkiest district entrepreneur

POSITIONING DOWNTOWN – DESIGN INFRASTRUCTURE

- + Enhance the local digital infrastructure, including cell, fiber and wi-fi networks
- + Be Willing to Drive Innovative Uses of Space Beyond Retail, such as Small Scale Manufacturing
- + Provide access to Transportation Alternatives
(Recreation Trails, Bike/Hike Paths; car share)
- + Create live/work spaces
- + Place a greater focus on downtown housing on second floors and as part of infill developments

POSITIONING DOWNTOWN – ECONOMIC VITALITY

- + Offer technical assistance workshops in support of small business development. Eg. Going Global; Succession Planning; Product Diversification
- + Evaluate Existing Businesses for Product Positioning – Value-added
- + Create Incentives to Drive Technology Business Investment
- + Create a Downtown Incubator, Accelerator, or Drop In Space
- + Recruit Third Spaces businesses
- + Encourage cultural or distinctive businesses or institutions
- + Leverage proximity to Entrepreneurship Hubs (eg. Saline, MI)
- + Develop small grants for business plan competitions

ALIGNING ENTREPRENEURIAL ECOSYSTEM WITH TRANSFORMATION STRATEGIES

Lexington, VA

- Small Scale Production Strategy
 - (Place) Created and building out a Maker Space
 - (Financial Capital) Working on a targeted incentive program.
 - (Govt/Regulatory) Ensured present building codes and zoning allow for manufacturing in downtown.



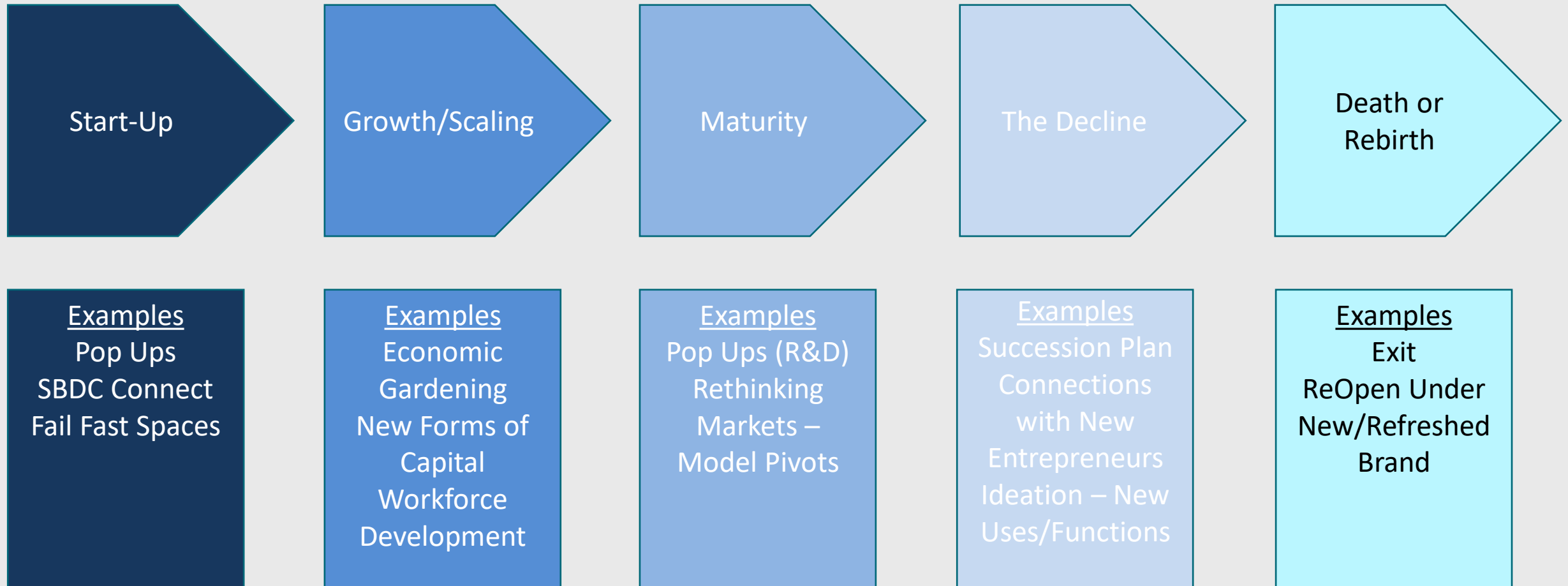
HOW IS THIS WORK INTEGRATED INTO THE 4 POINTS AND TRANSFORMATION STRATEGIES?

+ Note – Transformation Strategy here in Owosso:

+ ***Day Trippers***

- Eg. If you design a Pitch It Contest give additional “points” to those business ideas (Place - Economic Vitality)
- Create incentives to support the development of a brewery (Financial Capital – Economic Vitality)

SUPPORT BY STAGE OF BUSINESS LIFECYCLE



HOW TO IMPLEMENT: ALIGNING STAKEHOLDER ROLES

1. Just like in Main Street, there needs to be an organizational component to implementing a strong business support system.
2. The following exercise is intended to help you on that journey by examining your role in the ecosystem.
3. When you get home, talk with your partners about how they view themselves and address:
 1. Do you have gaps?
 2. Too much duplication?

ROLES IN ENTREPRENEUR SUPPORT SYSTEM



**MAIN STREET
AMERICA®**



K EWING MARION
KAUFFMAN
FOUNDATION

When filling out this form, each partner organization should select the option that best describes their organization's role in supporting entrepreneurs. Please note that Primary should only be reserved if the organization feels it can lead/own that particular area (eg. Social Capital).

Once completed, the host/convening organization should create a dashboard by combining the responses of each organization into one common document. This document will provide stakeholders with a comprehensive overview of the areas that have demonstrated coverage and those areas in which there may be voids. They will also gain a clear understanding of any Primary Lead gaps for particular segment(s) of the ecosystem.

ORGANIZATION NAME:

	Financial Capital	Social Capital	Culture	Human Capital and Workforce	Education and Training	Government Policy and Regulatory	Place-Based
PRIMARY Lead Partner, mission is aligned well with the segment. You are not responsible for creating all the programming in that segment, but responsible for driving the implementation through partnership and/or your own organization.	☐	☐	☐	☐	☐	☐	☐
SUPPORTER Sign on as a partner, perhaps via letter of support, board resolution, etc.	☐	☐	☐	☐	☐	☐	☐
CONVENER Bringing key stakeholders together to discuss a segment, driving toward group consensus and alignment, resolution, implementation.	☐	☐	☐	☐	☐	☐	☐
ADVOCATE Vocally supporting and dedicating organizational resources toward a cause, policy or program needing community support.	☐	☐	☐	☐	☐	☐	☐
PROVIDER Offering a particular service and/or program as part of your organization activities.	☐	☐	☐	☐	☐	☐	☐
CONNECTOR Dedicating resources and capacity toward servicing clients by directing them toward needed resources outside your organization.	☐	☐	☐	☐	☐	☐	☐
DEVELOPER Creating new and/or expanding on programming or services supporting clients. You may also be a provider of this service or offering to others to provide.	☐	☐	☐	☐	☐	☐	☐

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ORGANIZATIONAL MATRIX EXERCISE

- + Take 10 minutes with your group.
- + Discuss how do you see your role in supporting the system.
 - Are you a primary? What other roles might you play?
 - Who might be the other likely key stakeholders in your system?
 - Do you feel you might have gaps?

A photograph of a street lined with historic, multi-story brick buildings. The buildings have various architectural details like arched windows and decorative cornices. Some have murals on their lower levels. Cars are parked along the street. A large, dark, semi-transparent diagonal shape covers the right half of the image, serving as a background for the text.

Q&A
Thanks!

Matthew Wagner, Ph.D.
Chief Program Officer
mwagner@savingplaces.org



PROFESSIONAL DEVELOPMENT CALENDAR

Required Participation: 2 of these* per year

- **Texas Main Street Retreat.** (In-person, Seguin, Sept. 15-17, 2021)
 - *Annual training/network gathering for managers and board members - historically held in the summer; stay tuned for future dates.*
- **Texas Downtown Association Annual Conference** (In-person, Denton, Nov. 3-5, 2021)
 - *Hosted by our nonprofit partner, Texas Downtown Association. Revitalization-focused content PLUS annual Presidents Awards banquet.*
- **PAST FORWARD Conference** (Online, Nov. 2-5, 2021.) *Conference of the National Trust for Historic Preservation*
- **REAL PLACES Conference** (Feb. 2-4, 2022, Austin, in-person)
 - *Preservation-based conference of the Texas Historical Commission, the agency of which Texas Main Street is a part.*
- **Texas Main Street Four Points Training.** Required 1-day training for new program managers.
 - *Held in-person in the past; virtual series developed during the pandemic. Contact the TMSP for more information. Look in the [TMSP Online Resource Library](#) Main Street 101 folder (password txms1981)*
- **MAIN STREET NOW Conference** (Richmond, VA, May 16-18, 2022).
 - *National Conference of Main Street America*
- **Texas Downtown Association Summer Camp** (Summer, 2022)
 - <https://www.texasdowntown.org/downtown-summer-camp.html>
- **Courses and Certification Programs offered by the Main Street America Institute.**
<https://www.mainstreet.org/home>
- **OR Other training that falls within realm of downtown revitalization (economic development, retail strategies, historic preservation, fundraising, grant writing, etc.) and is of equivalent substance/length to those trainings listed above.*



About the Texas Treasure Business Award:

The Texas Treasures Business Award program is an initiative of the Community Heritage Division which seeks to recognize Texas businesses that have been a part of the community for at least 50 years. Since the program was created in 2005, we have honored over 500 businesses around the state, from well-known businesses like H.E.B. and Whataburger to small town institutions like Hermann Furniture, Collin Street Bakery, Martha's Miniatures, Harrel's Pharmacy, L & L Shoes, Bryce's Cafeteria, Masso's Department Store, and more. Between them, there's an awful lot of history!

Why Nominate a Texas Treasure Business?

- Small businesses are a vital part of a community's historic legacy. When they're forgotten, so are chapters of a town's story. This program can add to the public's understanding of historic preservation by honoring these local institutions and preserving their stories for generations to come.
- "Shop local" can be a kind of historic stewardship. By patronizing historic businesses, citizens are not only contributing to the economic health of their community but are also actively taking part in their community's commercial history. Hopefully, this leads to a greater appreciation for historic preservation.
- Increase traffic to your town's businesses and raise the profile of your community as a historic destination through participation in THC-coordinated statewide promotion of TTBA awardees.

Application Materials: (applications accepted anytime)

1. Nomination Form
2. Narrative History (1-2 pages) that traces the founding and ownership of the business, its role in the community, and changes that it has undergone over the course of its history.
3. Supporting Documentation that verifies the business' founding date. Visit our website for examples of archival records that we accept as proof.

Who Can Nominate a Business?

Anyone! A business can even nominate itself. However, we've found that businesses nominated by one of our THC partners usually have more complete, thoroughly researched applications. So, as part of refreshed program strategy, we hope to build more front-end support into our nomination procedure by actively engaging our Main Street Managers, County Historical Commissions, and Texas Heritage Trail Regions in the recruitment of eligible businesses and assistance with their applications when possible. After all, you know your community best!

Tips for Generating More TTBA Activity in Your Community:

- Form a local TTBA sub-committee to help manage your nominations and outreach.
- Hold a group meeting with eligible businesses to share more information about the process and offer your support. If there are TTBA businesses in your community already, invite them to share their experience and the impact the award has had.
- It may be difficult to identify businesses that you don't frequent, so try organizing your search by dividing your town into different geographic areas, which might help you discover businesses outside of your main business district. Work with your Convention and Visitors Bureaus and Chambers of Commerce for ideas or reach out to local newspapers or media outlets for help soliciting input from the community.
- Prioritize businesses that could draw visitation from outside your community. Tourists may not visit a historic law office or funeral home, but they might want to stop at a local historic bakery.
- Use social media to engage the community in your TTBA process. If the business has been around for fifty years, then there are probably a lot of folks who have memories associated with the business. Sharing these memories makes for great engagement on your social media platforms!
- Activate your community's desire to participate in a cause by rallying support around these businesses as a vital part of your community's historic legacy. Make their connection to the business more personal by sharing the owner's story.



