

AGENDA

CITY OF TAYLOR, TEXAS

MAIN STREET ADVISORY BOARD

5:30 pm on August 17, 2022
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.**

I. CALL TO ORDER AND DECLARE A QUORUM

II. CITIZEN COMMUNICATION

(The Main Street Advisory Board welcomes public comment on items not listed on the agenda. However, the Board cannot respond until the item is posted on a future agenda. All public comments are limited to 3 minutes.)

III. 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.)

- A. Review and approve minutes from the MSAB regular meeting held on July 20, 2022 – Chairman Moss
- B. Review and receive the financial reports from July 2022 – Jan Harris

IV. REGULAR AGENDA – New Business:

- A. Review, discuss, and consider action on Façade Improvement Grant application packet from Luxon Property Management (on behalf of Property owner Calvin Jayroe) for 303 N Main Street – Jan Harris
- B. Review, discuss, and consider action on Signage Grant application packet from Luxon Property Management (on behalf of property owner Calvin Jayroe) for 303 N Main Street – Jan Harris
- C. Review, discuss, and consider action on Façade Improvement Grant application packet from Jason Simank for 108 E. 2nd Street – Jan Harris

V. REGULAR AGENDA – Continuing Business:

A. Main Street Manager's reports – Jan Harris:

1. Manager's activity report
2. Main Street business & property report
3. Upcoming special events report

B. Sign Grant revision:

1. Discuss the possibility of requesting that Council approve partially waiving sign permit fees for businesses seeking Sign Grants as an incentive to properly permitting signage.
2. Discuss and approve the changes to the Sign Grant packet.

C. Reclaiming Main Street (HWY 95) as a street rather than a highway – Doug Moss

1. Review the results of board members research into other Texas cities with a Main Street that is also a highway.

D. Breakfast Bites:

1. Review the outcome of the August Breakfast Bites – signage, sign permitting, and the pending revision of the sign ordinance.
2. Review future Breakfast Bites topics

E. Receive staff update on the MembershipWare Digital Map Project – Ashley Doss/Jan Harris

F. Demolition & Demolition by Neglect Historic Preservation Ordinance – Jan Harris:

1. Receive information and discuss future action on this project.

G. Discuss items for upcoming agendas – Doug Moss

V. ADJOURN

Next Meeting Date: September 21, 2022

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

Posted By: Jan Harris
Jan Harris, Main Street Manager

Date: Aug 9, 2022

Main Street Advisory Board
August 17, 2022

Agenda Item Cover Sheet

Consent Agenda

III-A

Review and approve minutes from the MSAB regular meeting held on
July 20, 2022

MINUTES

CITY OF TAYLOR, TEXAS

MAIN STREET ADVISORY BOARD

5:30 pm on July 20, 2022

Taylor City Hall Conference Room

MEMBERS PRESENT: Jeff Snyder, John McRae, Ashley Doss (by phone), Ruth Rivera, Curie Humphreys, Erv Stauffer, and Chairman Doug Moss

STAFF PRESENT: Jan Harris, Main Street Manager

GUESTS PRESENT: Chuck Farr; Molly Pantalone, On Site Farmers Market Manager; Mary Linda Hays, Farmers Market Committee Member

- I. **CALL TO ORDER AND DECLARE A QUORUM:** Chairman Moss opened the meeting at 5.30 pm and declared a quorum to be present.
- II. **CITIZEN COMMUNICATION:** None
- III. **CONSENT AGENDA:**
 - A. **Review and approve minutes from the MSAB regular meeting held on June 14, 2022:** The minutes had been distributed prior to the meeting.
MOTION: To approve the minutes as presented. J SNYDER / E STAUFFER / UNANIMOUS
 - B. **Review and receive the financial reports from June 2022:** Jan reviewed the finance reports with the board which were received as information.
- IV. **REGULAR AGENDA – New Business:**
 - A. **Heritage Square Farmers Market:**
 1. **Receive report from the Heritage Square Farmers Market:** Molly Pantalone, Market Manager presented information on the Farmers Market highlighting the various programs the Market is working on. These include Community Fundraising, Chef at the Market, KidPreneur Program, Friends of the Market, Entertainment, and Information, Outreach & Education. She reported that the participating vendors had made a total of \$418,504 over the 3 years the Market has been in existence. **No action was required by the board.**
 2. Discuss opportunity to partner with the Market on promotional bags with Taylor MainStreet information on one side and HSFM information on the other: These bags would be given away at the Farmers Market to customers. She was hoping to have a run of around 1500-2000 bags printed and to have the MSAB split the costs. **ACTION: The board tabled Molly's request until a later meeting pending further specifications from the Farmers Market.**
 - B. **Demolition & Demolition by Neglect Historic Preservation Ordinance:**
 1. **Receive information and discuss future action on this project:** Jan presented her information on a Historic Preservation ordinance centering on the prevention of demolition and demolition by neglect of buildings in the downtown commercial historic district. The goal of this ordinance is to protect downtown's historic fabric and to encourage property owners to preserve their properties. The board was concerned regarding the response of the community to this effort. **ACTION: Tabled until the August Meeting.**

V. **REGULAR AGENDA – Continuing Business:**

A. **Main Street Manager's reports:**

1. **Manager's activity report:** Jan reviewed the monthly report with the board highlighting meetings with incoming businesses and planned building renovations.
2. **Main Street business & property report:** Jan reported that the Shell station at 501 N Main Street has sold to a new holding company and that 102 W 2nd St; Ste 202 in the McCrory-Timmerman building has been leased. Nomura Micro Science USA is the new tenant. Longhorn Title Company is relocating outside the district to 1902 Old Granger Road.
3. **Upcoming special events report:** There are 31 upcoming special events on the calendar through the end of the year at this time. Sixteen of those will require permits.

B. **Sign Grant revision:**

1. **Discuss the possibility of partially waiving sign permit fees for businesses seeking Sign Grants as an incentive to properly permitting signage:** Jan presented this proposal which was first floated by Tom Yantis as an incentive for downtown business owners to obtain necessary sign permits for new and replacement signage. It would further incentivize downtown business owners to apply for the grant and to obtain the appropriate permits for good signage. **ACTION: The item was tabled for further discussion.**
2. **Discuss and approve the changes to the Sign Grant packet. ACTION: The item would be considered at a later date.**

C. **Reclaiming Main Street (HWY 95) as a street rather than a highway – Doug Moss**

1. **Review the results of board members research into other Texas cities with a Main Street that is also a highway: ACTION: This item was tabled.**

D. **Blackland Prairie Days:**

1. **Receive staff report on results of DT Business survey – the impact of BPD on DT:** Jan reported that much of the information was positive – sales were either the same or better than on non-festival days and businesses owners were looking forward to the Car Show.
2. **Receive information regarding the old Taylor Independence Festival:** Jan reported that the TIF has been incorporated into the Legion's July 4th festivities.

E. **Breakfast Bites:**

1. **Review the outcome of the July Breakfast Bites – signage, sign permitting, and the pending revision of the sign ordinance:** After discussion, it was decided that Signage would again be the topic of the August Breakfast Bites with Doug facilitating the event and providing visual aids to underscore information on the topic. The August Breakfast Bites will be held on August 3rd. **ACTION: The board members were encouraged to attend this meeting. No other action was taken.**
2. **Discuss future Breakfast Bites topics:** The following topics were presented by the board: CARTS, MembershipWare project, Parking (after the restriping, DT will have 16% more spaces than Taylor Wal-Mart, Historic Tax Credits, Wine Swirl, the Quality of Graphic Design for Signage and its Economic Impact on Downtown and Individual Businesses. **ACTION: No further action was required.**

F. **Receive staff update on the MembershipWare Digital Map Project:** Jan shared the questionnaire she sent out to downtown businesses regarding information for their individual

listings. She had received 16 responses out of 167 emails sent out. She told the board that she'd come into the office on a Saturday and in 6 hours, listed 31 businesses on the directory.

G. Discuss items for upcoming agendas: No new items were added to the August agenda.

V. ADJOURN: Chairman Moss declared the meeting adjourned at 7.45 pm.

Next Meeting Date: August 17, 2022

Main Street Advisory Board
August 17, 2022

Agenda Item Cover Sheet

Consent Agenda

III-B

Review and receive the financial reports from July 2022

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2022

PAG 1

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	2,719.54	103,282.76	85.09	0.00	18,093.24
***	TOTAL EXPENDITURES	121,376.00	2,719.54	103,282.76	85.09	0.00	18,093.24
***	TOTAL PROFIT / (LOSS)	(121,376.00)	(2,719.54)	(103,282.76)	85.09	0.00	(18,093.24)

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2022

PAG 2

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: AUGUST 31ST, 2022

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	2,529.83	54,901.86	83.46	0.00	10,878.14
524-114	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
524-115	LONGEVITY PAY	100.00	0.00	96.00	96.00	0.00	4.00
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	2,529.83	54,997.86	83.48	0.00	10,882.14
<u>PAID BENEFITS</u>							
524-120	UNUM LIFE	140.00	0.00	157.51	112.51	0.00	(17.51)
524-121	FICA SOCIAL SECURITY	5,050.00	189.71	4,328.95	85.72	0.00	721.05
524-122	WORKERS COMPENSATION	130.00	0.00	130.96	100.74	0.00	(0.96)
524-123	STATE UNEMPLOYMENT TAXES	162.00	0.00	9.00	5.56	0.00	153.00
524-124	RETIREMENT- TMRS	8,870.00	0.00	6,866.92	77.42	0.00	2,003.08
524-126	HEALTH INSURANCE	7,750.00	0.00	6,940.89	89.56	0.00	809.11
524-127	DENTAL INSURANCE	320.00	0.00	268.29	83.84	0.00	51.71
524-128	LONG TERM DISABILITY	200.00	0.00	177.87	88.94	0.00	22.13
524-129	VISION INSURANCE	50.00	0.00	39.60	79.20	0.00	10.40
	* SUB-CATEGORY TOTAL *	22,672.00	189.71	18,919.99	83.45	0.00	3,752.01
<u>ALLOWANCES/REIMBURSEMENTS</u>							
524-133	BUSINESS- TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00
524-135	BUSINESS MEALS	800.00	0.00	453.51	56.69	0.00	346.49
	* SUB-CATEGORY TOTAL *	800.00	0.00	453.51	56.69	0.00	346.49
<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	1,075.00	76.79	0.00	325.00
524-143	MEMBERSHIPS AND DUES	1,325.00	0.00	1,210.00	91.32	0.00	115.00
524-144	SUBSCRIPTIONS AND BOOKS	1,824.00	0.00	1,190.34	65.26	0.00	633.66
524-146	TRAINING- TRANSPORTATION	1,400.00	0.00	865.20	61.80	0.00	534.80
524-147	TRAINING- LODGING	2,200.00	0.00	1,625.50	73.89	0.00	574.50
524-148	TRAINING- MEALS	850.00	0.00	330.07	38.83	0.00	519.93
	* SUB-CATEGORY TOTAL *	9,349.00	0.00	6,296.11	67.35	0.00	3,052.89

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2022

PAG 4

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	2,719.54	80,667.47	81.73	0.00	18,033.53
<u>200-OPERATIONAL SUPPLIES</u>							
OFFICE SUPPLIES							
524-211	GENERAL OFFICE SUPPLIES	1,000.00	0.00	867.40	86.74	0.00	132.60
524-213	PHOTOGRAPHIC SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
524-214	COMPUTER SUPPLIES	650.00	0.00	164.75	25.35	0.00	485.25
524-215	POSTAGE	100.00	0.00	7.42	7.42	0.00	92.58
* SUB-CATEGORY TOTAL *		1,750.00	0.00	1,039.57	59.40	0.00	710.43
PROGRAM/SPECIAL EVENTS							
524-232	FOOD/MEALS	0.00	0.00	0.00	0.00	0.00	0.00
524-233	CITY SPONSORED EVENTS	17,000.00	0.00	17,000.00	100.00	0.00	0.00
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	20.00	0.95	0.00	2,080.00
* SUB-CATEGORY TOTAL *		19,100.00	0.00	17,020.00	89.11	0.00	2,080.00
OPERATIONAL EQUIPMENT (ADMIN)							
524-261	OFFICE FURNITURE	0.00	0.00	0.00	0.00	0.00	0.00
524-267	COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00
524-269	OTHER OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
* SUB-CATEGORY TOTAL *		0.00	0.00	0.00	0.00	0.00	0.00
** CATEGORY TOTAL **		20,850.00	0.00	18,059.57	86.62	0.00	2,790.43

300-FACILITIES OPERATIONS/MAIN

UTILITIES

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	413.67	68.95	0.00	186.33
* SUB-CATEGORY TOTAL *		625.00	0.00	413.67	66.19	0.00	211.33