TTBA Awardee Army Surplus Supply Co. located in Harlingen.

Looking Ahead:

We've been busy the last several months developing a new strategy to reinvigorate the TTBA program around the state. This strategy includes a streamlined application process, additional support resources, better outreach to our THC partners, increased promotion of awardees, and more thoughtful communications campaigns that tell the extraordinary stories of these legendary businesses.

Keep an eye out on the listserv in October and November for more information about these exciting program updates. We can't wait to work with you to help make the Texas Treasure Business Award Program bigger and better than ever!



2021 Quarterly Local Program Activity Report

Submit with each quarter's Reinvestment Report

PROGRAM NAME:

THIS REPORT COVERS:

- ☐ QUARTER 1 (covering January-March, **due April 10th**)
- ☐ QUARTER 2 (covering April-June, **due July 10th**)
- ☐ QUARTER 3 (covering July-September, **due October 10th**)

(Your QUARTER 4 Activity will be part of the annual report/ Community Accreditation Standards that will be due in December.)

APPROACH: This Activity Report aligns with the Performance Standards upon which Main Street communities nationwide will assess themselves at the end of each year. That assessment is a *central component* of determining National Accreditation. Using this activity template, local programs should briefly summarize activity as they relate to the six standards, which outline general guidelines for performance:

- 1. Broad-based Community Commitment*
- 2. Leadership & Organizational Capacity*
- 3. Diverse and Sustainable Funding*
- 4. Strategy-Driven Programming (Community Transformation Strategies)*
- 5. Preservation-Based Economic Development*
- 6. Demonstrated Impact & Result*

REMINDERS:

- 1) Completion of these quarterly activity reports, and the annual report, should be **a joint effort of both staff and board.**
- 2) Please do not simply list activities or meetings; instead, your activities and reporting **should reflect the six Accreditation Standards** AND demonstrate how your activities propel your community forwards within the framework of your adopted **Transformation Strategies.**
- 3) Regardless of your program structure (i.e. traditional committees, task forces etc.) evidence that your program adheres to the **Main Street Four Point Approach™** should be evident, as the Four Point Approach remains the foundation of our work and the success of the Main Street movement.

TRANSFORMATION STRATEGIES:

The Main Street Approach is centered around Transformation Strategies. A Transformation Strategy articulates a focused, deliberate path to revitalizing or strengthening a downtown's economy. Communities typically adopt 1 to 3 (maximum) transformation strategies. In general, each strategy should be relevant for at least 3 years.

We have adopted and articulated our Main Street Transformation Strategy or strategies ☐ Yes ☐ No
Please list your strategy(ies) – up to 3:

Please provide a brief description of activity below. Add summaries, images, sample media coverage etc. on an extra page(s) to further describe activities if needed (not required).

ECONOMIC VITALITY

Focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses, catalyze property development, and create a supportive environment for entrepreneurs and innovators that drive local economies

DESIGN

Please provide images/descriptions on separate pages for any physical improvements completed during the quarter (before/after). The data should also appear in your reinvestment reports.

Supports a community's transformation by enhancing the physical and visual assets that set the commercial district apart.

PROMOTION

Positions the downtown or commercial district as the center of the community and hub of economic activity, while creating a positive image that showcases a community's unique characteristics.

ORGANIZATION

Creates a strong foundation for a sustainable revitalization effort, including cultivating partnerships, community involvement, and resources for the district.

Submit to: mainstreet-reports@thc.texas.gov

Thank you!

DESIGN ASSISTANCE FORM

The Texas Main Street Program provides design assistance to official Main Street communities. Rooted in historic preservation, a range of services are offered to individual property / business owners and Main Street Managers within the designated Main Street District as part of a community's program

applicant information:

Applicant's Name: _____

Main Street City: _____

Main Street Manager: _____

Phone: _____

Email: _____

services available

(check all boxes that apply)

☐ Preservation Consultation

Discuss project assessing historical character and current physical condition of the building prior to any design decisions.

☐ Building/Property Design Recommendations

Provide conceptual design recommendations, which may include sketches, renderings, material information, precedent projects, etc.

☐ Public Space Design Recommendations

Address accessibility and provide conceptual design recommendations for public space such as pocket parks, streetscapes, and parking areas.

☐ Programming + Design Planning

Assess interior and exterior spaces for best use and future potential including individual buildings and limited downtown areas.

☐ Signage

Provide recommendations on signage type, placement, and size in relationship to building façade utilizing business branding provided.

☐ Other

Describe the design problem in the scope of work section and Staff will determine how best to assist.

☐ Education Consultation

Design Staff can provide (virtual and in-person) education sessions for specific community needs.

scope of work:

Request for assistance initiated by:

☐ Business Tenant ☐ Property Owner ☐ Local Main Street ☐ Other: _____

building information:

Property Name: _____

Property Address: _____ Name of Business: _____

Date of Original Construction: _____ Square Footage of Building: _____

Dates of Significant Additions/Alterations: _____

Current Building Use: _____

Proposed Building Use: _____

Building Designation:

☐ Local Historic ☐ Recorded Texas Historic Landmark
☐ State Antiquities Landmark ☐ National Register of Historic Places:
☐ Individual ☐ Contributing to a District

Photos Attached: ☐ Historic ☐ Current

budget + schedule:

Approximate Budget/Phased Budget: _____

Applying for Tax Credits: ☐ Yes ☐ No Is funding available for this project? ☐ Yes ☐ No

Funding Source + Amount: _____

Construction Start Date: _____ Deadline for Assistance: _____

(Depending on the number of requests, response times will be between 2 weeks and 3 months.)

If Owner has hired an Architect, Engineer or Contractor, please identify: _____

work plan:

Does this request relate to a project on your Main Street Organization's annual work plan?

☐ Yes ☐ No

signatures:

Property Owner

Business Owner (if applicable)

Historic Preservation Officer(if applicable)

how to photograph a building

The design team is passionate about providing Texas Main Street cities with high quality images and ideas on how to revitalize historic buildings and downtown. They can work a lot of magic in Photoshop, but none of that magic can happen without a good photograph to start with. **The Design Team relies on you, the Main Street manager, to provide quality photos, so they can provide quality assistance.** This guide will help you do just that.

equipment:

There is no need for a fancy camera. Your iPhone or other smart device will work to photograph a building.

resolution:

Today, most phones and cameras take decent quality photos when it comes to resolution. There is no need to change the presets before photographing. When a photo is emailed from a device, **always send in the actual size, so that the photo is large enough for the Design Team to work with.**

time of day:

The biggest factor that determines whether your photo will be good or not is the time of day. Too much shadow or too much glare can make a photo difficult to work with. The best time to take photos in a downtown situation is typically during the middle of the day, when the sun is high in the sky and there are minimal shadows. Look at the images below. In photo A on the left, you can see the beautiful blue sky, but the building is dark and the details are muddy. In photo B on the right, the sky is washed out, but the building details are crisp. Send in photo B on the right side. Design Staff can add a blue sky, **but the building features must be clear to start with.**



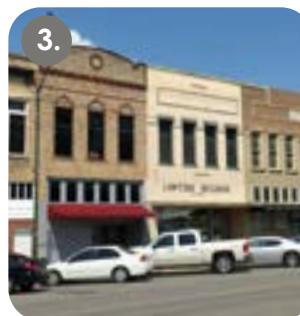
Bad



Good

angle:

The most important picture to send Design Staff is an overall photograph showing the entire building. If the building has more than one side visible, try to capture the photo at the corner, so that both sides can be seen as shown in the Photo #1. Straight on pictures of the front facade also work well (#2). For multiple buildings, take the photo at an angle (#3). If the building is too large, take multiple pictures of the facade (#4a & #4b). Make sure to stay the same distance away from the building and move laterally to take pictures like the example below. Staff can easily make this one picture in Photoshop.



building visibility:

It's ok for cars or trees to block a small portion of the building. These elements make the picture automatically look more alive. However, make sure objects are not obscuring large portions of the building. For example, in photo #3, a few cars on the street blocks the lower portion of the streetscape, but a majority of the buildings can be seen. In photo #5, half of the building is blocked with a dumpster. Boards are also covering portions of the building. It's extremely difficult to recreate what is hidden and determine if historic elements are in place.



details:

Detail photographs are not always necessary, but they can be useful when you are trying to point out problem areas or architectural features. Detail shots help us understand what maintenance information we need to include in the design report. See Image #6 for examples. The more detail shots you include, the more we know about a building.

Texas Downtown Conference - Denton

The annual Texas Downtown Conference is the only statewide conference dedicated to downtown. The 250+ attendees represent cities of all sizes, downtown and Main Street programs, economic development professionals, chambers of commerce staff, nonprofit leaders, small business owners, and entrepreneur consultants. The event features general and breakout sessions, mobile tours, events, and networking.

Many of the sessions seemed to circle around promoting the arts (viz, performing, culinary, heritage, etc.) in downtowns. I will have a more detailed run down of the sessions in December.

Main Street Advisory Board

November 17, 2021

Agenda Item Cover Sheet - Regular Agenda 2-a

Rental Assistance Grant #1:

Hayley Blundell – Hayley's Grains – 120 W. 4th St; Ste G

Staff Report
Rental Assistance Grant Request from Hayley Blundell – Hayley’s Grains

1. The applicant is a new business owner in downtown Taylor. Hayley’s Grains is a corner market offering household and pantry necessities. She began selling her grains and beans at the Taylor Farmers Market in May 2021 before her storefront opened in August. The property is in the Titsworth Building which is a part of the McCrory-Timmerman mixed-use complex owned by Judy Blundell and Mark Nibbelink.
2. Ms. Blundell submitted her RA Grant packet via email on October 27, 2021.

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. Blundell’s monthly rent is \$668.75. She would be eligible to receive a maximum reimbursement of 50% of that rental amount or \$334.38 at the outset of the grant program.

Month	100% Rent	Reimburse	Percent	FY
1 (Dec)	\$668.75	\$334.38	50.00%	21-22
2 (Jan)		\$334.38	50.00%	21-22
3 (Feb)		\$334.38	50.00%	21-22
4 (Mar)		\$334.38	50.00%	21-22
5 (Apr)		\$334.38	50.00%	21-22
6 (May)		\$334.38	50.00%	21-22

7 (June)	\$295.92	44.25%	21-22
8 (July)	\$261.88	39.16%	21-22
9 (Aug)	\$231.79	34.66%	21-22
10 (Sept)	\$205.11	30.67%	21-22
11 (Oct)	\$181.50	27.14%	22-23
12 (Nov)	\$160.57	24.01%	22-23

\$8,025.00

\$3343.05

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.

The only ongoing RA Grant is for Dee Reyes at Dee's Florist & Gifts. Her grant will draw down the available funds by \$3,958.54. This will leave an unencumbered balance of \$10,641.46 for the remainder of the fiscal year.

At the last meeting, the Board voted to cancel the Rental Assistance Grant Program in favor of putting those funds into the Façade Improvement Grant and Signage Grant programs. However, staff was encouraged to place this request on the November agenda for the Board's consideration due to its timing.

If Ms. Blundell's RA Grant request is approved at the requested level, rental assistance would begin on December 1st. The assistance pulled from the current fiscal year (10 monthly payments) would total \$3,000.98 and would require that funds be maintained in the FY 22-23 budget under the RA Grant program to cover the remaining \$342.07 of her grant award.

$\$10,641.46 - \$3,000.98 = \$7,640.48$ remaining funds in the RA Grant line item for FY 21-22.



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. All assistance is based on City Council approval of the annual fiscal year budget. All assistance is available throughout the year on a first come, first serve basis until total funds are depleted and at that time no more applications will be accepted.

APPLICANT

Name of Applicant:

Hayley Blondell.

Location of Business:

120 W. 2nd St, Suite G, Taylor, TX 76574

Description of Business:

Specialty grocery store selling plastic free house hold items, dried goods by weight, local produce.

Phone: (512) 269-9947.

Mobile: (512) 269-9947.

Fax Number: N/A

Email of Applicant:

hayleysgrains@gmail.com

Permanent Mailing Address of Applicant:

9851 fm 619 Street or PO Box

City Taylor

Zip 76574

Federal Tax ID Number: 627 90 2778

Applicant's Business Background:

New business owner

cv attached in Business Plan

Applicants are required to submit the following:

- (1) a completed application form, ✓
- (2) a copy of an executed lease between the Applicant and the property owner,
- (3) a business plan and ✓
- (4) a proposed budget, ✓
- (5) a detailed revenue budget, ✓
- (6) a record of financial resources available to your business, ✓ and
- (6) a marketing plan. ✓

Complete application packets must be submitted to the Main Street Manager, by the end of the month to be considered at the Main Street Board meeting held the 3rd Wednesday of the following month.

Grant assistance applied for: Hayley's Grains Number of Months 12

LEASE INFORMATION

Location of Leased Space:

120 W. 2nd street, Suite G, Taylor TX 76574

Lease Start Date: Aug, 21 Lease Expiration Date:
Aug '23

Monthly Rent: 668.75 Utilities Included in Rent (Y/N): N

Square Feet Leased:

450

PROPERTY OWNER INFORMATION

Name of Property Owner: Mark Nibbelink

Address of Property Owner: P.O. Box 50014

Mailing Address (if different) : _____

City: Austin State: TX Zip Code: 78763

Telephone Number: (512) 417-3904 Mobile Number: _____

Fax Number: _____ Email Address: ~~mark.nibbelink~~
mark.nibbelink@envers.com

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

If yes, explain:

Mark is my mom's, Judy Blonckell, partner.

TERMINATION OF RENTAL ASSISTANCE – Rental Assistance will be terminated if approved applicant has not paid all City fees.

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.

Signature



Date

10/25/21.

Address questions to Jan Harris, Main Street Manager. Her office is in City Hall.
Contact information: Phone - 512-352-3463; Email – jan.harris@taylortx.gov

For Internal Purposes:

Applicant #: _____ Approved on: _____ Declined
on: _____

Hayley's Grains

“We don’t need a handful of people doing zero-waste perfectly, we need millions of people doing zero-waste imperfectly” - Anne Marie Bonneau.

I. Executive Summary:

Hayley’s Grains is a specialty grocery store that is located in the Titsworth Building at 120 W. 2nd St, in downtown Taylor, TX. The aim of this business plan is to obtain Rental Assistance for the first year of operation through Taylor’s Main Street Program.

The business operates as a sole proprietorship, therefore sole liability lies with Hayley Blundell. Hayley has contributed \$10,000 towards this business venture to cover startup costs such as the outfitting of the store, the initial inventory purchases, licensing, permitting and insurance costs.

The Rental Assistance financing, in addition to the capital contributions from the owner, will allow the store to substantially grow and maintain operations throughout its first year of operation. The store has been designed and stocked in a way that intends to provide an atmosphere and product that will inspire continued use. A successful first year of operations will provide the store with return patronage that will allow it to be self-sufficient in year two.

The stores’ unique mission and retail techniques provide it with a competitive edge that is currently unmatched in the surrounding area.

Objectives:

As the sole specialty grocery store in the local area, Hayley’s Grains is committed to providing quality products in a cost-effective manner, enabling customers to conveniently make purchases that are both healthy for them and the environment. The initial minimum objectives are:

- A clean environment in which to shop
- A safe place to shop
- Great, friendly service
- The shop will be involved in the community
- Provide an ethical shopping experience for a good value
- The store will have a minimum weekly retail sales target of \$500 covering approximately \$275 of weekly inventory purchases at the wholesale level.

Mission

The fundamental philosophy for Hayley’s Grains is the concern for both people and the environment. Hayley’s Grains hopes to empower its customers to take “Sustainable Steps to a Healthy Plate”, by offering items that are both healthy for us and the environment

Hayley believes that she has a responsibility to provide healthy and environmentally friendly options to her customers while offering a customer service experience that inspires return patronage. Through transparency and humility, she will do everything possible to provide outstanding service in all aspects of Hayley’s Grains.

Hayley’s passion for good food and the environment gives Hayley’s Grains the drive to be a good corporate citizen. This is and will continue to be demonstrated through maintaining the property in first-class condition ensuring the appearance of the store as attractive as possible. Additionally, she will continue to contribute to the local community and economy by supporting local vendors through stocking their products and engaging with the community at markets and events.

She is committed to bringing Taylor the best all-around shopping experience.

Company Ownership:

Hayley's Grains is a sole proprietorship owned by Hayley Blundell.

Location:

The store is located at 120 W. 2nd Street, Suite G, Taylor, TX.

This site is the ideal location due to 4 factors:

- High levels of foot traffic due to other businesses on the block, as well as Louie Mueller's BBQ bringing in tourist buses each week during the summer.
- It lies at the heart of historic downtown Taylor that is currently undergoing a renaissance with several buildings that have recently, or will soon be, restored. Additionally, the store is located on the outskirts of a growing residential neighbourhood between 2nd and 7th street that is undergoing many house restorations and growth.
- The building that the store is in is a part of the McCrory Timmerman Project which houses other local small businesses, lofts, coffee shops and restaurants. The store is especially convenient to those who live in the loft spaces.
- Lastly, the store is situated adjacent to the main artery roads of Taylor, Highway 79 and Highway 95, and with a large mural on the outside of the shop, it is easily visible to anyone driving in and out of Taylor.

Hours of Operation:

The store is currently open 5 days a week. Eventually, this will expand to 7 days a week to meet demand:

Current schedule

Monday: 10-5

Tuesday: 10-5

Wednesday: 10-7:30

Thursday: CLOSED

Friday: CLOSED

Saturday: 10-5

Sunday: 10-4

Cheques, cash and all major credit cards are accepted. Paperwork to accept SNAP & other benefits have been submitted and waiting for approval.

Products:

The store is designed to be an "ethical corner store" selling household and pantry necessities.

For Groceries it offers:

- Organic and Sustainably-Farmed dry goods sold by weight. This includes grains, legumes, seeds, and nuts.
- Herbs and spices sold by weight.
- Local produce from farms in the area. These items will change weekly based on what's available and what's in season. An example of this is TrueHarvest - a hydroponic farm based in Belton, TX that grows different varieties of lettuce, and Olson Family Farm - a sustainable farm-based in Elgin.
- Standard condiments and jarred goods all in glass bottles such as Ketchup, mustard, mayonnaise, etc.
- Local milk in glass bottles from Volleman's Dairy in Gustine, TX.

For Household items and toiletries:

- Zero-waste items such as bamboo Toilet Paper and bamboo toothbrushes.
- Hard soap bars that include shampoo and conditioner bars, shaving bars, and standard varieties as well as a refill station for all liquid soaps such as dish soap, laundry soap, and hand soap. All soaps are from companies that use zero phthalates, parabens, and don't use artificial fragrances in any of their products making them human and pet safe.

- Additional refill options include cleaning products such as Mabel Clean's natural All-Purpose cleaner which is certified anti-bacterial and, like the soaps, is free from any harsh chemicals or toxins.

Additionally, Hayley works hard to partner with local entrepreneurs and makers. An example of this is Terre Noire, a local apothecary, who has based her products out of Hayley's Grains offering Herbal Tinctures, Body Salves and Teas. As Hayley's Grains grows other local businesses in Taylor will benefit and grow too.

II. Market Analysis:

Currently, there are no other stores in Taylor that offer what Hayley's Grains sells. The only other grocery store, HEB, currently offers a limited selection of organic items and does not offer a bulk section for people to use their own containers to reduce waste.

Since May, Hayley has been selling organic grains by weight at the Taylor Farmers Market every Saturday. This has allowed her to assess demand for her products. As shown in appendix 1, an average of over 20 people stop by to ask questions, buy grains, or discuss their concerns about the environment¹. Overall the reception has been extremely positive and, as noted in Appendix 1 and Appendix 2, sales continue to move in an upward trend in both the store and at the Farmers Market as more and more people learn about the products.

Over the last 10 years there has been a large increase in people migrating from larger cities such as New York, Los Angeles, and Chicago to Austin, TX. Research from the Census Bureau shows that over the last 10 years, Austin has experienced 22% population growth, and the Austin government predicts another decade of growth to come. This increase in population is resulting in people moving out to 'satellite towns', such as Taylor, to find affordable housing and short commutes into the city. Articles such as "[Austin Relocation Guide](#)" recommend Taylor as an ideal place to commute from due to Austin's current costly housing market. This migration to smaller towns has already been felt in Taylor as it has experienced a 14% growth in the last decade and with potentially large contacts being signed between Taylor and Samsung, that growth is only going to continue. A growing population results in growing demands for diverse shopping experiences. Hayley has seen this growth and demand first hand; she has yet to have a day at the Farmers Market where she hasn't spoken with people who "have just moved to Taylor".

Additionally, Hayley is confident that Hayley's Grains will continue to exceed targets and grow due to a national increased demand for organic and eco-friendly shopping options, and Taylor's changing demographics. This is demonstrated in numerous studies and articles that show how millennials are driving the growth for sustainable and organic products.² The United States Department of Agriculture (USDA) states "Consumer demand for organically produced goods continues to show double-digit growth" ([USDA](#)). As their study goes on to state "Consumers prefer organically produced food because of their concerns regarding health, the environment, and animal welfare...Organic products have shifted from being a lifestyle choice for a small share of consumers to being consumed at least occasionally by a majority of Americans".

Now, more than ever, with climate change and the obesity epidemic in America, stores like Hayley's Grains are vital. Even within our local community, environmental practices are lacking. Currently, Taylor's recycling program is limited to individuals, not businesses, and there is no composting program. Hayley looks forward to spearheading the social movement within our town to create a community that is more environmentally and health conscious!

Hayley's Grains offers one small step for people to take to begin dissolving their reliance on plastic and moving towards a more sustainable future.

Marketing and Sales:

¹ See appendix 1

² [Bizjournal](#)
[Enviral](#)
[Forbes](#)

Currently Hayley's Grains Marketing strategy is 3 fold:

1. Community-based - engaging with local markets; supporting and joining in with local events such as being a sponsor for PRIDE, Texas Beer Company's Second Saturday Events, and opening especially for evening shopping on Third Thursdays; as well as staying involved with local discussions on the town's economic growth and future.
2. Social Media - Through Instagram and Facebook Hayley's Grains has reached almost 13,000 people within the local area. Using the promotional tools on these platforms allows her to target advertisements to other social media users within the area who have shown interest in organic and environmentally friendly products.
3. Placement - as noted in the Location section, the location has and will continue to increase store visits due to the number of passers-by and growth development of the local neighborhood. Additionally, the mural painted by local artist Adam Davenport has become a photo opportunity for town visitors and is increasingly becoming a focal point alongside the art in Potters alley - drawing people into Taylor for photoshoots and site-seeing.

III. Company Description

Hayley's Grains offers people the option to learn about and understand why it is important to eat healthy food and reduce our society's reliance on plastic. As demonstrated by the name, the idea for Hayley's Grains started with selling high quality, organic grains by weight. This eliminates the use of plastic as customers can either use provided paper bags or bring their own containers to refill. The store's inventory has slowly increased to include plastic-free household items, natural pantry items, local milk in glass bottles, and local produce that has all been sustainably grown.