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2022

PAG 5

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	413.67	66.19	0.00	211.33
<u>400-EQUIPMENT OPERATIONS/MAINT</u>							
OFFICE EQUIPMENT							
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	0.00	1,068.91	106.89	0.00	(68.91)
* SUB-CATEGORY TOTAL *		1,000.00	0.00	1,068.91	106.89	0.00	(68.91)
** CATEGORY TOTAL **		1,000.00	0.00	1,068.91	106.89	0.00	(68.91)
<u>500-CONTRACT SERVICES AND FEES</u>							
PROFESSIONAL SERVICES							
524-512	ENGINEERING SERVICES	0.00	0.00	1,383.75	0.00	0.00	(1,383.75)
524-519	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
* SUB-CATEGORY TOTAL *		0.00	0.00	1,383.75	0.00	0.00	(1,383.75)
FEES FOR SERVICES							
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
CONTRACT SERVICES							
524-532	SOFTWARE MAINT/LICENSING	200.00	0.00	146.07	73.04	0.00	53.93
524-539	OTHER CONTRACT SERVICES	0.00	0.00	1,543.32	0.00	0.00	(1,543.32)
* SUB-CATEGORY TOTAL *		200.00	0.00	1,689.39	844.70	0.00	(1,489.39)
** CATEGORY TOTAL **		200.00	0.00	3,073.14	536.57	0.00	(2,873.14)

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2022

PAG 6

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	2,719.54	103,282.76	85.09	0.00	18,093.24
*** TOTAL EXPENSES ***		121,376.00	2,719.54	103,282.76	85.09	0.00	18,093.24
*** TOTAL PROFIT / (LOSS) ***		(121,376.00)	(2,719.54)	(103,282.76)	85.09	0.00	(18,093.24)

*** END OF REPORT ***

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2022

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	17,000.00	100.00	0.00	0.00
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	20.00	48,232.00	93.65	0.00	3,268.00
450-	INTERFUND OPERATING T	39,600.00	0.00	29,700.00	75.00	0.00	9,900.00
***	TOTAL REVENUES ***	108,100.00	20.00	94,932.00	87.82	0.00	13,168.00
<u>EXPENDITURE SUMMARY</u>							
615-	CONTRIBUTE TO CIVIC P	108,100.00	819.19	82,675.93	76.48	0.00	25,424.07
***	TOTAL EXPENDITURES ***	108,100.00	819.19	82,675.93	76.48	0.00	25,424.07
***	TOTAL PROFIT / (LOSS) ***	0.00	(799.19)	12,256.07	0.00	0.00	(12,256.07)

CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2022

PAG 2

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
330-INTERGOVERNMENTAL REVENUES							
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	17,000.00	100.00	0.00	0.00
330-236	OTHER CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00
** REVENUE CATEGORY TOTAL **		17,000.00	0.00	17,000.00	100.00	0.00	0.00
430-USE OF MONEY AND PROPERTY							
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
440-DONATIONS FROM PRIVATE SOURCES							
440-351	TAYLOR PRIDE	0.00	0.00	0.00	0.00	0.00	0.00
440-352	FARMERS' MARKET RENTAL FEES	6,000.00	20.00	6,074.00	101.23	0.00	(74.00)
440-353	MAIN STREET CAR SHOW	25,000.00	0.00	22,738.00	90.95	0.00	2,262.00
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	1,595.00	79.75	0.00	405.00
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	17,825.00	127.32	0.00	(3,825.00)
440-359	SPOOKTACULAR	0.00	0.00	0.00	0.00	0.00	0.00
** REVENUE CATEGORY TOTAL **		51,500.00	20.00	48,232.00	93.65	0.00	3,268.00
450-INTERFUND OPERATING TRANSFERS							
450-361	TRANSFER FROM TIF	20,000.00	0.00	15,000.00	75.00	0.00	5,000.00
450-362	TRANSFER FROM H.O.T.	5,000.00	0.00	3,750.00	75.00	0.00	1,250.00
450-365	TRANSFER FROM GENERAL FUND	14,600.00	0.00	10,950.00	75.00	0.00	3,650.00
** REVENUE CATEGORY TOTAL **		39,600.00	0.00	29,700.00	75.00	0.00	9,900.00
*** TOTAL REVENUES ***		108,100.00	20.00	94,932.00	87.82	0.00	13,168.00

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
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100-EMPLOYEE SERVICESWAGES & SALARIES615-111 REGULAR FULL TIME

* SUB-CATEGORY TOTAL *

0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	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	0.00	0.00
------	------	------	------	------	------	------	------

200-OPERATIONAL SUPPLIESPROGRAM/SPECIAL EVENTS615-231 TAYLOR PRIDE615-232 FARMERS' MARKET615-233 CITY SPONSORED EVENTS615-234 FUND RAISING GOODS615-235 MAIN ST CAR SHOW615-236 TAYLOR BLACKLAND PRAIRIE DAYS615-237 WINE SWIRL615-238 CHRISTMAS BAZAAR615-239 SPOOKTACULAR

* SUB-CATEGORY TOTAL *

0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6,000.00	0.00	2,160.16	0.00	36.00	0.00	3,839.84	0.00
5,225.00	0.00	3,600.97	0.00	68.92	0.00	1,624.03	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25,000.00	0.00	30,873.76	0.00	123.50	0.00	(5,873.76)	0.00
25,000.00	0.00	17,294.47	0.00	69.18	0.00	7,705.53	0.00
4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00
1,000.00	0.00	498.84	0.00	49.88	0.00	501.16	0.00
1,550.00	0.00	656.41	0.00	42.35	0.00	893.59	0.00
67,775.00	0.00	55,084.61	0.00	81.28	0.00	12,690.39	0.00

PUBLIC SAFETY SUPPLIES615-240 CITY PARADES

* SUB-CATEGORY TOTAL *

0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

SPECIALTY SUPPLIES615-259 MISC. SUPPLIES

* SUB-CATEGORY TOTAL *

2,500.00	0.00	6,782.55	0.00	271.30	0.00	(4,282.55)	0.00
2,500.00	0.00	6,782.55	0.00	271.30	0.00	(4,282.55)	0.00

** CATEGORY TOTAL **

70,275.00	0.00	61,867.16	0.00	88.04	0.00	8,407.84	0.00
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CITY OF TAYLOR
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2022

PAG 4

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>500-CONTRACT SERVICES AND FEES</u>							
PROFESSIONAL SERVICES							
615-519	OTHER PROFESSIONAL SERVICES	0.00	0.00	1,993.76	0.00	0.00	(1,993.76)
	* SUB-CATEGORY TOTAL *	0.00	0.00	1,993.76	0.00	0.00	(1,993.76)
FEES FOR SERVICES							
615-523	OUTSIDE PRINTING	0.00	0.00	0.00	0.00	0.00	0.00
615-528	ADVERTISING	3,225.00	0.00	626.95	19.44	0.00	2,598.05
	* SUB-CATEGORY TOTAL *	3,225.00	0.00	626.95	19.44	0.00	2,598.05
** CATEGORY TOTAL **							
		3,225.00	0.00	2,620.71	81.26	0.00	604.29
<u>700-CAPITAL OUTLAY</u>							
OFFICE FURNITURE/EQUIPMENT							
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>							
CONTRIBUTIONS/TRANSFERS							
615-811	RENTAL ASSISTANCE	14,600.00	819.19	12,505.56	85.65	0.00	2,094.44
615-813	FACADE GRANT	20,000.00	0.00	5,682.50	28.41	0.00	14,317.50
615-819	OTHER CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00
	* SUB-CATEGORY TOTAL *	34,600.00	819.19	18,188.06	52.57	0.00	16,411.94
** CATEGORY TOTAL **							
		34,600.00	819.19	18,188.06	52.57	0.00	16,411.94

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2022

PAG 5

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
***	DEPARTMENT TOTAL ***	108,100.00	819.19	82,675.93	76.48	0.00	25,424.07
***	TOTAL EXPENSES ***	108,100.00	819.19	82,675.93	76.48	0.00	25,424.07
***	TOTAL PROFIT / (LOSS) ***	0.00	(799.19)	12,256.07	0.00	0.00	(12,256.07)

*** END OF REPORT ***

Main Street Advisory Board

August 17, 2022

Agenda Item Cover Sheet

Regular Agenda – New Business

IV-A

Review, discuss, and consider action on Façade Improvement Grant application packet from Luxon Property Management (on behalf of Property owner Calvin Jayroe) for 303 N Main Street



Taylor Main Street Façade Improvement Grant (FIG) Program

Taylor Main Street is excited to launch the Façade Improvement Grant (FIG) Program. This program is designed to assist property and business owners in rehabilitating the commercial facades of their buildings for the purpose of creating a positive visual impact, stimulating private investment, and complementing other community development efforts.

Our goal is simple. We want to provide you with the resources needed to improve the exterior appearance of your business. Research has shown that exterior building improvements result in an increase in sales in the year after the improvements are made (and this increase is often sustained for several years). Additionally, improvements will motivate owners/tenants of other properties in surrounding areas to make similar investments.

APPLICATION PARAMETERS, PROCESS, AND PROCEDURES:

A. ELIGIBILITY AREA:

In order to be eligible for the FIG Program, you must be located within the Taylor Main Street Program boundaries. (See Attachment 1 – Map)

B ELIGIBLE AND INELIGIBLE GRANT USES:

Eligible Improvement include but are not limited to:

- Complete façade rehabilitation;
- Repair and/or replacement of broken windowpanes, aluminum or wooden windows, and broken storefront window glass;
- Repair and/or replacement of original building materials and decorative details that are deteriorated or missing (cornices, eaves, parapets, and other architectural features);
- Cleaning and/or re-pointing of brick, and other masonry by the gentlest means possible. Sandblasting is not an option;
- Repair, restoration, or replacement of façade masonry, brickwork, or wood;
- Repair or replacement of entrances, doors, display windows, transoms, or upper story windows;
- Removal of metal slipcovers to expose original materials;
- Painting of brick facades where the brick has been previously painted;
- Roof repair;
- Signage;
- Removal and/or installation of awnings, canopies, or shutters;
- Outdoor lighting (installation of new exterior lighting fixtures, repair or replacement of existing lighting fixtures); and/or
- Work on cornices, gutters, and down spouts.



Taylor Main Street Program
400 Porter Street
Taylor, TX 76574
Jan.Harris@TaylorTX.gov



Ineligible Improvements include but are not limited to:

- New construction;
- Structural additions to existing buildings;
- Murals;
- Interior improvements and modifications not related to building facades;
- Non-façade improvements such as billboards, security systems, non-permanent fixtures, parking lots, security bars, interior window coverings;
- Items related to business operations (i.e., inventory, business equipment, etc.);
- Property acquisition;
- Expansion of building area;
- Conversion of use;
- Refinance of existing debt;
- Payment of delinquent taxes; and/or
- Improvements to structures outside of the Façade Improvement Grant boundary

C WHAT YOU NEED TO KNOW:

- A total of \$5,000 is available to be awarded in *matching* grant funding. Grants are required to have a 1:1 match (50% up to \$5,000).
- Grants will be awarded up to \$5,000 per business or property (the maximum a single business or property can receive).
- A business or property owner/tenant may apply for a grant from \$500 to \$5,000 but please note that the business or property owner/tenant must spend an equal amount or more on the project.
- The FIG is a reimbursement grant. The Main Street Program will reimburse eligible expenses that have been paid for by the grantee. In order to obtain a reimbursement, the grantee must submit copies of receipts clearly itemizing eligible expenses and indicating that they have been paid. Taylor Main Street will not advance funds for work that has not been completed.
- Applications will be reviewed by the Main Street Manager to determine grant eligibility and to assure, through an equitable process, that the application meets all applicable design guidelines.
- Applicants will also be required to adhere to all requirements as prescribed by the City of Taylor, including review by the Taylor Main Street Advisory Board prior to any work being done and any permits that are required. Taylor Main Street staff will assist you in this process.
- The completed work must adhere to the final design plans agreed to with the FIG Program Committee to ensure final payment.
- All improvements must meet local, state and federal codes. **All applicable permits MUST be obtained before work begins! Applicants will have the grant rescinded if work is begun without the proper permits.**



- Grants must be submitted and obtain all approvals from Taylor Main Street Advisory Board and Staff as well as the City of Taylor before work begins.
- Taylor Main Street will not reimburse for work on a building that was begun prior to the approval of the grant.
- Unless the applicant receives an extension from the Main Street Office, work approved for grant funding must be completed within one (1) year of the approval of the grant.
- A minimum period of three (3) years must lapse before an owner or tenant may apply for a new façade grant for a specific building or property.
- Applicants who own multiple buildings in the allowable area may submit multiple Façade Improvement Grant Applications.
- Applicants must have a signed Grant Agreement with Taylor Main Street prior to commencing work on the primary facade. Funds spent on primary façade before the Grant Agreement is signed by both parties are not eligible for reimbursement.
- Funding awards cannot be increased after the Grant Agreement is signed. However, if a grant recipient reduces the level of investment, Taylor Main Street must reduce the grant amount previously approved, for a grant cannot equal more than 50% of the façade grant project.
- Applicants delinquent in property taxes are disqualified from applying for the Façade Improvement Grant Program unless delinquency is remedied.

D. APPLICATION PROCESS:

1. Applicant obtains application and a copy of the Secretary of the Interior's Standards from Taylor Main Street.
2. Applicant should consult with the Texas Main Street Design Team for renderings and technical assistance with the proposed project.
3. **Applicant should obtain at least 2 itemized project bids from their contractors of choice.** All bids submitted must be current and must be dated no earlier than 30 days prior to the application request.
4. Upon receipt of a completed application, the Main Street Manager will review the application and supporting documents to ensure it meets the design standards and eligibility requirements.
5. The Taylor Main Street Advisory Board will review the proposed project using the evaluation criteria set forth below and decide as to whether to recommend the approval of the grant request. It may receive recommendations from committees, such as the Design Committee. Committee recommendations shall be advisory only and no recommendation shall be binding to



Taylor Main Street Program
400 Porter Street
Taylor, TX 76574



the Main Street Advisory Board.

6. Upon approval, Taylor Main Street will notify the Applicant of the award, and a letter of commitment will be issued. The Applicant may then begin work on the project. If the application is not approved, the Applicant will be notified of the reasons for rejection, and what, if any, steps may be taken to obtain approval.

E. POST APPLICATION PROCEDURE:

1. Projects MUST be started within 2 months of approval and completed within 12 months, unless otherwise agreed to, in writing, between the parties. Failure to do so may result in the loss of the grant award. It is strongly recommended that projects be "shovel-ready" at the time of application.
2. Changes in the approved work specifications must be approved, in writing, by Taylor Main Street.
3. Taylor Main Street shall be notified within 10 days of the completion of the project, so that it may confirm that the work was done in accordance with the terms of the grant.
4. Within 60 days of the completion of the project, the Applicant shall submit to Taylor Main Street proof of payment for all expenses related to the project, both labor and materials, for which it is seeking reimbursement. Such proof of payment may include copies of paid invoices, lien waivers, cancelled checks, etc.
5. Upon receipt of proof of payment and verification that the work was completed in accordance with the terms of the grant, a check shall be issued to the Applicant for the amount awarded.

I/We affirm to have read this Application Parameters, Process and Procedures document and understand its content.

NAME(S): Monica Luxon
SIGNED: [Signature] DATE: 8/4/2022

The Taylor Main Street Manager will follow up with you to discuss your project and other services we may be able to assist you with. If you have any questions, contact Jan Harris at the Taylor Main Street Office by calling 512-352-3463 or by email at Jan.Harris@TaylorTX.gov.

You may mail, email, or hand deliver this initial request.



Taylor Main Street Program
400 Porter Street
Taylor, TX 76574



TAYLOR MAIN STREET
Façade Improvement Grant (FIG) Program Application

Please return completed the application with necessary attachments and signatures to the Main Street Office in Taylor City Hall. If you have any application questions, please contact the Main Street Manager at 512-352-3463.

Applicant Name <u>Monica Luxon</u>	Date <u>8/21/2022</u>
Business Name <u>Luxon Realty Services</u>	
Mailing Address <u>PO Box 91357</u> <u>Austin, TX 78709</u>	
Contact Phone <u>512-203-7663</u>	Email Address <u>monica@luxonrealtyservices.com</u>
Building Owner (if different from applicant) ~~XXXXXXXXXX~~ <u>Jayroe Management Trust</u>	
Historical/Current Building Name <u>303 N. Main St</u>	
Project Site/Address <u>303 N. Main St. Taylor, TX 76574</u>	

Type of Work: (check all that apply)

☐ Paint Only

☐ Signage

☒ Masonry Cleaning/Paint Removal

☐ Facade & Building Renovation

☐ Awning/Canopy

☒ Uncovering/Replacing Windows

☒ Other: repair wood around windows
prep, prime and paint front of building

Details of planned improvements relating to grant request (attach additional information if necessary).

• repair rotted wood on front facade of building including rebuilding 3
upper window frames w/ glass • power wash front of building
• prime bare wood • prep and paint front of building,
body of building to be painted emaroon color that complements
neighboring brick building, trim paint to be forest green,
see attached for colors • replace large broken glass on 1st
floor store front • sign replacement is addressed in sign reinvestment
grant 24

How will this project benefit Downtown?

This project will benefit Downtown Taylor by beautifying the existing building and improving the integrity of the building for the community to enjoy for years to come. We will be restoring the original 2nd story windows to preserve this building's history.

Project Categories	Estimated Costs	Grant Requested
Facade/Building Rehab		
Awning/Canopy	★ please see attached bids for project	
Signs		
Masonry Clean/Paint Removal		
Paint		
Uncovering/Replacing Windows		
Other:		
Totals		

TOTAL COST OF PROPOSED PROJECT

\$ 19,355.00

TOTAL GRANT REQUEST

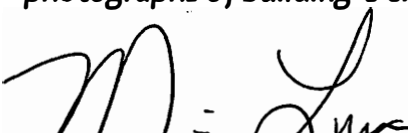
(May not exceed 50% of TOTAL COST up to \$25,000)

\$ 9,677.50

List Contractor Proposals and Total Amounts (please attach original proposals):

1. Eulenfeld Construction & Interiors \$19,355.00
2. ATC Contractors, Inc. \$44,490.75
3. _____

Attach all required color samples of paint, awning/canopy, sign design, etc., as well as photographs of building's exterior facade, roof and foundation.


Applicant's Signature MONICA LUXON

8/4/22
Date


ORBO JAYDE MANAGEMENT TRUST
Signed under written AUTHORITY OF JMA
Property Owner's Signature (if different from the applicant)

8/4/22
Date

DOWNTOWN REINVESTMENT GRANT AGREEMENT FORM

Please complete and return with the Façade Improvement Grant Application to the Main Street Office in City Hall; 400 Porter Street. If you have any questions, please contact the Main Street Manager at 512-352-3463.

I have met with the Main Street Manager, and I have read and fully understand the Façade Improvement Grant procedures established by the Taylor Main Street Advisory Board. I intend to use this grant program for a renovation project to advance the efforts of revitalization and historic preservation of Taylor's historic downtown. *I have not received, nor will I receive insurance monies for this revitalization project.*

I understand that if I am awarded a Façade Improvement Grant by the City of Taylor, any deviation from the approved project may result in the partial or total withdrawal of the grant. (If I am awarded a reinvestment grant for facade, awning or sign work and the facade, sign or awning 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 grant.)

303 N Main St.

Business/Organization Name

M. Luxon

Applicant's Signature

Monica Luxon

Printed Name

8/4/2022

Date

M. Luxon

Building Owner's Signature
(if different from applicant)

Jayroe Management Trust

Printed Name

8/4/2022

Date

*by Monica Luxon, signed under
written authority of Property
Management Agreement*

This section is to be completed by Taylor Main Street staff:

Date completed packet was received: 8/5/22

8/8/22

Date considered by Staff

Approval @ \$5,000.00

Recommendation

Jan Harris

Manager's Signature

Date considered by Main Street
Advisory Board

Recommendation

Chairman's Signature



Taylor Main Street Program
C/O Jan Harris
400 Porter Street
Taylor, TX 76574

August 3, 2022

RE: 303 N. Main Street Taylor, TX 76574 Sign Grant Application and Façade Grant Application for consideration at the August 17, 2022 Board Meeting

Dear Taylor Main Street Board,

This letter is being submitted as required under both the Sign Grant Application and the Façade Grant Application.

My firm is the property management agent for The Jayroe Management Trust, owner of 303 N. Main Street, and represents the owner in the above-referenced matters under written authority of the Property Management Agreement effective December 1, 2020. I've copied both Calvin W. Jayroe and Luanna Jayroe Niece herein, should you have questions in this regard.

I would like to take this opportunity to address the bids included in the grant applications for consideration, as neither application submission includes the preferred three bids for the reasons outlined below.

The façade grant application includes two third-party bids from local reputable contractors. The first bid totals \$19,355.00 and was submitted by Eulenfeld Construction and Interiors. The second bid was submitted by ATC Contractors,

Inc. and totals \$44,490.75. Both vendors have previously performed significant work at 303 N. Main to the satisfaction of both the owner and the property management agent. Despite best efforts, a third bid from a trusted vendor has not been able to be obtained after exhaustive attempts. As the owner desires to remedy known issues in a timely fashion, we respectfully request consideration of the grant with the two bids in hand so as not to delay action on the deteriorating façade any further.

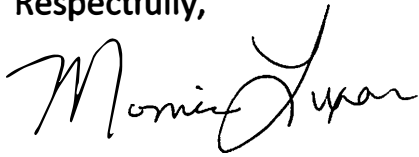
Following review of the proposed scope of work with each vendor, the owner has approved the bid from Eulenfeld Construction totaling \$19,355.00. This bid contemplates saving the existing historic windows. The bid from ATC Contractors, Inc. contemplates replacing the windows, which is more expensive, yet is in line with ATC's comfort level. Eulenfeld Construction is confident in their ability to replace just the rotten sashes on the upper and lower windows, leaving the existing windows in place. The damaged large storefront street-level window will be replaced and the façade of the building will be power washed and painted according to the attached schematic under both scopes of work.

The sign grant application reflects one bid only for sign construction. For clarity purposes, this new façade sign will replace the existing Cottonseed signage which is reflective of a business that no longer operates at this location. The new sign for which grant approval is being sought, will be the sole façade sign. Current and future tenants would be required to utilize window or canopy options for signage with appropriate permitting.

At the owner and property management agent's request, the local vendor who provided the schematic accompanying the application, Occam Studios via Casey Anderson, has worked tirelessly providing both new colors for the façade and the sign design that has been submitted for TMS permit and approval. She has provided multiple drafts following owner-requested revisions. Her pricing is reasonable at \$1250 and she has been committed to a quality project since day one. Neither the owner nor the property management agent desires to waste another professional's time by procuring bids from vendors without the intent to proceed. Given the reasonable bid and the time and effort the vendor has put forth, we respectfully request approval of the attached bid at \$1250 along with the bid of \$541.25 from Art Office Signs totaling \$1791.25 for the signage grant.

Thank you in advance for your consideration. Please contact me with questions or concerns.

Respectfully,

A handwritten signature in black ink, appearing to read "Monica Luxon". The signature is fluid and cursive, with the first name "Monica" written in a larger, more prominent script than the last name "Luxon".

Monica Luxon
Luxon Realty Services
P.O. Box 91357
Austin, 78709
512.203.7663
monica@luxonrealtyservices.com

CC: Calvin W. Jayroe
Luanna Jayroe Niece



Benjamin Moore Paint Colors



Dark Burgundy

2075-10

True Green

2042-10





July 22, 2022

Subject: Front Elevation Façade Restoration

Project: 303 Main Street, Taylor, TX.

Ms. Luxon,

We hereby propose to furnish materials, labor, equipment, workman's comp., liability, prevailing wage rate scale, and auto insurance to complete the following:

1. Wash and prep existing front façade stucco in order to install new elastomeric coating. Color as determined by owner.
2. Rebuild four (4) existing wood sash window frames in place, located above awning at front façade.
3. Paint new wood frames, color determined by owner.
4. Replace one piece of broken glass to the right of entry.

Proposal: \$41,100.00

Sales Tax: \$3,390.75

Total: \$44,490.75

Exclusions: P&P Bond, overtime, permits, metal downspout removal/reinstallation/painting, awning restoration, removal of awning, signage, replacement/painting of parapet roof caps, painting of wood trim at windows located at first floor entry, painting of awning, thru wall flashing, temporary water, restrooms, electricity, dumpsters, roof insulation, flashing associated with roofing, stainless steel flashing, flashing associated with head of windows, and sheet metal flashing.

This proposal is valid for 15 days. Thank you for considering ATC Contractors for this project. If you have any questions, please feel free to call.

Thanks again,

Justin Roppolo

ATC Contractors, Inc.

P.O. Box 932
Georgetown, Texas 78627

(512) 930-3988
www.atccontractorsinc.com

Eulenfeld Construction and Interiors
604 E. Lake Dr.
Taylor, TX 76574
512-365-7174 Fax 512-352-7174

Jayroe, Calvin
303 N. Main St.
Taylor, TX 76574

Page 1

Proposal

8/3/2022

Exterior Paint (front side of building)

Repair rotted wood on front facad of building including rebuilding 3 upper window frames with glass.

Power wash front of building.

Prime bare wood.

Prep and paint front of building. Owner choice of color. No more than 2 different colors.

Replace large broken glass on 1st floor store front.

Does not include signage painting, repair or replacement.

Materials and Labor

\$ 17,880.00

Sales Tax

\$ 1,475.00

Total:

\$ 19,355.00

Note: Because of the size of glass to be replaced on 1st floor, some warpage and some minor imperfections may be noticed.

Any details not specified will be left to the discretion of the contractor.

This proposal may be withdrawn, full or in part, at any time.

50% down, balance upon completion.

Thank You!

Craig J. Eulenfeld

Calvin Jayroe

Date:



Taylor Main Street Program
C/O Jan Harris
400 Porter Street
Taylor, TX 76574

August 3, 2022

RE: Authorization letter to represent The Jayroe Management Trust, owner of 303 N. Main Street Taylor, TX 76574 – Sign Permit & Sign/Façade Grant Applications

Dear Taylor Main Street Board & Permitting Office,

My firm serves as the property management agent for The Jayroe Management Trust, owner of 303 N. Main Street, and represents the owner in all property related matters under written authority of the Property Management Agreement effective December 1, 2020. I've copied both Calvin W. Jayroe and Luanna Jayroe Niece herein, should you have questions in this regard. Thank you.