The store currently targets families, young families, and older generations - there is no age limit for people who are interested in reducing their carbon footprint. There are no harsh toxins or chemicals in any of the products, making them particularly popular among young families with small children. Additionally, by selling the majority of items by weight, people are able to buy exactly what they need to feed themselves whether they're just buying for themselves or a large family waiting at home.

As the store intends to accept the Supplemental Nutrition Assistance Program (SNAP) there is no specific socio-economic group that it will be catering for. The goal is for *everyone* to benefit from Hayley's Grains products.

At the moment, the only option for grocery shopping in Taylor is at the local HEB or Walmart Super Centre. Both of these establishments offer limited organic, non-GMO items, and there are currently no bulk sections in either. Hayley's Grains fills the gap by offering both organic and non-packaged items to its customers. It is not designed to compete with HEB or Walmart, rather offer additional options for those who are interested in making healthier and more eco-friendly choices.

Lastly, Hayley's Grains offers a safe space for people to come in and ask questions about why organic food matters, why we should be reducing plastic, and how to cook different items that they may never have come across before. It will **NEVER** be a pretentious place that only caters to a select few. **ALL** families in Taylor should be able to access healthy, high-quality food.

IV. Organisation and Management

Hayley's Grains is a sole proprietorship owned and operated by myself, Hayley Blundell. Currently, I am the single employee until the business needs and can sustain additional employees to run efficiently. I have attached my CV in Appendix 3 which outlines my past experiences and highlights the varied skill set that I believe will be vital to the successful operation of my business.

Service and Product Line:

Hayley's Grains is designed to be an "Ethical corner store", conveniently located to draw people in who need to pick up groceries for their evening or basic household items such as cleaner, toilet paper, toothbrushes, etc. The difference between a standard grocery store or corner store is that at Hayley's Grains everything is healthy for both the consumer and the environment.

Should the pandemic continue and people begin to feel less comfortable leaving their homes, Hayley's Grains offers a curbside pick up so that customers can order and pay for their shopping online and then collect it from the safety of their car. In specific cases, home delivery would be available if necessary.

V. Funding Request

I am applying for the Rental Assistance Program to help me turn Hayley's Grains into a self-sustaining cornerstone of downtown Taylor. The rent is currently set at \$668.75 a month, including triple Net (which includes cleaning of common spaces, exterior cleaning, and air conditioning). The funding will allow the store to increase inventory while growing its customer base so that the store can better meet clientele demand. At the end of this first year, I hope to have developed an inventory that allows people to complete the majority of their shopping at Hayley's Grains.

I have been attending the Farmers Market since May 8th, and my store officially opened at the end of August. Each Saturday at the market I make an average of \$98.15. Now that the store is open I attend the market in the morning and then open the store for a couple of hours in the afternoon increasing my average Saturday sales. The store is open during the week and is closed on Thursdays and Fridays (however, it is open in the evening on Third Thursdays). Using August and September as a baseline I have calculated my markup percentages to be:

Grains: 35.75%

Plastic Free household items: 54.32%

Produce: 18.54%

With an average markup of 36.2% across all inventory. Therefore, approximately 64% of my revenue currently goes towards restocking items sold, leaving me with 36% of my monthly income to cover: Rent, Bills, Insurance, and new inventory purchases. As I opened the store and started to increase my inventory, I am now starting to hit my average weekly income target of 500 (as of October 10th, shown in appendix 2).

As October is still in progress, I will use my numbers from September to best reflect the following calculations which will outline my monthly expenses and costs to demonstrate how the rental funding would be beneficial.

For September, my actual monthly income was 1,510.45.

- ☐ 64% of that covers the Cost of Goods (COGs)= \$966.69.
- ☐ The landlord has generously withheld rent until my 3rd month as a tenant - thus beginning November 1st.
- ☐ \$60 to cover my monthly market fees
- ☐ approximately another \$170 to cover bills and insurance (electricity, water, wifi, insurance).
- ☐ 3.75% going to wastage - i.e \$56.06 of my COGs was not returned due to lack of purchases.

Leaving me with \$257.16 to cover; one-off costs (such as extra shelves for the store and permit costs), 10% capital loan repayment, and purchase new inventory. As shown in Appendix 2, for September, I was in the red by \$432.88. As shown in the projections found in Appendix 2, were I to pay the full rental amount I would not be predicted to be in the green by the end of the year but instead by April 2022.

As outlined above, without the aid from the Rental Assistance Program my ability to grow and increase stock is drastically impacted. Appendix 2 shows that with the help of the Rental Assistance Program I will be in the green much sooner. With a larger profit, I will be able to purchase more new stock, which in turn will increase my monthly income.

VI. Financial Projections:

Appendix 2 outlines my financial projections for the next year. Please note that there are two scenarios outlined - one with the Rental Assistance and one without.

As I have been open for the last couple of months - all numbers in August and September are based on actual numbers and are then used as the baseline for the remainder of the year.

Amounts explained:

Monthly income: Between August and September, I experienced a 21% growth in my monthly income. So far for October, I am on track to experience a similar amount of growth. This is largely due to the fast expansion of inventory after first opening. As my monthly income goal for the end of the 1st year is \$5,000, I have used a trendline to determine monthly growth throughout the remainder of the year - as a 21% increase, each month is unrealistic. Therefore, I have predicted that my growth will taper each month by 1.8% from the initial amount of 21% to a conservative average of 7%.

As explained in my funding request section my average **COGs** is 64%.

Bills include the costs of water and electricity both of which are not covered by my rent. As I am still newly opened, I have not received a water or electricity bill however, these numbers are based on averages of other tenants in the building.

Market Fees I paid an upfront cost for attending the farmers market for the year 2021. I will not be able to host a stall at the Farmers Market for 2022 due to my store being open - therefore these payments drop to \$0 starting January 2022.

Rent As mentioned, I am not expected to pay rent until Nov. 1st, and the numbers in these predictions are based on the assumption of receiving the Rental Assistant funding request.

Insurance, this is the monthly premium I am currently paying for SCOTTSDALE INSURANCE COMPANY business insurance through Farmers Insurance here in Taylor. This covers me up to \$2,000,000 for General Liability.

Wastage, now that I have started to stock inventory that has shorter shelf lives - such as Volleman's Milk and local produce, there is an associated cost of wastage. For September, my Wastage cost accounted for 3.75% of my income, meaning that approximately \$56 from the COGs was not returned. There was an incident that accounted for a large proportion of the wastage experienced in September, I hope to decrease this number drastically moving forward.

Capital Loan Repayment, currently I am trying to pay 10% of my monthly income towards the capital Loan I injected into the business to cover start-up costs (\$10,000). As my monthly income increases, this percentage may slightly increase, but for the sake of this projection, I am capping it at 10%.

Employee costs, currently there are no employees for Hayley's Grains - just me. I hope by May to be able to hire one staff member on a part-time basis to cover the store a couple of days a week. The predicted cost is based on the current minimum wage and does not include on-boarding costs or tax.

One off-costs, can not be predicted, but now that the store is functioning, these will become few and far between and will likely be to cover permit renewals in the new year and furniture for the store as my inventory increases.

Profit, as shown, I hope to be consistently in the green within the next couple of months. Profit will go towards covering the costs of new inventory so that the store can continue to grow.

These projections are conservative, and I hope to meet my goal of \$5,000 a month much sooner however, with the pandemic still in full swing it is better to base my projections and goals on conservative amounts so that I can continue to operate regardless of what comes my way.

I truly believe that Hayley's Grains offers something unique to the local community, and judging from initial response and excitement to my store opening, I am confident that an investment in my store by the Main Street Program will not disappoint.

Thank you for taking the time to read through my business plan and Rental Assistance Application. If you require further information or explanations please don't hesitate to contact me at:

Office Address: 112 W. 2nd Street, Suite 201, Taylor, TX, 76574

Store Address: 120 W. 2nd Street, Suite G, Taylor, TX, 76574

Email: hayleysgrains@gmail.com

Phone: (512).269.9947

Many thanks,

Hayley Blundell

Appendix 1

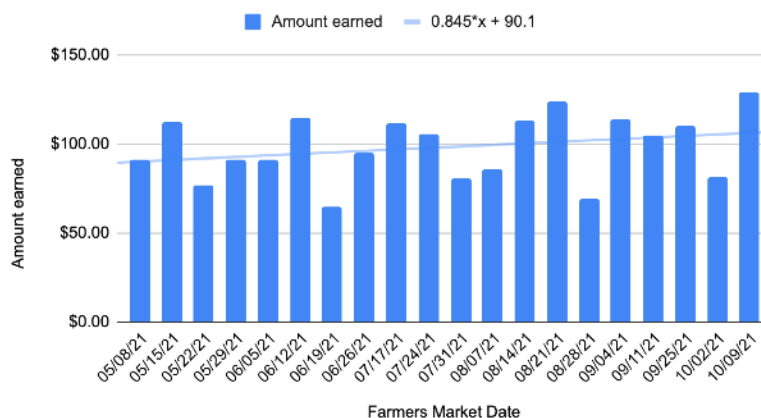
*All numbers rounded to whole numbers

Farmers Market (FM) weekly income

<u>Farmers Market Date</u>	<u># of stops</u>	<u># of sales</u>	<u>Amount earned</u>
05/08/21	20	16	\$91
05/15/21	25	21	\$112
05/22/21	17	15	\$76
05/29/21	20	16	\$91
06/05/21	21	19	\$91
06/12/21	27	21	\$115
06/19/21	16	14	\$65
06/26/21	20	19	\$95
07/03/21 - Away			
07/10/21 - Away			
07/17/21	28	23	\$111
07/24/21	21	20	\$106
07/31/21	12	8	\$81
08/07/21	17	15	\$86
08/14/21	17	16	\$113
08/21/21	19	15	\$124
08/28/21	13	11	\$69
09/04/21	25	23	\$114
09/11/21	20	19	\$105
08/18/21 - unable to attend market due to MamaJama using the Pavilion			
09/25/21	22	14	\$110
10/02/21	20	15	\$81
10/09/21	21	18	\$129
Average	21	17	\$98

FM Weekly income graph + trendline

Amount earned vs. Farmers Market Date



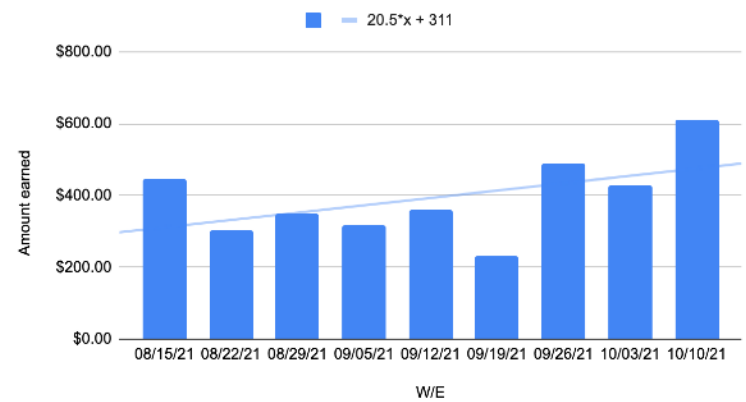
Appendix 2

Weekly income - Store and FM

W/E	# of sales	Amount earned	Monthly Average
08/15/21	34	\$446	\$366
08/22/21	30	\$303	
08/29/21	38	\$351	
09/05/21	44	\$318	\$350
09/12/21	40	\$361	
09/19/21	29	\$232	
09/26/21	41	\$489	
10/03/21	45	\$427	\$519
10/10/21	55	\$612	