Respectfully,

A handwritten signature in black ink, appearing to read "Monica Luxon", written in a cursive style.

Monica Luxon
Luxon Realty Services
P.O. Box 91357
Austin, 78709
512.203.7663
monica@luxonrealtyservices.com

CC: Calvin W. Jayroe
Luanna Jayroe Niece



COMMERCIAL PROPERTY MANAGEMENT AGREEMENT

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

1. PARTIES:

A. The parties to this agreement are:

Owner: Jayroe Management Trust c.o. Calvin W. Jayroe

Calvin W. Jayroe, Anna T. Jayroe

Address: 12501 Longhorn Pkwy Apt A361

City, State, Zip: Austin, TX 78732-1279

Phone: (512)433-6133

Fax: _____

E-Mail: cjayroe@prismnet.com, luannajayroe@me.com

Broker: Luxon Realty Services

Address: P.O. Box 91357

City, State, Zip: Austin, TX 75209-1357

Phone: (512)203-7663 mobile

Fax: _____

E-Mail: monica@luxonrealtyservices.com, marlah@luxonrealtyservices.com

B. If Owner is not an individual, Owner is an: ☐ estate ☐ corporation ☐ limited liability company (LLC) ☒ trust ☐ partnership ☐ limited liability partnership (LLP), which entity was chartered or created in Texas (State). The individual signing this agreement for the owner represents to Broker that he or she has the authority to bind Owner to this agreement, to act for Owner, and is acting under his capacity as Trustee/Authorized Representative (title) for the Owner.

C. Owner appoints Broker as Owner's sole and exclusive agent of the real property described in Paragraph 2 to:

☐ (1) manage the Property, but not lease the Property.

☒ (2) manage and lease the Property.

2. PROPERTY: "Property" means:

Address: 321/323 N. Main & Loft@103 W. 4th, Taylor, TX 76570

legally described as: Preslar-Hewitt Building City of Taylor Block 16, Lot 6E

In Williamson County, Texas, together with the following non-real property items: Washer, Dryer, Refrigerator, Dishwasher, Stove, Oven, Microwaves

"Property" also includes any other Property described in any attached Multiple Property Addendum.

3. TERM:

A. Primary Term: The primary term of this agreement begins and ends as follows:

Commencement Date: December 1, 2020

Expiration Date: November 30, 2021

B. Automatic Extension: Unless either party provides written notice of termination to the other party at least 30 days before the Expiration Date, this agreement will automatically extend on a monthly basis until either party terminates by providing at least 30 days written notice to the other party.

(TXR-2202) 4-1-14

Initialed for Identification by Owner CSJ

and Broker/Associate MY

Page 1 of 9

4. AUTHORITY OF BROKER:

A. Management Authority: Owner grants to Broker the following authority which Broker may exercise when and to the extent Broker determines to be in Owner's interest:

- (1) collect and deposit for Owner rents and other charges (for example, returned check charges and late charges) from tenants in the Property in a trust account;
- (2) collect and deposit security deposits from tenants in:
 - ☐ (a) a trust account separate from the account described under Paragraph 4A(1);
 - ☒ (b) the same trust account described under Paragraph 4A(1);
- (3) pay from the account described under Paragraph 4A(1) expenses to operate the Property, including but not limited to, maintenance, taxes, insurance, utilities, repairs, security, management fees, leasing fees, and expenses authorized under this agreement;
- (4) hire contractors to renovate, remodel, or redecorate the Property provided that Broker does not expend more than \$ \$2,500.00 for any single renovation, remodel, or redecoration without Owner's consent;
- (5) terminate leases for the Property, negotiate lease terminations, and serve notices of termination;
- (6) institute and prosecute, at Owner's expense, actions to: (a) evict tenants in the Property; or (b) recover possession of the Property;
- (7) settle, compromise, or withdraw any action described in Paragraph 4A(6);
- (8) negotiate and make reasonable concessions to tenants or former tenants in the Property;
- (9) report payment histories of tenants in the Property to consumer reporting agencies;
- (10) obtain information from any holder of a note secured by a lien on the Property and any insurance company insuring all or part of the Property;
- (11) authorize inspectors, appraisers, contractors, and other brokers and their associates to access the Property at reasonable times for purposes contemplated by this agreement and to lend keys and disclose security codes to such persons to enter the Property;
- (12) display or remove signs, as broker determines appropriate, on the Property in accordance with applicable laws, ordinances, and restrictions; and
- (13) perform other necessary services related to the management of the Property.

B. Leasing Authority: This Paragraph 4B applies only if Broker has the authority to lease the Property under Paragraph 1C. Owner grants to Broker the following authority which Broker may exercise when and to the extent Broker determines to be in Owner's interest:

- (1) advertise the Property for lease by means and methods that Broker determines are reasonably competitive, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media, including the Internet;
- (2) place "For Lease" signs, "For Information" signs, or other signs on the Property in accordance with applicable laws, regulations, ordinances, restrictions, and owners' association rules;
- (3) remove all other signs offering the Property for sale or lease;
- (4) submit the Property as a listing with one or more listing services at any time the Property is marketed for lease and to change or terminate such listings;
- (5) authorize other brokers, their associates, and their clients to access the Property at reasonable times and to lend keys and disclose security codes to such persons to enter the Property;
- (6) duplicate keys and access devices to facilitate convenient and efficient showings of the Property and to lease the Property;
- (7) verify information and references in rental applications from prospective tenants;
- (8) offer to pay another broker from the compensation Broker receives under this agreement a portion of the compensation received by Broker;



- (9) negotiate and execute leases on Owner's behalf for the Property at market rates and on competitively reasonable terms for initial terms of not less than 24 months and not more than 60 months and in accordance with any instructions in Paragraph 20;
- (10) negotiate and execute any amendments, extensions, or renewals to any leases for the Property on Owner's behalf;
- (11) collect application fees from prospective tenants; and
- (12) perform other necessary services related to the leasing of the Property.

C. Record Keeping: Broker will:

- (1) maintain accurate records related to the Property and retain such records for not less than 4 years;
- (2) file reports with the Internal Revenue Service which Broker may be required to file concerning funds received on behalf of Owner under this agreement (for example, Form 1099);
- (3) send to Owner each ☐ quarter ☒ month a statement of receipts, disbursements, and charges; and
- (4) remit to Owner the funds collected by Broker for Owner under this agreement, less authorized deductions:
 - ☒ (a) on a ☐ quarterly ☒ monthly basis;
 - ☐ (b) as Owner may instruct from time to time.

D. Security Deposits:

- (1) Broker will:
 - (a) maintain security deposits received from tenants in the trust account described under Paragraph 4A(2); and
 - (b) in accordance with applicable law and the leases for the Property, account to the tenants for the security deposits, make lawful deductions from the security deposits, and return the security deposit balances to the tenants from the trust account.
- (2) After this agreement ends, Broker will deliver to Owner or the Owner's designee the security deposits held by Broker under leases of the Property, less deductions authorized by this agreement, and will send written notices to the tenants that state:
 - (a) that this agreement has ended;
 - (b) the contact information for the Owner or the Owner's designee; and
 - (c) that Owner is responsible for accounting for and returning the tenant's security deposit.
- (3) If Broker complies with this Paragraph 4D, Owner will indemnify Broker from any claim or loss from a tenant for the return of a security deposit. This Paragraph 4D survives termination of this agreement.

E. Performance Standard: Broker will:

- (1) use reasonable care when exercising Broker's authority and performing under this agreement; and
- (2) exercise discretion when performing under this agreement in a manner that Broker believes to be in Owner's interest, provided that Broker will treat any tenant honestly and fairly.

F. Deductions and Offset: Broker may disburse from any funds Broker holds in trust for Owner:

- (1) any compensation due Broker under this agreement;
- (2) any funds Broker is authorized to expend under this agreement; and
- (3) any reimbursement Broker is entitled to receive under this agreement.

G. Insurance and Attorneys:

- (1) Broker may not file a claim for a casualty loss with the carrier insuring the Property. Broker may communicate with the carrier to facilitate the processing of any claim Owner may file or other matters that Owner instructs Broker to communicate to the carrier.
- (2) Broker may not directly or indirectly employ or pay a lawyer to represent Owner. Broker may communicate with Owner's attorney in accordance with Owner's Instructions.

5. **RELATIONSHIP OF THE PARTIES:** This agreement does not create a partnership or joint venture between the parties. Broker is an independent contractor.
6. **LEGAL COMPLIANCE:** The parties will comply with all obligations, duties, and responsibilities under the Texas Property Code, fair housing laws, and any other statute, administrative rule, ordinance, or restrictive covenant applicable to the use, leasing, management, or care of the Property.
7. **RESERVES:** Upon execution of this agreement, Owner will deposit the following amount with Broker to be held in a trust account as a reserve for Owner: \$ 2,500.00. Broker may, at Broker's discretion, use the reserve to pay any expense related to the management of the Property (including but not limited to Broker's fees). If the balance of the reserve becomes less than the amount stated, Broker may: (a) deduct an amount that will bring the balance to the amount stated from any subsequent rent received on behalf of Owner and deposit the amount into the reserve; or (b) notify Owner that Owner must promptly deposit additional funds with Broker to bring the balance to the amount stated.
8. **ADVANCES:** Owner will, in advance, provide Broker all funds necessary for the leasing and management of the Property. Broker is not obligated to advance any money to Owner or to any other person.

9. **OWNER'S REPRESENTATIONS:**

A. **General:** Except as disclosed in Paragraph 20, Owner represents that:

- (1) Owner has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to lease the Property;
- (2) Owner is not bound by another agreement for the management of the Property that is or will be in effect during this agreement;
- (3) if Broker has the authority to lease the Property under Paragraph 1C, Owner is not bound by: (a) another agreement with another broker for the lease of the Property that will be in effect during this agreement; or (b) any agreement or covenant that prohibits owner from leasing the Property;
- (4) Owner is not delinquent in the payment of any property taxes, owners' association fees, property insurance, mortgage, or any encumbrance on or affecting the Property;
- (5) the Property is not subject to the jurisdiction of any court; and
- (6) all information related to the Property that Owner provides to Broker is true and correct to the best of Owner's knowledge.

B. **Property Condition:** (select (1) or (2) below)

- ☒ (1) Except as stated below, in this agreement, or in any addendum, Owner is not aware of: (1) any condition affecting the Property that materially affects the health or safety of an ordinary tenant; (2) any environmental hazard on the Property; or (3) any violation of any ordinance, statute, restriction, or law related to the Property.

- ☐ (2) Owner has completed a Commercial Property Condition Statement (TXR-1408) which is attached to this Agreement.

10. **OWNER'S COOPERATION:**

A. Owner agrees to:

- (1) cooperate with Broker to facilitate the management of the Property;
- (2) not deal with or negotiate with any tenant in the Property concerning any matter related to the management of the Property but refer all such dealings to Broker;
- (3) not enter into a management agreement with another broker for the management of the Property to become effective during this agreement;
- (4) provide Broker with copies of any existing leases or rental agreements related to the Property;
- (5) provide Broker with keys and access devices to the Property;

- (6) provide Broker with copies of all warranties related to the Property or any item in the Property;
- (7) tender to Broker any security deposits paid by any existing tenants in the Property;
- (8) complete any disclosures or notices required by law or a lease of the Property;
- (9) amend applicable notices and disclosures if a material change occurs during this agreement; and
- (10) notify Broker if Owner becomes delinquent in the payment of: (a) any mortgage or other encumbrance secured by the Property; (b) property taxes; (c) property insurance; or (d) owners' association fees.

- B. If Broker has the authority to lease the Property under Paragraph 1C, Owner further agrees to
- (1) cooperate with Broker to facilitate the showing, marketing, and lease of the Property;
 - (2) not rent or lease the Property to anyone without Broker's prior written approval;
 - (3) not negotiate with any prospective tenant who might contact Owner directly, but refer all prospective tenants to Broker;
 - (4) not deal with or negotiate with any tenant in the Property concerning any matter related to the leasing of the Property but refer all such dealings to Broker; and
 - (5) not enter into a listing agreement with another broker for the rental or leasing of the Property to become effective during this agreement.

11: INSURANCE:

- A. At all times during this agreement, Owner must maintain in effect:
- (1) a public liability insurance policy that names Broker as a co-insured or additional insured and covers losses related to the Property in an amount of not less than \$ 1,000,000.00 on an occurrence basis; and
 - (2) an insurance policy for the Property in an amount equal to the reasonable replacement cost of the Property's improvements and that contains endorsements which contemplate the leasing of the Property with vacancies between lease terms.
 - (3) rental replacement insurance in an amount not less than the annual expected rentals of the Property.
- B. Not later than the 15th day after the Commencement Date, Owner must deliver to Broker copies of certificates of insurance evidencing the coverage required under Paragraph 11A. If the coverage changes at any time during this agreement, Owner must deliver to Broker a copy of the insurance certificate evidencing the change not later than 10 days after the change.
- C. If Owner fails to comply with Paragraphs 11A or 11B, Broker may:
- (1) purchase insurance that will provide Broker the same coverage as the required insurance under Paragraph 11A(1) and Owner must promptly reimburse Broker for such expense; or
 - (2) exercise Broker's remedies under Paragraph 17.
- D. Owner will comply with all the requirements of the insurance policies obtained in compliance with Paragraph 11A.

12. BROKER'S FEES: All fees to Broker under this agreement are payable in Travis County, Texas. This Paragraph 12 survives termination of this agreement with regard to fees earned during this agreement which are not payable until after its termination. Broker may deduct any fees under this Paragraph 12 from any funds Broker holds in trust for Owner. If more than one property or unit is made part of and subject to this agreement, each of the provisions below will apply to each property or unit separately.

☒ A. **Management Fees:** Each month Owner will pay Broker the greater of \$ (minimum 500.00 management fee) or: (Check one box only.)

- ☒ (1) 6.000 % of the base monthly rents ☐ and additional rents, collected that month.
- ☐ (2) _____

A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the minimum management fee. Management fees under this Paragraph 12A are earned daily and are payable not later than the last day of each month.

☒ B. Leasing Fees for New Tenancies: Each time the Property is leased to a new tenant, Owner will pay Broker a leasing fee equal to: (Check one box only.)

☒ (1) 6.000 % of the base rents ☐ and additional rents, to be paid under the lease.

☐ (2) _____

The leasing fees under this Paragraph 12B are earned and payable at the time the lease is executed.

☒ C. Renewal or Extension Fees: Each time a tenant in the Property renews or extends a lease, Owner will pay Broker a renewal or extension fee equal to: (Check one box)

☒ (1) 4.000 % of the base rents ☐ and additional rents, to be paid under the renewal or extension.

☐ (2) _____

The renewal or extension fees under this Paragraph 12C are earned at the time the renewal or lease is executed by the parties to the lease and are payable at the time the renewal or extension is effective. For the purposes of this paragraph, a new lease for the same Property with the same tenant then occupying the Property is an extension or renewal. This Paragraph 12C does not apply to month-to-month renewals or month-to-month extensions.

☒ D. Fees in the Event of a Sale:

(1) Fee if a Tenant Purchases Property: If at any time during this agreement or within 180 days after it ends, Owner sells the Property to a tenant who occupied the Property during the term of this agreement, Owner will pay Broker a fee equal to: (Check one box only.)

☒ (a) 3.000 % of the sales price.

☐ (b) _____

Fees under this Paragraph 12D(1) are earned at the time Owner agrees to sell the Property and are payable at the time the sale closes.

(2) Fee if Buyer is Procured through Broker: If during this agreement, Owner agrees to sell the Property to a person other than a tenant who occupied the Property and Broker procures the buyer, directly or through another broker, Owner will pay Broker a fee equal to: (Check one box only.)

☐ (a) _____ % of the sales price.

☒ (b) To be addressed in a separate listing agreement if Owner chooses to engage Broker to sell Property

Fees under this Paragraph 12D(2) are earned at the time Owner agrees to sell the Property and are payable at the time the sale closes.

(3) Sale Coordination Fees: If at any time during this agreement Owner agrees to sell the Property and Broker is not paid a fee under Paragraph 12D(1) or (2), Owner will pay Broker _____ for Broker's time and services to coordinate showings, inspections, appraisals, repairs, and other related matters. Fees under this Paragraph 12D(3) are earned at the time such services are rendered and payable upon Owner's receipt of Broker's invoice.

(4) Definition: "Sell" means to agree to sell, convey, transfer or exchange any interest in the Property whether by oral or written agreement or option.

(5) Separate Listing Agreement Controls: If Owner sells the Property and pays Broker the fee under a separate written listing agreement between Owner and Broker this Paragraph 12D will not

☐ E. Service Fees: Each time Broker arranges for the Property to be repaired, maintained, redecorated, or altered as permitted by this agreement, Owner will pay Broker a service fee equal to: (Check one box only.)

☐ (1) _____ % of the total cost of each repair, maintenance, alteration, or redecoration.

☐ (2) _____

The service fees under this Paragraph 12E are earned at the time the repair, maintenance, redecoration, or alteration is made and are payable upon Owner's receipt of Broker's invoice.

☐ F. Interest on Trust Accounts: Any trust account Broker maintains under this agreement may be an interest-bearing or income producing account. Broker may retain any interest or income from such account as compensation under this agreement. Broker will remove any interest or income payable under this Paragraph 12F from the trust account not later than the 30th day after the interest or income is paid.

- ☐ G. **Administrative Fees:** If Broker collects administrative charges from tenants or prospective tenants, including but not limited to, application fees, returned check fees, or late charges (as authorized under Paragraph 4A), Broker will retain such fees as compensation under this agreement. The administrative fees under this Paragraph 12G are earned and payable at the time Broker collects such fees.
- ☒ H. **Fees Related to Legal Proceedings:** If Owner requests or instructs Broker to appear in any legal proceeding or deposition related to the Property (including, but not limited to, evictions, tenant disputes, security deposit disputes, and suits for damages), Owner will pay Broker \$ 50.00 per hour for Broker's time expended in such matters and in preparation of such matters. Fees under this Paragraph 12H are earned at the time the services are rendered and payable upon Owner's receipt of Broker's invoice.
- ☐ I. **Other:** _____

13. RESERVED.

14. EXPENSE REIMBURSEMENT: Upon Owner's receipt of Broker's invoice, Owner will reimburse Broker the following expenses that are related to the leasing or management of the Property: (a) copy charges; (b) charges for long distance telephone calls or facsimile transmissions; (c) regular, express, or certified mail charges; (d) notary fees; (e) photo and video; (f) reasonable travel expenses, including but not limited to mileage reimbursement (at the standard mileage rate published by the IRS), parking expenses, and tolls; and (g) any other expenditures Broker is authorized to make under this agreement for Owner or that Owner otherwise authorizes Broker to make for Owner.

15. FUNDS RECEIVED AFTER TERMINATION: If Broker receives any funds on behalf of Owner after this agreement ends (for example, rent, damages, past due amounts, and others), Broker will deposit those funds in Broker's trust account and will: (a) pay _____ % of the funds received to Broker as compensation for services (for example, research, accounting, communicating, and processing) rendered at that time; and (b) pay the balance of the funds to Owner. This provision survives termination of this agreement.

16. LIABILITY AND INDEMNIFICATION:

- A. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:
- (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism, theft, or other criminal acts);
 - (3) freezing or leaking water pipes;
 - (4) a dangerous condition or environmental condition on the Property; or
 - (5) the Property's non-compliance with any law or ordinance.
- B. Broker is not responsible or liable in any manner for:
- (1) any late fees or other charges Owner incurs to any creditor caused by late or insufficient payments by any tenant in the Property; or
 - (2) damages to Owner caused by a tenant's breach of a lease.
- C. Owner agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:
- (1) are caused by Owner, negligently or otherwise;
 - (2) arise from Owner's failure to disclose any material or relevant information about the Property;

- (3) are caused by Owner giving incorrect information to any person; or
(4) are related to the management of the Property and are not caused by Broker, negligently or otherwise.

D. Owner is responsible and liable for all contracts and obligations related to the Property (for example, maintenance, service, repair and utility agreements) entered into before or during this agreement by Owner or by Broker under Broker's authority under this agreement. Owner agrees to hold Broker harmless from all claims related to any such contracts.

17. DEFAULT: A party is in default of this agreement if the party fails to cure a breach or any violation of this agreement within 10 days after receipt of written demand to cure the breach from the other party. If either party is in default, the non-defaulting party may: (a) terminate this agreement by providing at least 10 days written notice; (b) recover all amounts due to the non-defaulting party under this agreement; (c) recover reasonable collection costs and attorney's fees; and (d) exercise any other remedy available at law. Broker is also entitled to recover any compensation Broker would have been entitled to receive if Owner did not breach this agreement.

18. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

19. ATTORNEY'S FEES: If Owner or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

20. SPECIAL PROVISIONS:

This Agreement may be cancelled by either Party, for any reason, with thirty (30) days written notice.

Owner will maintain control over any Security Deposits.

[Signature]

21. ADDENDA: Incorporated into this agreement are the following addenda, exhibits, and other information:

- ☒ A. Information About Brokerage Services (TXR-2501)
☐ B. Multiple Property Addendum (TXR-2204)
☐ C. Addendum for Authorization to Act for Owner before Owners' Association (TXR-2205)
☐ D. Copy of Rules and Regulations of an Owners' Association
☐ E. Copy of the Owners' Association Bylaws and Deed Restrictions affecting the Property
☐ F. Commercial Property Condition Statement (TXR-1408)
☐ G. Documents authorizing execution of this agreement by the person signing
☐ H. _____

Note: Complete and deliver to Broker IRS W-9 Form or similar form.

(TXR-2202) 4-1-14

Initiated for Identification by Owner *[Signature]* and Broker/Associate *[Signature]*

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22. AGREEMENT OF PARTIES:

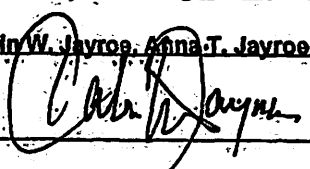
- A. **Entire Agreement:** This document contains the entire agreement of the parties and may not be changed except by written agreement.
- B. **Assignments:** Neither party may assign this agreement without the written consent of the other party.
- C. **Binding Effect:** Owner's obligation to pay Broker an earned fee is binding upon Owner and Owner's heirs, administrators, executors, successors, and permitted assignees.
- D. **Joint and Several:** All Owners executing this agreement are jointly and severally liable for the performance of all its terms. Any act or notice to, refund to, or signature of, any one or more of the Owners regarding any term of this agreement, its extension, its renewal, or its termination is binding on all Owners executing this agreement.
- E. **Governing Law:** Texas law governs the interpretation, validity, performance, and enforcement of this agreement.
- F. **Severability:** If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.
- G. **Context:** When the context requires, singular nouns and pronouns include the plural.
- H. **Notices:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

23. INFORMATION:

- A. **Broker's fees or the sharing of fees between brokers are not fixed; controlled; recommended; suggested; or maintained by the Association of REALTORS® or any listing service.**
- B. **The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (for example, creed, status as a student, marital status, sexual orientation, or age).**
- C. **Broker cannot give legal advice. READ THIS AGREEMENT CAREFULLY. If you do not understand the effect of this agreement, consult an attorney BEFORE signing.**

Owner: Jayroe Management Trust c.o. Calvin W. Jayroe

Calvin W. Jayroe, Anna T. Jayroe

By: 

By (signature): _____

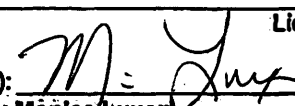
Printed Name: Calvin W. Jayroe

Title: Trustee Date: 10/21/20

Broker:

Broker / Company Name: Luxon Realty Services

License No. 9002103

By (signature): 

Printed Name: Monica Luxon

Title: Broker Associate License No. 569538

Date: 10/23/2020

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____



MULTIPLE PROPERTY ADDENDUM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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ADDENDUM TO LEASING AND MANAGEMENT AGREEMENT BETWEEN THE UNDERSIGNED PARTIES COMMENCING December 1, 2020

In addition to the Property described in Paragraph 2 of the above-referenced agreement, the term "Property" also includes the following properties.

Address (include unit nos.): 303 N. Main Street, Taylor, TX. 76574

legally described as: Block 16, Lot 1, City of Taylor

in Williamson County, Texas, together with the following non-real-property items:

Notes: Management Fee to equal 6% of base rent collected monthly. Owner reserves to be transferred between each property as needed.