Weekly income - graph + Trendline

Amount earned vs. W/E



1st year projections- with Rental Assistance

	Aug '21	Sept '21	Oct '21	Nov '21	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22	June '22	July '22	Aug '22	Sept '22	Oct '22
Monthly income	\$1,197	\$1,510	\$1,828	\$2,179	\$2,558	\$2,957	\$3,365	\$3,768	\$4,153	\$4,502	\$4,799	\$5,115	\$5,453	\$5,813	\$6,197
Cost of Goods	\$766	\$967	\$1,170	\$1,394	\$1,637	\$1,892	\$2,153	\$2,412	\$2,658	\$2,881	\$3,071	\$3,274	\$3,490	\$3,720	\$3,966
Bills	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
market fees	\$60	\$60	\$60	\$60	\$60	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rent	\$0	\$0	\$0	\$334	\$334	\$334	\$334	\$334	\$334	\$373	\$407	\$437	\$464	\$487	\$508
Insurance	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70
Wastage		\$57	\$69	\$82	\$96	\$111	\$126	\$141	\$156	\$169	\$180	\$192	\$204	\$218	\$232
Capital Loan repay	\$0	\$151	\$183	\$218	\$256	\$296	\$336	\$377	\$415	\$450	\$480	\$512	\$545	\$581	\$620
employee costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102	\$102	\$102	\$102	\$102	\$102
One of costs	\$881	\$539													
Profit:	-\$680	-\$433	\$177	-\$80	\$5	\$153	\$244	\$334	\$420	\$357	\$389	\$429	\$478	\$534	\$599

1st year projections - without Rental Assistance

	Aug '21	Sept '21	Oct '21	Nov '21	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22	June '22	July '22	Aug '22	Sept '22	Oct '22
Monthly income	\$1,197	\$1,510	\$1,828	\$2,179	\$2,558	\$2,957	\$3,365	\$3,768	\$4,153	\$4,502	\$4,799	\$5,115	\$5,453	\$5,813	\$6,197
Cost of Goods	\$766	\$967	\$1,170	\$1,394	\$1,637	\$1,892	\$2,154	\$2,412	\$2,658	\$2,881	\$3,071	\$3,274	\$3,490	\$3,720	\$3,966

Bills	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
market fees	\$60	\$60	\$60	\$60	\$60	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rent	\$0	\$0	\$0	\$669	\$669	\$669	\$669	\$669	\$669	\$669	\$669	\$669	\$669	\$669	\$669
Insurance	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70
Wastage	\$0	\$57	\$69	\$82	\$96	\$111	\$126	\$141	\$156	\$169	\$180	\$192	\$204	\$218	\$232
Capital Loan repay	\$0	\$151	\$183	\$218	\$256	\$296	\$337	\$377	\$415	\$450	\$480	\$512	\$545	\$581	\$620
employee costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102	\$102	\$102	\$102	\$102	\$102
One of costs:	\$881	\$539													
Profit:	-\$680	-\$433	\$177	-\$414	-\$330	-\$181	-\$90	-\$1	\$85	\$61	\$127	\$197	\$272	\$352	\$438

*All numbers rounded up to whole numbers

Work Experience

Lancashire Cricket Foundation, Manchester, UK

2019 - 2020

NCS Operations Manager

The Lancashire Cricket Foundation works across the North West of England to develop and deliver a range of projects, programs and events designed to engage, excite, inspire and improve individuals and communities through cricket.

- Responsible for the full project cycle of the Foundation's direct delivery for the [National Citizen Service \(NCS\)](#) program across Manchester, incorporating all stakeholder engagement, the set-up of 3 unique NCS programmes and their delivery.
- Oversaw recruitment of participants, partnerships with 14 schools, sourcing of 50 community partnership engagements, child protection policies and procedures, risk management, and delegated to ensure the achievement of nationally set recruitment targets.
- Led the logistical program set-up for 300 young people, development of program curriculum, staff recruitment, staff training, inclusion policies, and management of Lancashire Cricket Foundation's NCS budget of £145,000.
- Reported on and always exceeded nationally-set recruitment targets at key milestones and evaluation in line with quality frameworks.
- Designed and developed cross-departmental objectives in line with quality improvement plans, working in partnership with the Sales and Staffing leads to provide effective leadership of the team.
- Designated Child Protection Lead for the team and overnight on-call person to ensure compliance with incident management, Child Protection referrals and health and safety regulations.

The Challenge, Manchester, UK

2016 - 2019

The Challenge delivered NCS to 40,000 young people annually. I had the opportunity to complete various roles and secured multiple promotions. This has allowed me to gain a wide range of skills and understand the intricate structure of managing large scale projects and programmes.

Program Manager

2019

- Managed the delivery of 42 unique NCS programs and ensured their quality through monitoring and quality assurance visits, as well as oversaw the safety of all 3,000+ participants as Designated Child Protection Lead by managing high-level critical incidents and emergencies both remotely and on-site.
- Formed and led a team of 5-10 direct reports and remotely managed up to 50 members of the pastoral staff.
- Responded to Child Protection incidents by working with local councils, social services, emergency services and youth services.
- Produced risk assessments and oversaw the implementation of mitigations for external-site visits.
- Developed and established long-lasting relationships with local and national organisations to improve the quality of the programme
- Delivered CRM database (Salesforce), Child Protection, Incident Management, and Finance training.

Program Associate Manager

2018

- Managed and developed a core team of 3 direct reports and remotely managed up to 30 pastoral staff members on the NCS program.
- Ensured safety and well-being of participants and staff by providing crisis response to high-level emergencies and supporting child protection incidents.
- Ensured and monitored compliance with organisational policies and procedures throughout my team with a focus on Health and Safety, Child Protection and Finance.

Senior Assistant Program Manager

2016 - 2018

- Liaison for 150 external organisations and developed a relationship for future partnerships.

- Managed a team of up to 15 seasonal staff members in the delivery of the NCS program.
- Completed compliance tasks including budget reconciliations, risk assessments, and data protection.
- Hosted team briefings/debriefings to discuss logistics and delegate daily tasks.

GrassRoots Campaigns, Austin, TX

2013 - 2014

Canvasser

For nearly a decade GrassRoots Campaigns has been on the front lines of progressive change. They design and run ground-breaking outreach campaigns and work with top forward-thinking political groups and nonprofits.

- Managed a group of 3 different people each day at new sites.
- Charged with the training of new canvassers and teaching them the protocol for signing up new donations.
- Raised the highest amount for Planned Parenthood in the Austin branches' history.

Education

Harvard EDX, online

(During Covid-19 Lockdown) 2020

Child Protection: Child's Rights in Theory and Practice (**Verified**)

- Every Child's Right to Protection; Violence Against Children; Children and the Law; A Systems Approach to Child Protection

The University of Manchester, Manchester, UK

2014 - 2015

M.A. in Social Anthropology (**2:1**)

- Poverty and Development; Critical Issues in Urban Inequality, Contemporary Debates in Social Anthropology; Bourgeois Environmentalism: Delhi as a World Power,
- Dissertation: The Combination of Western and Indigenous Knowledge: the future of International Development

Salve Regina University, Newport, RI, USA

2009 - 2013

B.A in Anthropology and Sociology with Minors in English Communications and Psychology (**3.4GPA**)

- Humans and Their Environment; Human Diversity; Globalisation and Cultural Dynamics
- Accepted for semester study-abroad program at **Massey University in New Zealand**.
- (**New Zealand, 2012**) Human Rights in Global Context; Ritual and Belief; Language and Culture

Volunteering & Training

Kindling Trust, Manchester, UK

2016

Volunteer and Intern

The Kindling Trust is working towards a just and ecologically sustainable society.

Kids Inspiring Kids, Kampala, Uganda

2010

Volunteer

KIK supports the integration of Acholi women who were forced out of their villages due to Guerilla Warfare

Training: Barnardo's Safeguarding Lead, Mental health First Aid, Emergency First Aid, Off-site Safety Management, Food Manager Safety Training, Food Handler Training

References

References upon request



COMMERCIAL LEASE

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ADDENDA & EXHIBITS (check all that apply)

☒	Exhibit A. Building Guidelines
☒	Exhibit B. Floorplans with Fire Escapes
☐	Commercial Lease Addendum for Broker's Fee (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)
☐	Commercial Lease Addendum for Right of First Refusal (TXR-2105)
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☐	Commercial Lease Addendum for Contingencies (TXR-2119)
☒	Commercial Property Condition Addendum
☐	
☐	
☐	Information About Brokerage Services (TXR-2501)

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Initialed for Identification by Landlord: MN, _____, and Tenant: HB, _____

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COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: CWMRY Boyd II, LLC ; and
 Tenant: Hayley Blundell dba Hayley's Grain .

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 G containing approximately 455 square feet of rentable area in Titworth Building (project name) at 120 W. Second St., Suite G (address) in Taylor (city), Williamson (county), Texas, which is legally described on attached Exhibit Lot 7-9, Block 9, City of Taylor, Williamson County Texas.

☐ (2) Single-Tenant Property: The real property containing approximately _____ square feet of rentable area at: _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ 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 24 months and 0 days, commencing on: _____ (Commencement Date) and ending on _____ (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

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Initialed for Identification by Landlord:

^{DS}
MN

, _____, and Tenant

^{DS}
HB

, _____

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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 Rent \$
From	To	\$ Monthly Rate		\$ Annual Rate		
08/10/2021	10/31/2021	-0-	/rsf/month	-0-	/rsf/year	-0-
11/01/2021	07/31/2022	668.75	/rsf/month	8,025.00	/rsf/year	568.75
08/01/2022	07/31/2023	736.50	/rsf/month	8,838.00	/rsf/year	591.59
			/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, 2021

- 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: CWMRY Boyd II, LLC

Address: 112 W. 2nd St., Suite 201, Taylor, Texas 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

MN

HB

120 W. Second St., Suite G

Commercial Lease concerning: Taylor, TX 76574

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 \$ 50.00 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 \$ 568.75 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.)

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	☐	☒	☐
(2) Sewer	☐	☒	☐
(3) Electric	☐	☐	☒
(4) Gas	☒	☐	☐
(5) Telephone	☐	☐	☒
(6) Internet	☐	☐	☒
(7) Cable	☐	☐	☒
(8) Trash	☐	☒	☐
(9) <u>None</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

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Initialed for Identification by Landlord: MN, _____, and Tenant: HB, _____

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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

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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: Hayley's Grains is a specialty grocery store that stocks organic grains, legumes, herbs and spices, local produce, a liquid soap refill station, and plastic free house hold and toiletry items.
- 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 10 pm

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) None
- 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.

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Initialed for Identification by Landlord:

^{DS}


, and Tenant:

^{DS}


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120 W. Second St., Suite G

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- 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 60 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

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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>Building Directory if available</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) None	☐	☐	☐
(21) None	☐	☐	☐
(22) All other items and systems.	☐	☒	☐

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

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- 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:

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- 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

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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.

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- 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

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- 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

Cooperating Broker: _____

Agent: Julie Downs

Agent: _____

Address: 906 N Main St

Address: _____

Taylor, TX 76574Phone & Fax: (512)497-3967

Phone & Fax: _____

E-mail: juliedowns4@gmail.com

E-mail: _____

License No.: 352736

License No.: _____

Principal Broker: (Check only one box)

Cooperating Broker represents Tenant.

☒ represents Landlord only.☐ represents Tenant only.☐ is an intermediary between Landlord and 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: CWMRY Boyd II, LLCAddress: 112 W. 2nd St., Taylor, TX 76574

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Commercial Lease concerning: Taylor, TX 76574Phone: (512)269-8339

Fax: _____

and a copy to: _____

Address: P.O. Box 50014, Austin, TX 78763Phone: (512)417-3904

Fax: _____

☒ Landlord also consents to receive notices by e-mail at: admin@mccrorytimmerman.comTenant at the leased premises,and a copy to: Hayley BlundellAddress: 120 W. 2nd St., Suite G, Taylor, TXPhone: (512)269-9947

Fax: _____

☒ Tenant also consents to receive notices by e-mail at: hayleyblundell@gmail.com**35. SPECIAL PROVISIONS:****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.