Address (include unit nos.): _____

legally described as: _____

in _____ County, Texas, together with the following non-real-property items:

Notes: _____

Address (include unit nos.): _____

legally described as: _____

in _____ County, Texas, together with the following non-real-property items:

Notes: _____

Address (include unit nos.): _____

legally described as: _____

in _____ County, Texas, together with the following non-real-property items:

Notes: _____

Luxon Realty Services

Broker's Printed Name

By: _____

Broker's Associate's Signature

Monica Luxon

Date

10/23/2020

Jayroe Management Trust c/o Calvin W. Jayroe, Trustee

Owner

By: _____

Date

8/21/20

Owner

By: _____

Date

(TXR-2204) 8-26-04

Page 1 of 1



11/2/2015

Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>RLMK W.O.L.F. Real Estate Solutions, LLC</u>	<u>9002103</u>	<u>monica@luxonrealtyservices.com</u>	<u>(512)203-7663</u>
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
<u>S&P Management Group/Luxon Realty Services</u>	<u>9002103</u>	<u>monica@luxonrealtyservices.com</u>	<u>(512)203-7663</u>
Designated Broker of Firm	License No.	Email	Phone
<u>Monica Luxon</u>	<u>569538</u>	<u>monica@luxonrealtyservices.com</u>	<u>(512)203-7663</u>
Licensed Supervisor of Sales Agent/	License No.	Email	Phone
Associate			
<u>Mariah Watkins</u>	<u>625263</u>	<u>mariah@luxonrealtyservices.com</u>	<u>(512)382-9965</u>
Sales Agent/Associate's Name	License No.	Email	Phone
	<u>8/12/19</u>	<u>8/12/19</u>	
	Buyer/Tenant/Seller/Landlord/Initials	Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date

RLMK WOLF Real Estate Solutions, LLC, PO BOX 91357 Austin TX 78709
Monica Luxon

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com

Phone: (512)203-7663

Fax: (512)919-4055

Broker Policy and

Main Street Advisory Board

August 17, 2022

Agenda Item Cover Sheet

Regular Agenda – New Business

IV-B

Review, discuss, and consider action on Signage Grant application packet from Luxon Property Management (on behalf of property owner Calvin Jayroe) for 303 N Main Street

**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 Monica Luxon Date 8/4/2022
- ◆ Business Name Luxon Realty Services
- ◆ Mailing Address PO Box 91357, Austin TX, 78709
- ◆ Contact Phone 512-203-7663 Email Address monica@luxonrealtyservices.com
- ◆ Building Owner (if different from applicant) ~~XXXXX~~ Jayroe Management Trust
- ◆ Building Name 303 N Main St.
- ◆ Building Address 303 N Main St. Taylor TX, 76574
- ◆ Description of sign/s and installation: (includes signboards, projecting signs, and pedestrian signage)
 - this will be side facade sign • circular w/ 4ft diameter totaling 12.57 sq ft • sign composed of ACM Aluminum substrate
 - to be secured to building at the ~~current~~ location of current sign
 - current sign will be replaced w/ new signage • please see attached
- ◆ List sign company proposals and total amounts (please attach original proposals):
 1. Occam Studio, will create and manufacture sign \$1250.00
 2. Art Office Signs, will be installing sign \$541.25
 3. _____
- ◆ Total cost of proposed sign/s: \$1,791.25
- ◆ Amount of Sign Grant requested: \$895.62
(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.

M. Luxon
Applicant's Signature8/4/2022
Date

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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.

303 N. Main St.

Business Name

[Signature]

Applicant's Signature

8/4/2022

Date

[Signature]

8/4/2022

Building Owner's Signature Jaycee Management Trust, by Monica Luxon, Date

signed under written authority of Property Management Agreement

Taylor Main Street Manager's Signature

Date

Taylor Main Street Advisory Board's Approval

Date



Taylor Main Street Program
C/O Jan Harris
400 Porter Street
Taylor, TX 76574

August 3, 2022

RE: 303 N. Main Street Taylor, TX 76574 Sign Grant Application and Façade Grant Application for consideration at the August 17, 2022 Board Meeting

Dear Taylor Main Street Board,

This letter is being submitted as required under both the Sign Grant Application and the Façade Grant Application.

My firm is the property management agent for The Jayroe Management Trust, owner of 303 N. Main Street, and represents the owner in the above-referenced matters under written authority of the Property Management Agreement effective December 1, 2020. I've copied both Calvin W. Jayroe and Luanna Jayroe Niece herein, should you have questions in this regard.

I would like to take this opportunity to address the bids included in the grant applications for consideration, as neither application submission includes the preferred three bids for the reasons outlined below.

The façade grant application includes two third-party bids from local reputable contractors. The first bid totals \$19,355.00 and was submitted by Eulenfeld Construction and Interiors. The second bid was submitted by ATC Contractors,

Inc. and totals \$44,490.75. Both vendors have previously performed significant work at 303 N. Main to the satisfaction of both the owner and the property management agent. Despite best efforts, a third bid from a trusted vendor has not been able to be obtained after exhaustive attempts. As the owner desires to remedy known issues in a timely fashion, we respectfully request consideration of the grant with the two bids in hand so as not to delay action on the deteriorating façade any further.

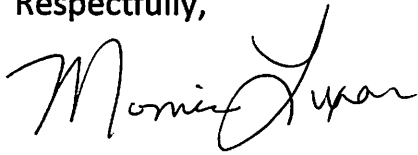
Following review of the proposed scope of work with each vendor, the owner has approved the bid from Eulenfeld Construction totaling \$19,355.00. This bid contemplates saving the existing historic windows. The bid from ATC Contractors, Inc. contemplates replacing the windows, which is more expensive, yet is in line with ATC's comfort level. Eulenfeld Construction is confident in their ability to replace just the rotten sashes on the upper and lower windows, leaving the existing windows in place. The damaged large storefront street-level window will be replaced and the façade of the building will be power washed and painted according to the attached schematic under both scopes of work.

The sign grant application reflects one bid only for sign construction. For clarity purposes, this new façade sign will replace the existing Cottonseed signage which is reflective of a business that no longer operates at this location. The new sign for which grant approval is being sought, will be the sole façade sign. Current and future tenants would be required to utilize window or canopy options for signage with appropriate permitting.

At the owner and property management agent's request, the local vendor who provided the schematic accompanying the application, Occam Studios via Casey Anderson, has worked tirelessly providing both new colors for the façade and the sign design that has been submitted for TMS permit and approval. She has provided multiple drafts following owner-requested revisions. Her pricing is reasonable at \$1250 and she has been committed to a quality project since day one. Neither the owner nor the property management agent desires to waste another professional's time by procuring bids from vendors without the intent to proceed. Given the reasonable bid and the time and effort the vendor has put forth, we respectfully request approval of the attached bid at \$1250 along with the bid of \$541.25 from Art Office Signs totaling \$1791.25 for the signage grant.

Thank you in advance for your consideration. Please contact me with questions or concerns.

Respectfully,

A handwritten signature in black ink, appearing to read "Monica Luxon". The signature is fluid and cursive, with the first name "Monica" written in a larger, more prominent script than the last name "Luxon".

Monica Luxon
Luxon Realty Services
P.O. Box 91357
Austin, 78709
512.203.7663
monica@luxonrealtyservices.com

CC: Calvin W. Jayroe
Luanna Jayroe Niece







Occam Studio

817 Howard St.
Taylor, Texas 76574
(774) 570-1804

303 North Main St. Cut Sign

OVERVIEW

Occam Studio to be Commissioned for a Circular 12.57 sqft ACM Cut Sign

SPECIFICATIONS

Occam Studio to be commissioned to fabricate and paint an Aluminum Composite Material Cut Sign utilizing classic, hand-painted, sign painting techniques proven to stand the test of time. The painting will be done on a cut aluminum composite material and then mounted on the building by another party. The sign will have predrilled holes in the design to allow it to be bolted to the facade.



ACM Aluminum substrate
\$1,250





201 W. 2nd Street
Taylor, TX 76574
(512) 365-2010

A full service sign company
www.artofficesigns.com

ESTIMATE

EST-3680

PO Number: Mariah

Payment Terms: Cash Customer

Created Date: 8/3/2022

DESCRIPTION: Install existing Circular sign with 2 Ft Radius at 303 N Main St with Lift

Bill To: Luxon Realty Group
Luxon Realty Group
Taylor, TX 76574
US

Installed: Luxon Realty Group
303 N Main Street
303 N Main Street
Taylor , TX 76574
US

Requested By: Mariah Watkins

Email: spmg.mariah@gmail.com

Work Phone: (512) 382-9965

Salesperson: House Corporate

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	Install existing Circular sign with 2 Ft Radius at 303 N Main St with Lift	1	\$200.00	\$200.00	\$200.00
1.1	Installation of custom size Sign (Inv or used) (AUS) - Part Qty: 1				
2	Lift Charges	1	\$300.00	\$300.00	\$300.00
2.1	Towable Lift (AUS) - Part Qty: 1				
Subtotal:					\$500.00
Taxable Amount:					\$500.00
Taxes:					\$41.25
Grand Total:					\$541.25

Signature: _____ Date: _____



City of Taylor Sign - New or Reface

Pemit # 2022-11256

Issued Date 8/4/2022
Expiration Date 1/31/2023

Job Address 303 North Main St.

Project Sign Permit

Subdivision

Building Use Business

Lot

Occupany

Block

Type

Valuation

Sq. Ft. 13.00

Business Name

Zoning

Owner Jayroe Management Trust - Calvin Jayroe

Contractor N/A

Phone No Number Provided

Fees		Amount
Sign - New or Reface		\$60.80
Technology Fee (15.00)		\$15.00
Credit Card Processing Fee (\$3.00)		\$3.00
Inspection Fee (Commercial)		\$75.00
	Total	\$153.80

Special Notes:

- Please print and post this permit document at the job site. This permit shall remain posted throughout the construction.
- Please keep a set of reviewed plans at the job site, at all times, during construction.
- 2018 International Residential Code, 2018 International Building Code, 2020 National Electrical Code, 2018 International Fire Code, 2018 International Mechanical Code, 2018 International Plumbing Code, 2018 International Fuel Gas Code, 2018 Energy Conservation Code, 2018 International Existing Building Code, 2018 International Property Maintenance Code and 2018 International Swimming Pool and Spa Code.
- Comply with the City of Taylor, Code of Ordinances including Sec. 19-4 Noise and the Engineering Manual.
- Keep the site clean.
- Comply with all plat requirements.
- Obtain all required inspections and secure all required permits, including electrical, plumbing, HVAC and irrigation permits
- Please request inspections by 3 pm for the following day inspections.
- Waste Connections (512.282.3508) is the sole provider for commercial and residential trash and refuse services for the City of Taylor.

This permit becomes null and void if work or authorized construction is not commenced within 6 months. If this project is not completed within one year, a new permit must be obtained.

I certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulation or the performance of construction.

City of Taylor

8/4/2022

Date



Taylor Main Street Program
C/O Jan Harris
400 Porter Street
Taylor, TX 76574

August 3, 2022

RE: Authorization letter to represent The Jayroe Management Trust, owner of 303 N. Main Street Taylor, TX 76574 – Sign Permit & Sign/Façade Grant Applications

Dear Taylor Main Street Board & Permitting Office,

My firm serves as the property management agent for The Jayroe Management Trust, owner of 303 N. Main Street, and represents the owner in all property related matters under written authority of the Property Management Agreement effective December 1, 2020. I've copied both Calvin W. Jayroe and Luanna Jayroe Niece herein, should you have questions in this regard. Thank you.

Respectfully,

Monica Luxon
Luxon Realty Services
P.O. Box 91357
Austin, 78709
512.203.7663
monica@luxonrealtyservices.com

CC: Calvin W. Jayroe
Luanna Jayroe Niece



COMMERCIAL PROPERTY MANAGEMENT AGREEMENT

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

1. PARTIES:

A. The parties to this agreement are:

Owner: Jayroe Management Trust c.o. Calvin W. Jayroe

Calvin W. Jayroe, Anna T. Jayroe

Address: 12501 Longhorn Pkwy Apt A361

City, State, Zip: Austin, TX 78732-1279

Phone: (512)433-6133

Fax: _____

E-Mail: cjayroe@prismnet.com, luannajayroe@me.com

Broker: Luxon Realty Services

Address: P.O. Box 91357

City, State, Zip: Austin, TX 75209-1357

Phone: (512)203-7663 mobile

Fax: _____

E-Mail: monica@luxonrealtyservices.com, mariah@luxonrealtyservices.com

B. If Owner is not an individual, Owner is an: ☐ estate ☐ corporation ☐ limited liability company (LLC)
☒ trust ☐ partnership ☐ limited liability partnership (LLP), which entity was chartered or created in
Texas (State). The individual signing this agreement for the owner
represents to Broker that he or she has the authority to bind Owner to this agreement, to act for
Owner, and is acting under his capacity as Trustee/Authorized Representative (title) for the Owner.

C. Owner appoints Broker as Owner's sole and exclusive agent of the real property described in
Paragraph 2 to:

☐ (1) manage the Property, but not lease the Property.

☒ (2) manage and lease the Property.

2. PROPERTY: "Property" means:

Address: 321/323 N. Main & Loft@103 W. 4th, Taylor, TX 76570

legally described as: Preslar-Hewitt Building City of Taylor Block 16, Lot 6E

in Williamson County, Texas, together with the following non-real property
items: Washer, Dryer, Refrigerator, Dishwasher, Stove, Oven, Microwaves

"Property" also includes any other Property described in any attached Multiple Property Addendum.

3. TERM:

A. Primary Term: The primary term of this agreement begins and ends as follows:

Commencement Date: December 1, 2020

Expiration Date: November 30, 2021

B. Automatic Extension: Unless either party provides written notice of termination to the other party at
least 30 days before the Expiration Date, this agreement will automatically extend on a monthly basis
until either party terminates by providing at least 30 days written notice to the other party.

(TXR-2202) 4-1-14

Initialed for Identification by Owner anj

and Broker/Associate my

Page 1 of 9

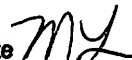
4. AUTHORITY OF BROKER:

A. Management Authority: Owner grants to Broker the following authority which Broker may exercise when and to the extent Broker determines to be in Owner's interest:

- (1) collect and deposit for Owner rents and other charges (for example, returned check charges and late charges) from tenants in the Property in a trust account;
- (2) collect and deposit security deposits from tenants in:
 - ☐ (a) a trust account separate from the account described under Paragraph 4A(1);
 - ☒ (b) the same trust account described under Paragraph 4A(1);
- (3) pay from the account described under Paragraph 4A(1) expenses to operate the Property, including but not limited to, maintenance, taxes, insurance, utilities, repairs, security, management fees, leasing fees, and expenses authorized under this agreement;
- (4) hire contractors to renovate, remodel, or redecorate the Property provided that Broker does not expend more than \$ \$2,500.00 for any single renovation, remodel, or redecoration without Owner's consent;
- (5) terminate leases for the Property, negotiate lease terminations, and serve notices of termination;
- (6) institute and prosecute, at Owner's expense, actions to: (a) evict tenants in the Property; or (b) recover possession of the Property;
- (7) settle, compromise, or withdraw any action described in Paragraph 4A(6);
- (8) negotiate and make reasonable concessions to tenants or former tenants in the Property;
- (9) report payment histories of tenants in the Property to consumer reporting agencies;
- (10) obtain information from any holder of a note secured by a lien on the Property and any insurance company insuring all or part of the Property;
- (11) authorize inspectors, appraisers, contractors, and other brokers and their associates to access the Property at reasonable times for purposes contemplated by this agreement and to lend keys and disclose security codes to such persons to enter the Property;
- (12) display or remove signs, as broker determines appropriate, on the Property in accordance with applicable laws, ordinances, and restrictions; and
- (13) perform other necessary services related to the management of the Property.

B. Leasing Authority: This Paragraph 4B applies only if Broker has the authority to lease the Property under Paragraph 1C. Owner grants to Broker the following authority which Broker may exercise when and to the extent Broker determines to be in Owner's interest:

- (1) advertise the Property for lease by means and methods that Broker determines are reasonably competitive, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media, including the Internet;
- (2) place "For Lease" signs, "For Information" signs, or other signs on the Property in accordance with applicable laws, regulations, ordinances, restrictions, and owners' association rules;
- (3) remove all other signs offering the Property for sale or lease;
- (4) submit the Property as a listing with one or more listing services at any time the Property is marketed for lease and to change or terminate such listings;
- (5) authorize other brokers, their associates, and their clients to access the Property at reasonable times and to lend keys and disclose security codes to such persons to enter the Property;
- (6) duplicate keys and access devices to facilitate convenient and efficient showings of the Property and to lease the Property;
- (7) verify information and references in rental applications from prospective tenants;
- (8) offer to pay another broker from the compensation Broker receives under this agreement a portion of the compensation received by Broker;



- (9) negotiate and execute leases on Owner's behalf for the Property at market rates and on competitively reasonable terms for initial terms of not less than 24 months and not more than 60 months and in accordance with any instructions in Paragraph 20;
- (10) negotiate and execute any amendments, extensions, or renewals to any leases for the Property on Owner's behalf;
- (11) collect application fees from prospective tenants; and
- (12) perform other necessary services related to the leasing of the Property.

C. Record Keeping: Broker will:

- (1) maintain accurate records related to the Property and retain such records for not less than 4 years;
- (2) file reports with the Internal Revenue Service which Broker may be required to file concerning funds received on behalf of Owner under this agreement (for example, Form 1099);
- (3) send to Owner each ☐ quarter ☒ month a statement of receipts, disbursements, and charges; and
- (4) remit to Owner the funds collected by Broker for Owner under this agreement, less authorized deductions:
 - ☒ (a) on a ☐ quarterly ☒ monthly basis;
 - ☐ (b) as Owner may instruct from time to time.

D. Security Deposits:

- (1) Broker will:
 - (a) maintain security deposits received from tenants in the trust account described under Paragraph 4A(2); and
 - (b) in accordance with applicable law and the leases for the Property, account to the tenants for the security deposits, make lawful deductions from the security deposits, and return the security deposit balances to the tenants from the trust account.
- (2) After this agreement ends, Broker will deliver to Owner or the Owner's designee the security deposits held by Broker under leases of the Property, less deductions authorized by this agreement, and will send written notices to the tenants that state:
 - (a) that this agreement has ended;
 - (b) the contact information for the Owner or the Owner's designee; and
 - (c) that Owner is responsible for accounting for and returning the tenant's security deposit.
- (3) If Broker complies with this Paragraph 4D, Owner will indemnify Broker from any claim or loss from a tenant for the return of a security deposit. This Paragraph 4D survives termination of this agreement.

E. Performance Standard: Broker will:

- (1) use reasonable care when exercising Broker's authority and performing under this agreement; and
- (2) exercise discretion when performing under this agreement in a manner that Broker believes to be in Owner's interest, provided that Broker will treat any tenant honestly and fairly.

F. Deductions and Offset: Broker may disburse from any funds Broker holds in trust for Owner:

- (1) any compensation due Broker under this agreement;
- (2) any funds Broker is authorized to expend under this agreement; and
- (3) any reimbursement Broker is entitled to receive under this agreement.

G. Insurance and Attorneys:

- (1) Broker may not file a claim for a casualty loss with the carrier insuring the Property. Broker may communicate with the carrier to facilitate the processing of any claim Owner may file or other matters that Owner instructs Broker to communicate to the carrier.
- (2) Broker may not directly or indirectly employ or pay a lawyer to represent Owner. Broker may communicate with Owner's attorney in accordance with Owner's instructions.

5. **RELATIONSHIP OF THE PARTIES:** This agreement does not create a partnership or joint venture between the parties. Broker is an independent contractor.
6. **LEGAL COMPLIANCE:** The parties will comply with all obligations, duties, and responsibilities under the Texas Property Code, fair housing laws, and any other statute, administrative rule, ordinance, or restrictive covenant applicable to the use, leasing, management, or care of the Property.
7. **RESERVES:** Upon execution of this agreement, Owner will deposit the following amount with Broker to be held in a trust account as a reserve for Owner: \$ 2,500.00. Broker may, at Broker's discretion, use the reserve to pay any expense related to the management of the Property (including but not limited to Broker's fees). If the balance of the reserve becomes less than the amount stated, Broker may: (a) deduct an amount that will bring the balance to the amount stated from any subsequent rent received on behalf of Owner and deposit the amount into the reserve; or (b) notify Owner that Owner must promptly deposit additional funds with Broker to bring the balance to the amount stated.
8. **ADVANCES:** Owner will, in advance, provide Broker all funds necessary for the leasing and management of the Property. Broker is not obligated to advance any money to Owner or to any other person.

9. **OWNER'S REPRESENTATIONS:**

A. **General:** Except as disclosed in Paragraph 20, Owner represents that:

- (1) Owner has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to lease the Property;
- (2) Owner is not bound by another agreement for the management of the Property that is or will be in effect during this agreement;
- (3) if Broker has the authority to lease the Property under Paragraph 1C, Owner is not bound by: (a) another agreement with another broker for the lease of the Property that will be in effect during this agreement; or (b) any agreement or covenant that prohibits owner from leasing the Property;
- (4) Owner is not delinquent in the payment of any property taxes, owners' association fees, property insurance, mortgage, or any encumbrance on or affecting the Property;
- (5) the Property is not subject to the jurisdiction of any court; and
- (6) all information related to the Property that Owner provides to Broker is true and correct to the best of Owner's knowledge.

B. **Property Condition:** (select (1) or (2) below)

- ☒ (1) Except as stated below, in this agreement, or in any addendum, Owner is not aware of: (1) any condition affecting the Property that materially affects the health or safety of an ordinary tenant; (2) any environmental hazard on the Property; or (3) any violation of any ordinance, statute, restriction, or law related to the Property. _____

- ☐ (2) Owner has completed a Commercial Property Condition Statement (TXR-1408) which is attached to this Agreement.

10. **OWNER'S COOPERATION:**

A. Owner agrees to:

- (1) cooperate with Broker to facilitate the management of the Property;
- (2) not deal with or negotiate with any tenant in the Property concerning any matter related to the management of the Property but refer all such dealings to Broker;
- (3) not enter into a management agreement with another broker for the management of the Property to become effective during this agreement;
- (4) provide Broker with copies of any existing leases or rental agreements related to the Property;
- (5) provide Broker with keys and access devices to the Property;

- (6) provide Broker with copies of all warranties related to the Property or any item in the Property;
- (7) tender to Broker any security deposits paid by any existing tenants in the Property;
- (8) complete any disclosures or notices required by law or a lease of the Property;
- (9) amend applicable notices and disclosures if a material change occurs during this agreement; and
- (10) notify Broker if Owner becomes delinquent in the payment of: (a) any mortgage or other encumbrance secured by the Property; (b) property taxes; (c) property insurance; or (d) owners' association fees.

- B. If Broker has the authority to lease the Property under Paragraph 1C, Owner further agrees to
- (1) cooperate with Broker to facilitate the showing, marketing, and lease of the Property;
 - (2) not rent or lease the Property to anyone without Broker's prior written approval;
 - (3) not negotiate with any prospective tenant who might contact Owner directly, but refer all prospective tenants to Broker;
 - (4) not deal with or negotiate with any tenant in the Property concerning any matter related to the leasing of the Property but refer all such dealings to Broker; and
 - (5) not enter into a listing agreement with another broker for the rental or leasing of the Property to become effective during this agreement.

11. INSURANCE:

- A. At all times during this agreement, Owner must maintain in effect:
- (1) a public liability insurance policy that names Broker as a co-insured or additional insured and covers losses related to the Property in an amount of not less than \$ 1,000,000.00 on an occurrence basis; and
 - (2) an insurance policy for the Property in an amount equal to the reasonable replacement cost of the Property's improvements and that contains endorsements which contemplate the leasing of the Property with vacancies between lease terms.
 - (3) rental replacement insurance in an amount not less than the annual expected rentals of the Property.
- B. Not later than the 15th day after the Commencement Date, Owner must deliver to Broker copies of certificates of insurance evidencing the coverage required under Paragraph 11A. If the coverage changes at any time during this agreement, Owner must deliver to Broker a copy of the insurance certificate evidencing the change not later than 10 days after the change.
- C. If Owner fails to comply with Paragraphs 11A or 11B, Broker may:
- (1) purchase insurance that will provide Broker the same coverage as the required insurance under Paragraph 11A(1) and Owner must promptly reimburse Broker for such expense; or
 - (2) exercise Broker's remedies under Paragraph 17.
- D. Owner will comply with all the requirements of the insurance policies obtained in compliance with Paragraph 11A.

12. BROKER'S FEES: All fees to Broker under this agreement are payable in Travis County, Texas. This Paragraph 12 survives termination of this agreement with regard to fees earned during this agreement which are not payable until after its termination. Broker may deduct any fees under this Paragraph 12 from any funds Broker holds in trust for Owner. If more than one property or unit is made part of and subject to this agreement, each of the provisions below will apply to each property or unit separately.

- ☒ A. **Management Fees:** Each month Owner will pay Broker the greater of \$ (minimum 500.00 management fee) or: (Check one box only.)
- ☒ (1) 6.000 % of the base monthly rents ☐ and additional rents, collected that month.
- ☐ (2) _____

A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the minimum management fee. Management fees under this Paragraph 12A are earned daily and are payable not later than the last day of each month.

☒ B. Leasing Fees for New Tenancies: Each time the Property is leased to a new tenant, Owner will pay Broker a leasing fee equal to: *(Check one box only.)*

- ☒ (1) 6.000 % of the base rents ☐ and additional rents, to be paid under the lease.
☐ (2) _____

The leasing fees under this Paragraph 12B are earned and payable at the time the lease is executed.

☒ C. Renewal or Extension Fees: Each time a tenant in the Property renews or extends a lease, Owner will pay Broker a renewal or extension fee equal to: *(Check one box only.)*

- ☒ (1) 4.000 % of the base rents ☐ and additional rents, to be paid under the renewal or extension.
☐ (2) _____

The renewal or extension fees under this Paragraph 12C are earned at the time the renewal or lease is executed by the parties to the lease and are payable at the time the renewal or extension is effective. For the purposes of this paragraph, a new lease for the same Property with the same tenant then occupying the Property is an extension or renewal. This Paragraph 12C does not apply to month-to-month renewals or month-to-month extensions.

☒ D. Fees in the Event of a Sale:

(1) Fee if a Tenant Purchases Property: If at any time during this agreement or within 180 days after it ends, Owner sells the Property to a tenant who occupied the Property during the term of this agreement, Owner will pay Broker a fee equal to: *(Check one box only.)*

- ☒ (a) 3.000 % of the sales price.
☐ (b) _____

Fees under this Paragraph 12D(1) are earned at the time Owner agrees to sell the Property and are payable at the time the sale closes.

(2) Fee if Buyer is Procured through Broker: If during this agreement, Owner agrees to sell the Property to a person other than a tenant who occupied the Property and Broker procures the buyer, directly or through another broker, Owner will pay Broker a fee equal to: *(Check one box only.)*

- ☐ (a) _____ % of the sales price.
☒ (b) To be addressed in a separate listing agreement if Owner chooses to engage Broker to sell Property

Fees under this Paragraph 12D(2) are earned at the time Owner agrees to sell the Property and are payable at the time the sale closes.

(3) Sale Coordination Fees: If at any time during this agreement Owner agrees to sell the Property and Broker is not paid a fee under Paragraph 12D(1) or (2), Owner will pay Broker _____ for Broker's time and services to coordinate showings, inspections, appraisals, repairs, and other related matters. Fees under this Paragraph 12D(3) are earned at the time such services are rendered and payable upon Owner's receipt of Broker's invoice.