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- 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: CWMRY Boyd II, LLCTenant: Hayley Blundell dba Hayley's GrainBy: Mark Nibbelink

DocuSigned by:

By (signature): Mark NibbelinkPrinted Name: Mark NibbelinkTitle: Founder Date: 8/11/2021

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

By: Hayley Blundell

DocuSigned by:

By (signature): Hayley BlundellPrinted Name: Hayley BlundellTitle: Owner Date: 8/12/2021

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

Main Street Advisory Board

November 17, 2021

Agenda Item Cover Sheet - Regular Agenda 2-b

Rental Assistance Grant #2:

Allison Holder – Cherrytree Home & Gifts – 104 E. 2nd St.

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 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
	<u>\$24,000.00</u>	<u>\$7498.35</u>	

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

The only ongoing RA Grant is for Dee Reyes at Dee's Florist & Gifts. Her grant will draw down the available funds by \$3,958.54. This will leave an unencumbered balance of \$11,122.00 going into the November 17, 2021 board meeting. An additional RA Grant is being considered at the November meeting. If Hayley Blundell's request for a RA grant is approved, the funds available for this grant request in FY 21-22 would be reduced to \$8,121.02. ($\$11,122.00 - 3,000.98 = \$8,121.02$.)

At the last meeting, the Board voted to cancel the Rental Assistance Grant Program in favor of putting those funds into the Façade Improvement Grant and Signage Grant programs. However, this grant was tabled for future consideration once Ms. Holder submitted the requested materials.

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.

$\$8,121.02 - \$6,731.11 = \$1,389.91$ in remaining funds in the RA Grant line item for FY 21-22.



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

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.

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.

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
--------------------------------	--------------------

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.



alli.holder <alli.holder@gmail.com>

Commercial Lease Application

alli.holder <alli.holder@gmail.com>
Draft

Mon, Nov 1, 2021 at 1:04 PM

Forwarded Conversation

Subject: Commercial Lease Application

From: Julie Downs <juliedowns4@gmail.com>
Date: Thu, Oct 1, 2020 at 10:45 AM
To: alli.holder <alli.holder@gmail.com>

Hi Alli,

I wanted to make sure you have received the correct application for the lease space at 108 N. Main St., Taylor, TX 76574. This is the only one we need to have completed at this time. If you have any questions, please let me know.

Thank you,
Julie Downs
512-497-3967
Re/Max Associates Group
906 N. Main
Taylor, TX 76574



Texas law requires all license holders to provide the Information About Brokerage Services form to all prospective clients.

From: alli.holder <alli.holder@gmail.com>
Date: Thu, Oct 1, 2020 at 11:01 AM
To: Julie Downs <juliedowns4@gmail.com>

Hey Julie!

Yes I was just fixing to put all of my items in an email and send over to you. We've been working on getting the Tax ID and such figured out. But I've gone ahead and attached the grant application here. I left the information about the building blank as I was not sure what the address and all of that was. Please let me know if you need anything else from me regarding the application!

I will send you the rest of what's due per the application here shortly! Thanks so much!

Best
Alli Holder

From: Julie Downs <juliedowns4@gmail.com>

Date: Thu, Oct 1, 2020 at 11:38 AM
To: alli.holder <alli.holder@gmail.com>

Ok, thanks so much!

*Thank you,
Julie Downs
512-497-3967
Re/Max Associates Group
906 N. Main
Taylor, TX 76574*



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From: **alli.holder** <alli.holder@gmail.com>
Date: Tue, Oct 6, 2020 at 12:42 PM
To: Julie Downs <juliedowns4@gmail.com>

Hi Julie!

Sorry these are a little late. I worked a little on these with my mom but we weren't sure just how detailed these needed to be. I am happy to go into deeper detail for each if you think that will help or anything. Just let me know!

Thanks again for everything!

Best
Alli Holder

From: **Julie Downs** <juliedowns4@gmail.com>
Date: Tue, Oct 6, 2020 at 1:28 PM
To: alli.holder <alli.holder@gmail.com>

This is perfect, thank you so much! Can you please complete the attached Commercial lease application to that we can start processing you for the lease? I will bundle this information and forward it to Jan Harris our Main Street Project Manager and get her to reach out to you directly.

*Thank you,
Julie Downs
512-497-3967
Re/Max Associates Group
906 N. Main
Taylor, TX 76574*



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From: **alli.holder** <alli.holder@gmail.com>
Date: Tue, Oct 6, 2020 at 3:15 PM
To: Julie Downs <juliedowns4@gmail.com>

Yes! I have attached it here. I had to leave a few things blank. I sign paperwork with Curie tomorrow to gain ownership of Cherry Tree so details regarding the business I won't have until tomorrow at the earliest. With that, I am also currently in the process of opening a bank account for the business with City National Bank in Taylor through Kim Zycha. I have put my personal account information and can pay the first months rent and all through there, but probably will not have a business account number until the end of this week or beginning of next. Let me know if this will work for now!

Thank you!
Alli Holder

From: **Julie Downs** <juliedowns4@gmail.com>
Date: Wed, Oct 7, 2020 at 11:34 AM
To: alli.holder <alli.holder@gmail.com>

Hi Alli,

Thank you for the application. We will send you a link through MySmartMove which will allow us to check your credit. The only thing we will need from you is a bank statement proving the funds to pay 3 months of rental payments or approximately \$6000. If you are ready to get started, we can prepare the Intent to Lease, we just need a starting date for the lease agreement.

If you have any questions, please let us know. We are very excited for you.

Thank you,
Julie Downs
512-497-3967
Re/Max Associates Group
906 N. Main
Taylor, TX 76574



Texas law requires all license holders to provide the Information About Brokerage Services form to all prospective clients.

From: **alli.holder** <alli.holder@gmail.com>
Date: Wed, Oct 7, 2020 at 12:34 PM
To: Julie Downs <juliedowns4@gmail.com>

Yes I am ready! I just called the bank and I can go pick up the statement this after noon and drop it off with you if you'd like. Can we put down a starting date of October 12? If that's too soon we can definitely push it out, not a problem at all.

Thanks Julie!
Alli

From: **Julie Downs** <juliedowns4@gmail.com>
Date: Wed, Oct 7, 2020 at 5:47 PM
To: alli.holder <alli.holder@gmail.com>

Hi Alli,

Thanks so much for the email. I had to attend a Zoom class and could not exit without losing credit....just let me know when you are available and we can meet up to gather the bank statements.

The start date for the lease works for us, but Mr. Hile wants you to be aware that he is still waiting for the final building inspection and the final fire suppression inspection. He anticipates that these will be this week. Either way, these inspections will not prevent you from taking possession of the space and starting to work on your certificate of occupancy. Since the time frame is only 5 days away, are you comfortable with starting the actual lease on 10/12 rather than preparing an intent to lease?

Please give me a call if you have any questions, I will be happy to help and explain the difference in the procedures. Talk with you soon, thank you.

Thank you,
Julie Downs
512-497-3967
Re/Max Associates Group
906 N. Main
Taylor, TX 76574



Texas law requires all license holders to provide the Information About Brokerage Services form to all prospective clients.

6 attachments

-  **commercial_lease_application__4118_ts40865.pdf**
84K
-  **Grant Application (1).pdf**
714K
-  **Cherry Tree Marketing Plan.pdf**
153K
-  **cherry tree budget.pdf**
118K
-  **commercial_lease_application__4118_ts40865.pdf**
84K
-  **commercial_lease_application__4118_ts40865 - Google Docs.pdf**
311K



COMMERCIAL LEASE

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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) ☐
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- 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

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COMMERCIAL LEASE

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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

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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.

(TXR-2101) 4-1-14

Initialed for Identification by Landlord: , and Tenant:

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- 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

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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: _____

(TXR-2109) 1-26-10

RE/MAX Associates Group, 906 North Main Taylor TX 76574
Julie Downs

Phone: 512-497-3967 Fax: 512-365-3001
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Page 1 of 1

Hile, Ed and Betty

Main Street Advisory Board
November 17, 2021

Agenda Item Cover Sheet - Regular Agenda 3

Support for 2nd Saturday promotions

Consideration of Funding Opportunity to Support 2nd Saturdays:

In October, Ian Davis made a pitch for the MSAB to provide monetary support to efforts promoting 2nd Saturday events on Facebook. Currently, the Main Street FY budget has \$3,225.00 available to spend on advertising.

Main Street Advisory Board
November 17, 2021

Agenda Item Cover Sheet - Regular Agenda 3
DigiMap Project

Digital Map Project

Membershipware has been a presence at several Main Street conferences and has sent out mass mailers to Main Street programs nationwide.

MembershipWare offers software designed to manage memberships (or businesses within a MS district). Maps and directories are included in the basic level.

Basic Free Includes: Start Template, 1 Initial Import, QR Code, Web Components: Map/Directory

Standard \$49/mo Includes: Start Template, Members App, QR Code, Web Components: Map/Directory, News, Community, Events

Premium \$99/mo Includes: Start Template, Members App, QR Code, Web Components: Map/Directory, News, Community, Events, Property, Ads/Sponsor, Video, Donate

This is not budgeted for FY 21-22, but a first step would be to meet with Stacy Osborne, PIO for the City to explore what options we have under the current City webpage and how the Main Street organization could provide additional services to businesses located within the MSAB District.

Main Street Advisory Board
November 17, 2021

Agenda Item Cover Sheet - Regular Agenda 5
MSAB Work Plan Retreat

Taylor Board Retreat 2021:

Texas Main Street Follow Up Report

Background:

The following report is sent as a follow up to the Taylor Main Street Board Retreat on September 30. The report includes TWO suggested transformation strategies; the first was created by the Board as an outgrowth of the extended conversation that focused on improving the pedestrian environment. ; the second is something I have created in hopes of knitting together other various ideas about the business environment.

Organization:

Underneath each Transformation Strategy, I have listed specific GOALS; underneath the goals, there are ACTION ITEMS. Obviously, some of these action items will need to be further developed into bite-sized action steps, with the assignment of “who’s responsible” and a timeline for each.

The need for Prioritization:

The list of possible actions under Transformation Strategy #1 is *very long*; the Board will need to prioritize these goals and actions, perhaps flagging them as Year 1, Year 2, or Year 3.

Advocacy:

It was suggested that Taylor Main Street give more frequent updates before City Council – summarizing accomplishments, but also coming with a “clear ask.” These updates – which could be shared by the Manager and Board Chair – can help emphasize downtown’s role as an Economic Engine – and remind City Council that the Main Street program is much more than “the party people.”

Future Strategies:

In future years, Taylor may want to pursue some sort of “storytelling” strategy that addresses some of the additional questions that were raised at the Retreat: Are cars something to center a storytelling/placemaking initiative around? How do we incorporate our cotton heritage in a way that is inclusive? In the future, can we move the visitor’s center downtown and incorporate a cotton museum perhaps?

Assets and Challenges:

Identified assets:

- Amazing architecture.
- Artists community.
- Diversity of Businesses
- Diversity in race & ethnicity
- Coolness Factor

Identified Challenges:

- Wide streets, no shade, no place to sit, empty sidewalks, not inviting.
- There's no "there" there.
- Street is not calm; it's noisy.
- Divisions: merchants/Main Street – who does what? / communication with merchants is difficult / there is a differences of opinion amongst the merchants/ who will step in and move things forward?
- How to celebrate/acknowledge cotton history in a way that is inclusive/respectful?
- There is a developing restaurant scene but price point will remain important given limited spending power of locals.
- Homelessness is an issue. But, in terms of its effect on the pedestrian, it was noted that the presence of the transient population can feel more "menacing" to the downtown visitor when you are the only one on the street. Creating a more inviting street environment, combined with building a more robust restaurant and shopping destination, should ensure more street life and make even the solo pedestrian feel safer.

Transformation Strategy #1:

Become a pedestrian-friendly destination: welcoming, walkable, comfortable.

GOAL #1: Capitalize on already-identified downtown improvements:

1. Go through Master Plan, prioritize Year 1; Year 2 – Make prioritized recommendations to Council.

GOAL #2: Encourage quality development of private properties:

1. Doug + Texas Historical Commission staff - Offer an educational session on tax credits and other incentives available to property owners.
2. Explore a Vacant Building Registry/Ordinance with the City of Taylor to discourage property owners from sitting on their buildings.
3. Create an “Endangered Species” list of buildings – post their histories and offer tours of them during Preservation Month.

GOAL #3: Create a livelier, more welcoming streetscape:

1. Explore creating artful pedestrian crosswalks in strategic locations – but weigh this against the “visual mess” they may create as they begin to fade.
2. Activate the windows of empty and underutilized buildings – use Art Office Sign to print out QR codes that link to DowntownTX.org
3. Encourage more storefront lighting until “x” time – possibly including a “lighting” provision in the grants available to businesses.
4. Evaluate whether pianos project makes sense to continue.
5. Consider sandwich boards or corner directional signage to help visitors downtown.
6. Consider art painted on sidewalks to coordinate with “open” flags

Editor’s note: part of becoming a pedestrian-friendly destination is creating things to do. A reason to be downtown. In the long term, it’s not enough just to look better: people need a reason to be downtown. So, as you are contemplating visual improvements, ask yourselves “is there perhaps a “something to do” component to them. The pianos are a great example of this. Other examples: is there an opportunity to create a changing streetscape somewhere – seasonally changing perhaps – a reason for folks to come to downtown and hang out, take a few photos, post to Instagram – and do it again when the installation changes. Or, is there something that we could put in store windows – a character to find, for example - that would be an activity for young kids and families? Abstracted cotton bales to climb on?

GOAL #4: Increase comfort and safety for the downtown visitor.

1. Benches – downtown may have enough benches but they are not installed in a way that encourages conversation or “staying awhile” in the downtown – examine placement of benches and recommend new locations.
2. Walk downtown and explore options for additional trees in strategic places to provide shade – perhaps trees are already part of the master plan and could be prioritized?
3. Survey the commercial district – when/if there are property owners who are ready to work on their buildings, explore the appropriateness of an awning. Sanborn maps can be a great place to start. Consult Texas Main Street staff to help you figure out appropriate ways to add awnings.
4. Walk downtown to figure out where more trash cans are needed – ask City for more cans.
5. Advocate for police bike patrol dedicated to downtown.

GOAL #5: Reduce Noise Clutter

1. Invite all parties to the table – TXDOT, Railroad Commission, City of Taylor – to discuss creating a quiet zone downtown so trains horns will not be deployed.
2. Need better enforcement of speed limits – and could City install and other traffic-calming measures?
3. Ask for a rolling speed meter to be placed at edges of downtown.

TRANSFORMATION STRATEGY #2

Nurture and “activate” the downtown businesses community.

GOAL #1: Encourage locals’ patronage of downtown businesses by combatting the perception that there is insufficient parking.

- Publish map of parking – with number of parking spaces totalled, on Taylor Made Facebook page, City of Taylor website. (should be posted permanently on site.)
- Publish a graphic that illustrates how far you would walk from the parking lot at a big box retailer – and the distance you have to walk from a typical downtown parking space to a downtown business.
- Consider building merchant buy-in to a “Park away” program by marketing it as “Heart Smart Parking”

GOAL #2: Improve communication channels between merchants and the city, and boost Main Street’s communication *about* downtown businesses.

1. Continue breakfast bites – one meeting needs to be devoted to the “communication” issue – what is the best way to communicate with all merchants? – probably ALL WAYS is the answer (since everyone has a personal favorite mode of communication) but definitely explore a GROUP TEXT as a possibility.
2. Request that some portion of HOT FUNDS go towards Main Street – could this be used to hire an assistant to work on the communications piece? A communications person could work on social media, website, and Main Street-to-merchant communications. (These two action items will work synergistically to support the downtown businesses and boost Taylor as a “destination” for both locals and visitors from the region.

GOAL #3: Make sure downtown is open to everyone.

- The “South Side” holds untapped potential in terms of an increased customer base for Taylor’s downtown businesses and events AND possible fledgling entrepreneurs who might one day open a business in downtown. Consider establishing an ad hoc committee to find ways to reach leaders there and learn how to more effectively market to them.

GOAL #4: Support businesses “where they are.”

- Instead of offering rent subsidies to fledgling businesses, consider offering free training (perhaps through SBDC) instead.
- Explore ways to create better synergy between restaurants and bars – perhaps some sort of group promotion?
- As you build out your concert events, consider supporting restaurants by coordinating a pre-order “concert meal” for attendees.



Goliad sidewalk signage – coordinates with banners.



Challenge: Vacant Properties.
Solution: Storefront Activation.



Activating windows & drawing families to downtown businesses.

The San Marcos Art League kicked off its inaugural Art Scared on the Square in downtown San Marcos on Saturday.

Over 50 elementary, middle and high school students along with moms, dads and grandparents in tow, participated in the free public art installation that will remain up until the first week of November.

Preregistered participants arrived at appointed times for a preassigned spot on a window to a business on the Square. Each child was provided with a novelty tote bag filled with a personal art kit that included paint, brushes, hand sanitizer, water, and a palette to mix paint with. Insomnia Cookies also provided cookies for all.

“Aside from providing 52 area kids with a safe, fun, and creative outlet during this challenging time,” said Nancy Brown, event organizer. “More than 50 pretty amazing works of art are on display for the public to enjoy through the Halloween holiday.”



Activating windows with student artwork.



Historic Downtown McKinney

November 16 at 11:43 AM · 🌐



There are nearly 3,000 parking spaces in Historic Downtown McKinney. Only a small portion of these spaces are directly in front of the businesses on the square proper. Know where to park before you visit Historic Downtown McKinney. #DowntownMcKinney

<https://bit.ly/36nIP3J>

Show Less

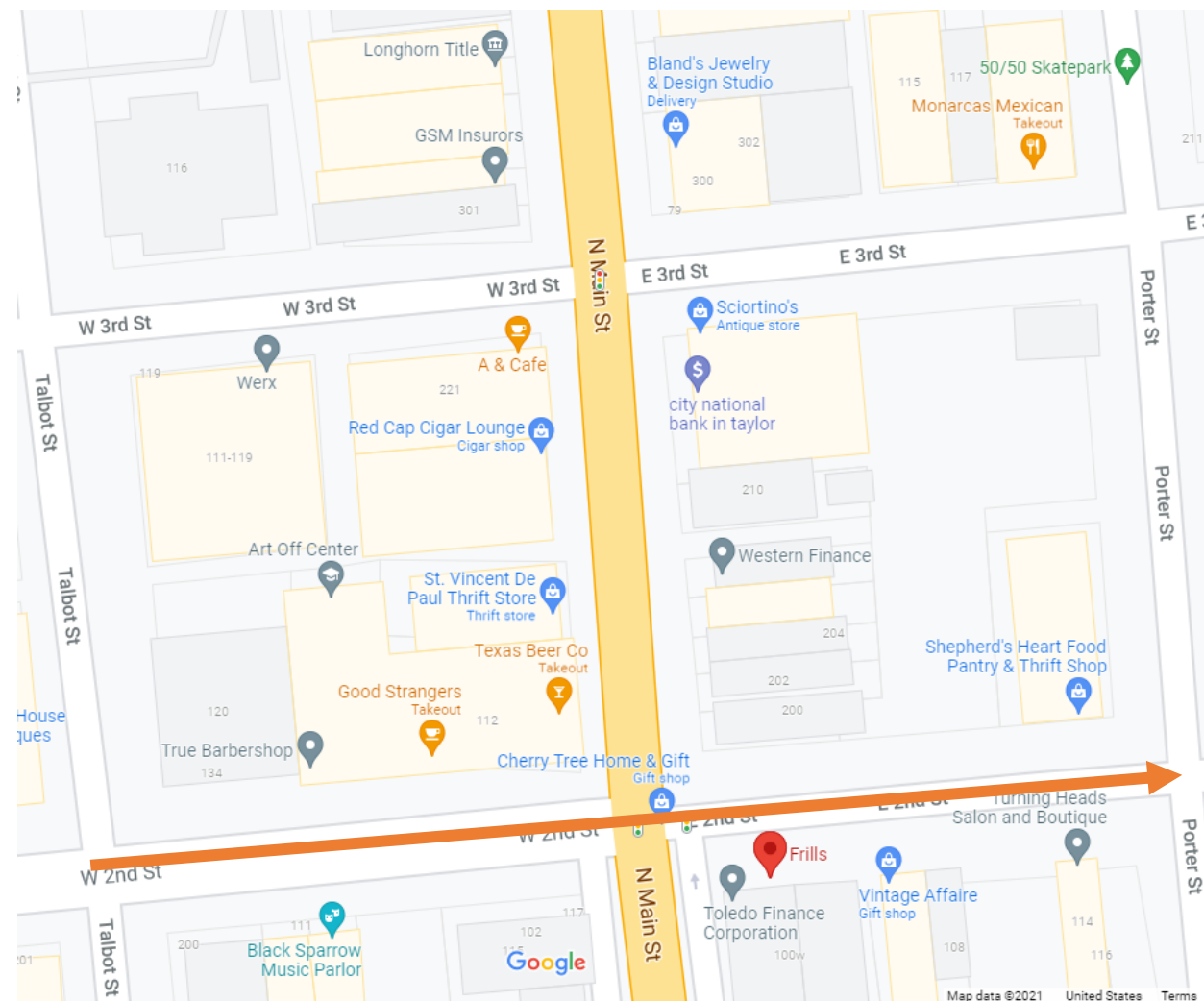
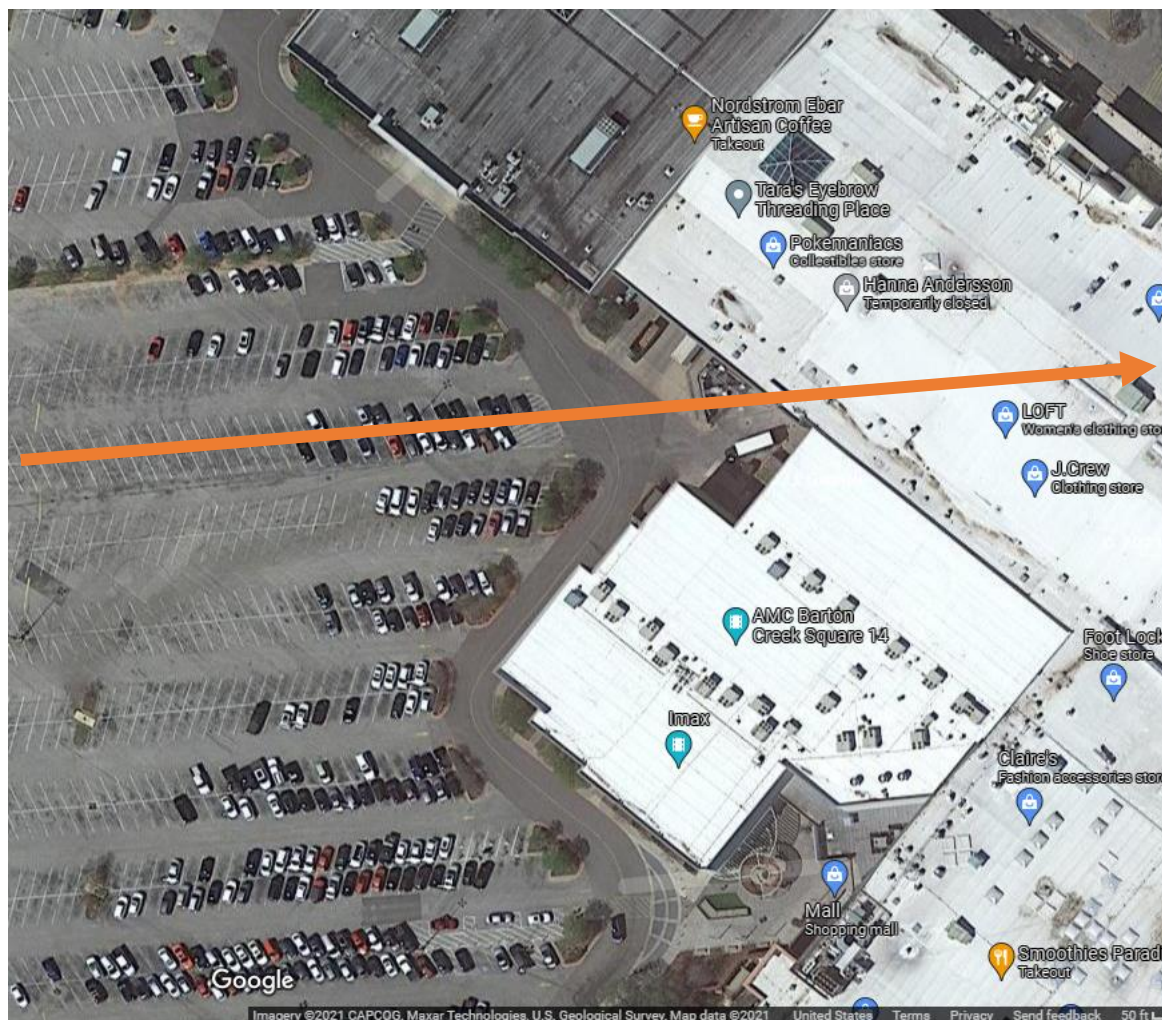


COMMUNITYIMPACT.COM

Where to find parking in downtown McKinney

Downtown McKinney is a popular place, so it helps to know what o...

Supporting SHOP LOCAL: Removing Mental Barriers



Supporting SHOP LOCAL: Removing Mental Barriers

Main Street Advisory Board
November 17, 2021

Agenda Item Cover Sheet - Regular Agenda 6
Updates to Sign Grant Application



DEADLINE:
2nd Wednesday
of every month

SIGN REIMBURSEMENT GRANT PROGRAM

Application Instructions

Taylor Main Street seeks to improve the image of downtown Taylor through the restoration and rehabilitation of commercial building facades located in the Downtown Redevelopment Area. As an economic incentive, Taylor Main Street has developed the following sign reimbursement grant program:

- The Taylor Main Street Sign Reimbursement Grant Program is set up as a single payment reimbursement to property owners per building/business, and in some situations, tenants.
- **Grants are available on a 50/50 matching basis with a cap of \$1500 per sign grant (\$3,000+ total project).**
- Eligible signs include signboards/fascia signs, projecting signs, pedestrian signage (window sign, hanging sign and awning sign), etc. for commercial buildings located in the Downtown Redevelopment Area.
- Removal of old signage without it being replaced with a new sign are not eligible for this grant and instead should be addressed in a Façade Improvement Grant application.
- Grants are available starting October 1 of each year, on a first come, first serve basis until total funds are depleted.
- No grants will be awarded for work that has already been done.
- All submitted work must be reviewed by the Taylor Main Street Manager and approved by the Taylor Main Street Advisory Board before any eligible work may begin.
- If awarded a sign reimbursement grant, any deviation from the approved grant project may result in the total or partial withdrawal of the grant.
- *If you have any questions, please contact Jan Harris, Taylor Main Street Manager at 512/352-3463.*

STEPS FOR A SUCCESSFUL SIGN GRANT APPLICATION:

1. **Determine eligibility:** All signage is required to be professionally produced and installed. Discuss project plans with the Taylor Main Street Manager and set up an appointment for free assistance in selecting layout and color schemes for your commercial sign/s through the Texas Main Street Center's Architectural Assistance Program.
2. **Fill out sign reimbursement grant application form and sign the agreement form.** All grant applications must include a scale drawing/s by the chosen sign company for the proposed work or the Texas Main Street Architect, as well as an explanation of the sign's method of installation. Color samples of all final paint colors and sign material(s) must be included with the application to be reviewed by the Taylor Main Street Manager and approved by the Taylor Main Street Advisory Board. The Applicant is required to obtain written proposals from three (3) qualified sign companies including installation of the proposed sign/s. Self-contracted work will be reimbursed for actual legitimate expenses, excluding labor.
3. **Return the completed application form** with all original contract proposals, color samples and example sign material(s) for the proposed work to the Taylor Main Street Office in City Hall (400 Porter Street) no later than the second (2nd) Wednesday of the month.
4. **The approval process will include the following without limitations:**
 - (a) All Sign Reimbursement Grant projects must meet current building standards (Standard Building Codes) and the City of Taylor's sign ordinance.
 - (b) The applicant must meet with the Taylor Main Street Manager to discuss the project prior to the review of the application by the Main Street Advisory Board.

- (c) Final approval for any grant shall be vested in the Main Street Advisory Board but it shall be subject to review authority retained by the Taylor City Council.
 - (d) The Main Street Advisory Board may receive recommendations from committees, such as a Design Committee, which review all or a part of the application. Committee recommendations shall be advisory only and no recommendation shall be binding on the Main Street Advisory Board.
 - (e) The Main Street Advisory Board shall consider only applications which have been properly and fully completed and which contain all the information required in the application or requested by the Main Street Manager, any committees, or the Main Street Advisory Board.
 - (f) All bids submitted by an Applicant must be current and must be dated no earlier than thirty (30) days prior to the application request. Bids shall be submitted on the sign company's letterhead and shall contain the sign company contact's name, address, telephone number. The sign company must itemize the bid in a manner that allows the Main Street Advisory Board to determine the bid's components and authenticity.
 - (g) In the event an Applicant's request for a sign grant is denied, the Applicant shall not be eligible to re-submit a grant application for six (6) months from the date the prior application was denied by the Main Street Advisory Board or, in a case reviewed by the Taylor City Council, from the date the Taylor City Council denied the application.
 - (h) Work must commence on the installation of approved signs within sixty (60) days from the date the grant is awarded by the Main Street Advisory Board. All signage must be installed within (1) year from the date the grant is approved by the Main Street Advisory Board. If the Applicant is unable to begin installation within sixty (60) days from the date the grant is approved or complete the construction within one (1) year from the date the grant is approved, the Applicant can submit a written request for an extension to the commencement date or completion date provided the extension request is made prior to the sixty (60) day or one (1) year time limit. The Main Street Advisory Board shall not be obligated to allow extensions but may do so for good cause determined solely by the Main Street Advisory Board. The extensions, if granted, shall be for the term and for the conditions determined exclusively by the Main Street Advisory Board. An extension denial cannot be appealed and shall be final with the Main Street Advisory Board.
 - (i) The Applicant, by submission of this application, attests that the installation described within the application shall be used in a building which complies with all codes and ordinances of the City of Taylor.
 - (j) The Applicant, by submission of this application, further attests that s/he and the property in question is in good standing with the City of Taylor and that the Applicant owes no unpaid taxes, fees, or other debts to the City of Taylor.
 - (k) No Applicant has a proprietary right to receive grant funds. The Main Street Advisory Board shall consider any application within its discretionary authority to determine what grant amount would be in the best interest of the Grant program.
 - (l) The Applicant is required to obtain all applicable City permits and City approvals required for the construction if a grant is awarded.
 - (m) No Applicant nor an Applicant's agent shall be entitled to receive sign grant approval on the same property if requested within three (3) years from the date a previous grant was awarded by the Main Street Advisory Board.
 - (n) An Applicant must attend the Main Street Advisory Board meeting when his/her application is considered. Failure to attend a Main Street Advisory Board meeting when required shall be cause for rejection of the application.
5. **Reimbursement: When the entire grant project has been satisfactorily completed and reviewed, the applicant shall present the Taylor Main Street office with copies of all paid invoices for a single payment reimbursement of the approved funding.**

6. **Appeal Process:** Any application rejected by the Main Street Advisory Board shall be entitled to review by the Taylor City Council. The Applicant shall submit a written request for review to the City Manager no later than ten (10) days from the date the application is denied by the Main Street Advisory Board. The request for review by the Taylor City Council shall state reasons why the Applicant believes the application was improperly refused by the Main Street Advisory Board and the reasons why the Applicant believes the application should be approved. The written review request shall be furnished by the City Manager to the Chairperson of the Main Street Advisory Board. The Main Street Advisory Board's Chairperson shall, within ten (10) days of receipt of the Applicant's written request from the City Manager, furnish the Main Street Advisory Board's reasons for denying the application and shall state the reasons why the application should not be approved by the Taylor City Council. Review by the Taylor City Council will be scheduled within the time restraints and business issues of the Taylor City Council, but not later than ninety (90) days from the date the written request for review is received by the City Manager from the Applicant. The City Council shall review the application and consider the action taken by the Main Street Advisory Board regarding the application in question. The Taylor City Council shall not be required to reverse the Main Street Advisory Board's decision unless the Taylor City Council determines the Main Street Advisory Board did not act in substantial compliance with the application's request and the applicable policies relating to the Taylor Sign Grant Program. The determination by the Taylor City Council's determination shall be deemed final.



Advisory Board Review

Approved _____

Rejected _____

Date _____

SIGN REIMBURSEMENT GRANT PROGRAM APPLICATION

*Please return completed with necessary attachments and signed to Taylor Main Street Office,
400 Porter Street no later than the 2nd Wednesday of the month.*

◆ Applicant Name _____ Date _____

◆ Business Name _____

◆ Mailing Address _____

◆ Contact Phone _____ Email Address _____

◆ Building Owner (if different from applicant) _____

◆ Building Name _____

◆ Building Address _____

◆ Description of sign/s and installation: (includes signboards, projecting signs, and pedestrian signage)

◆ List sign company proposals and total amounts (please attach original proposals):

1. _____

2. _____

3. _____

◆ Total cost of proposed sign/s: _____

◆ Amount of Sign Grant requested: _____

(Maximum of \$1,500; 50/50 match)

The following information is required for a Grant Application to be considered:

1) scale drawing/s or photographs of proposed sign/s,

2) all final paint color samples and sign materials used and

3) original copies of all sign company proposals including installation.

Applicant's Signature _____

Date _____



SIGN REIMBURSEMENT GRANT AGREEMENT FORM

Please sign and return the completed grant packet with all the necessary attachments to the Taylor Main Street Office; City Hall; 400 Porter Street no later than the 2nd Wednesday of the month.

I have met with the Taylor Main Street Manager, and I fully understand the Sign Reimbursement Grant Program established by the Taylor Main Street Advisory Board.

I further understand that if I am awarded a Sign Reimbursement Grant by the Taylor Main Street Advisory Board, any deviation from the approved project may result in the partial or total withdrawal of the grant. If the sign is altered for any reason within one (1) year from construction, I may be required to reimburse the City of Taylor immediately for the full amount of the Sign Reimbursement Grant.

Business Name

Applicant's Signature

Date

Building Owner's Signature

Date

Taylor Main Street Manager's Signature

Date

Taylor Main Street Advisory Board's Approval

Date

Main Street Advisory Board
November 17, 2021

Agenda Item Cover Sheet - Regular Agenda 7
Signage Design Guidelines

Main Street Advisory Board
November 17, 2021

Agenda Item Cover Sheet - Regular Agenda 8
Open Flag Project

Main Street Advisory Board
November 17, 2021

Agenda Item Cover Sheet - Regular Agenda 9
Music on Main

Main Street Advisory Board
November 17, 2021

Agenda Item Cover Sheet - Regular Agenda 10
MSCS Update

Main Street Advisory Board
November 17, 2021

Agenda Item Cover Sheet - Regular Agenda 11
Upcoming Agenda Items