(4) Definition: "Sell" means to agree to sell, convey, transfer or exchange any interest in the Property whether by oral or written agreement or option.

(5) Separate Listing Agreement Controls: If Owner sells the Property and pays Broker the fee under a separate written listing agreement between Owner and Broker this Paragraph 12D will not apply.

☐ E. Service Fees: Each time Broker arranges for the Property to be repaired, maintained, redecorated, or altered as permitted by this agreement, Owner will pay Broker a service fee equal to: *(Check one box only.)*

- ☐ (1) _____ % of the total cost of each repair, maintenance, alteration, or redecoration.
☐ (2) _____

The service fees under this Paragraph 12E are earned at the time the repair, maintenance, redecoration, or alteration is made and are payable upon Owner's receipt of Broker's invoice.

☐ F. Interest on Trust Accounts: Any trust account Broker maintains under this agreement may be an interest-bearing or income producing account. Broker may retain any interest or income from such account as compensation under this agreement. Broker will remove any interest or income payable under this Paragraph 12F from the trust account not later than the 30th day after the interest or income is paid.

☐ G. **Administrative Fees:** If Broker collects administrative charges from tenants or prospective tenants, including but not limited to, application fees, returned check fees, or late charges (as authorized under Paragraph 4A), Broker will retain such fees as compensation under this agreement. The administrative fees under this Paragraph 12G are earned and payable at the time Broker collects such fees.

☒ H. **Fees Related to Legal Proceedings:** If Owner requests or instructs Broker to appear in any legal proceeding or deposition related to the Property (including, but not limited to, evictions, tenant disputes, security deposit disputes, and suits for damages), Owner will pay Broker \$ 50.00 per hour for Broker's time expended in such matters and in preparation of such matters. Fees under this Paragraph 12H are earned at the time the services are rendered and payable upon Owner's receipt of Broker's invoice.

☐ I. **Other:** _____

13. RESERVED.

14. EXPENSE REIMBURSEMENT: Upon Owner's receipt of Broker's invoice, Owner will reimburse Broker the following expenses that are related to the leasing or management of the Property: (a) copy charges; (b) charges for long distance telephone calls or facsimile transmissions; (c) regular, express, or certified mail charges; (d) notary fees; (e) photos and videos; (f) reasonable travel expenses, including but not limited to mileage reimbursement (at the standard mileage rate published by the IRS), parking expenses, and tolls; and (g) any other expenditures Broker is authorized to make under this agreement for Owner or that Owner otherwise authorizes Broker to make for Owner.

15. FUNDS RECEIVED AFTER TERMINATION: If Broker receives any funds on behalf of Owner after this agreement ends (for example, rent, damages, past due amounts, and others), Broker will deposit those funds in Broker's trust account and will: (a) pay _____ % of the funds received to Broker as compensation for services (for example, research, accounting, communicating, and processing) rendered at that time; and (b) pay the balance of the funds to Owner. This provision survives termination of this agreement.

16. LIABILITY AND INDEMNIFICATION:

A. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:

- (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;

- (2) acts of third parties (for example, vandalism, theft, or other criminal acts);
- (3) freezing or leaking water pipes;
- (4) a dangerous condition or environmental condition on the Property; or
- (5) the Property's non-compliance with any law or ordinance.

B. Broker is not responsible or liable in any manner for:

- (1) any late fees or other charges Owner incurs to any creditor caused by late or insufficient payments by any tenant in the Property; or
- (2) damages to Owner caused by a tenant's breach of a lease.

C. Owner agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:

- (1) are caused by Owner, negligently or otherwise;
- (2) arise from Owner's failure to disclose any material or relevant information about the Property;

- (3) are caused by Owner giving incorrect information to any person; or
(4) are related to the management of the Property and are not caused by Broker, negligently or otherwise.

D. Owner is responsible and liable for all contracts and obligations related to the Property (for example, maintenance, service, repair and utility agreements) entered into before or during this agreement by Owner or by Broker under Broker's authority under this agreement. Owner agrees to hold Broker harmless from all claims related to any such contracts.

17. **DEFAULT:** A party is in default of this agreement if the party fails to cure a breach or any violation of this agreement within 10 days after receipt of written demand to cure the breach from the other party. If either party is in default, the non-defaulting party may: (a) terminate this agreement by providing at least 10 days written notice; (b) recover all amounts due to the non-defaulting party under this agreement; (c) recover reasonable collection costs and attorney's fees; and (d) exercise any other remedy available at law. Broker is also entitled to recover any compensation Broker would have been entitled to receive if Owner did not breach this agreement.

18. **MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

19. **ATTORNEY'S FEES:** If Owner or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

20. **SPECIAL PROVISIONS:**

This Agreement may be cancelled by either Party, for any reason, with thirty (30) days written notice.

Owner will maintain control over any Security Deposits.

21. **ADDENDA:** Incorporated into this agreement are the following addenda, exhibits, and other information:

- ☒ A. Information About Brokerage Services (TXR-2501)
- ☐ B. Multiple Property Addendum (TXR-2204)
- ☐ C. Addendum for Authorization to Act for Owner before Owners' Association (TXR-2205)
- ☐ D. Copy of Rules and Regulations of an Owners' Association
- ☐ E. Copy of the Owners' Association Bylaws and Deed Restrictions affecting the Property
- ☐ F. Commercial Property Condition Statement (TXR-1408)
- ☐ G. Documents authorizing execution of this agreement by the person signing
- ☐ H.

Note: Complete and deliver to Broker IRS W-9 Form or similar form.

(TXR-2202) 4-1-14

Initialed for Identification by Owner  and Broker/Associate 

Page 8 of 9

22. AGREEMENT OF PARTIES:

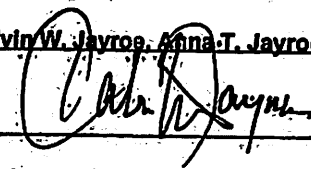
- A. Entire Agreement: This document contains the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignments: Neither party may assign this agreement without the written consent of the other party.
- C. Binding Effect: Owner's obligation to pay Broker an earned fee is binding upon Owner and Owner's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Owners executing this agreement are jointly and severally liable for the performance of all its terms. Any act or notice to, refund to, or signature of, any one or more of the Owners regarding any term of this agreement, its extension, its renewal, or its termination is binding on all Owners executing this agreement.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this agreement.
- F. Severability: If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.
- G. Context: When the context requires, singular nouns and pronouns include the plural.
- H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

23. INFORMATION:

- A. Broker's fees or the sharing of fees between brokers are not fixed; controlled; recommended; suggested; or maintained by the Association of REALTORS® or any listing service.
- B. The Property must be shown and made available to all persons without regard to race, color, religion; national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (for example, creed, status as a student, marital status, sexual orientation, or age).
- C. Broker cannot give legal advice. READ THIS AGREEMENT CAREFULLY. If you do not understand the effect of this agreement, consult an attorney BEFORE signing.

Owner: Jayroe Management Trust c.o. Calvin W. Jayroe

Calvin W. Jayroe, Anna T. Jayroe

By: 

By (signature):

Printed Name: Calvin W. Jayroe

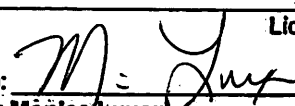
Title: Trustee

Date: 10/21/20

Broker:

Broker / Company Name: Luxon Realty Services

License No. 9002103

By (signature): 

Printed Name: Monica Luxon

Title: Broker Associate

License No. 569538

Date: 10/23/2020

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Date: _____



MULTIPLE PROPERTY ADDENDUM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2004

ADDENDUM TO LEASING AND MANAGEMENT AGREEMENT BETWEEN THE UNDERSIGNED PARTIES COMMENCING December 1, 2020

In addition to the Property described in Paragraph 2 of the above-referenced agreement, the term "Property" also includes the following properties.

Address (include unit nos.) 303 N. Main Street, Taylor, TX. 76574

legally described as: Block 16, Lot 1, City of Taylor

in Williamson County, Texas, together with the following non-real-property

items:

Notes: Management Fee to equal 6% of base rent collected monthly. Owner reserves to be transferred between each property as needed.

Address (include unit nos.)

legally described as:

in _____ County, Texas, together with the following non-real-property

items:

Notes:

Address (include unit nos.)

legally described as:

in _____ County, Texas, together with the following non-real-property

items:

Notes:

Address (include unit nos.)

legally described as:

in _____ County, Texas, together with the following non-real-property

items:

Notes:

Luxon Realty Services

Broker's Printed Name

By:

Broker's Associate's Signature

Monica Luxon

10/23/2020
Date

Jayroe Management Trust c/o Calvin W. Jayroe, Trustee

Owner

By:

Date

Owner

By:

Date

(TXR-2204) 8-26-04

Page 1 of 1



11/2/2015

Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

RLMK W.O.L.F. Real Estate Solutions, LLC	9002103	monica@luxonrealtyservices.com	(512)203-7663
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
S&P Management Group/Luxon Realty Services	9002103	monica@luxonrealtyservices.com	(512)203-7663
Designated Broker of Firm	License No.	Email	Phone
Monica Luxon	569538	monica@luxonrealtyservices.com	(512)203-7663
Licensed Supervisor of Sales Agent/	License No.	Email	Phone
Associate			
Mariah Watkins	625263	mariah@luxonrealtyservices.com	(512)382-9965
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord/Initials		Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date

RLMK WOLF Real Estate Solutions, LLC, PO BOX 91357 Austin TX 78709
Monica Luxon

Phone: (512)203-7663

Fax: (512)919-4055

Broker Policy and

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com

Main Street Advisory Board

August 17, 2022

Agenda Item Cover Sheet

Regular Agenda – New Business

IV-C

Review, discuss, and consider action on Façade Improvement Grant application packet from Jason Simank for 108 E. 2nd Street

TAYLOR MAIN STREET

Façade Improvement Grant (FIG) Program Application

Please return completed the application with necessary attachments and signatures to the Main Street Office in Taylor City Hall. If you have any application questions, please contact the Main Street Manager at 512-352-3463.

Applicant Name	Jason Simark	Date	8/8/22
Business Name	Best Caliber Rentals, LLC		
Mailing Address	1207 Howard St. Taylor, TX 76574		
Contact Phone	512 696 0239	Email Address	jsrentals13@gmail.com
Building Owner (if different from applicant)			
Historical/Current Building Name	108 East		
Project Site/Address	108 E 2nd St Taylor, TX 76574		

Type of Work: (check all that apply)

☐ Paint Only

☐ Signage

☐ Masonry Cleaning/Paint Removal

☒ Facade & Building Renovation

☐ Awning/Canopy

☐ Uncovering/Replacing Windows

☐ Other: _____

Details of planned improvements relating to grant request (attach additional information if necessary).

Removing wood framing from back of building and replacing it with Glass windows and glass doors. Also replacing glass doors in front of the building.

How will this project benefit Downtown?

It will help boost the downtown economy. There aren't many places to eat downtown and enhancing the exterior of the building will attract more people to the historic building.

Project Categories	Estimated Costs	Grant Requested
Facade/Building Rehab	13,800	5,000 ⁰⁰
Awning/Canopy		
Signs		
Masonry Clean/Paint Removal		
Paint		
Uncovering/Replacing Windows		
Other:		
Totals		

TOTAL COST OF PROPOSED PROJECT

\$ 13,800

TOTAL GRANT REQUEST

(May not exceed 50% of TOTAL COST up to \$25,000)

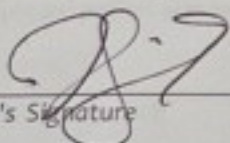
\$ 5,000⁰⁰

List Contractor Proposals and Total Amounts (please attach original proposals):

1. _____
2. _____
3. _____

Attach all required color samples of paint, awning/canopy, sign design, etc., as well as photographs of building's exterior facade, roof and foundation.

Applicant's Signature



8/8/22
Date

Property Owner's Signature (if different from the applicant)

Date

DOWNTOWN REINVESTMENT GRANT AGREEMENT FORM

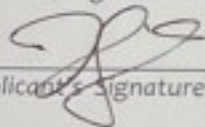
Please complete and return with the Façade Improvement Grant Application to the Main Street Office in City Hall; 400 Porter Street. If you have any questions, please contact the Main Street Manager at 512-352-3463.

I have met with the Main Street Manager, and I have read and fully understand the Façade Improvement Grant procedures established by the Taylor Main Street Advisory Board. I intend to use this grant program for a renovation project to advance the efforts of revitalization and historic preservation of Taylor's historic downtown. I have not received, nor will I receive insurance monies for this revitalization project.

I understand that if I am awarded a Façade Improvement Grant by the City of Taylor, any deviation from the approved project may result in the partial or total withdrawal of the grant. (If I am awarded a reinvestment grant for facade, awning or sign work and the facade, sign or awning 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 grant.)

Best Caliber Rentals, LLC

Business/Organization Name



Applicant's Signature

Jason Simark

Printed Name

8/8/22

Date

Building Owner's Signature
(if different from applicant)

Printed Name

Date

This section is to be completed by Taylor Main Street staff:

Date completed packet was received: _____

Date considered by Staff

Recommendation

Manager's Signature

Date considered by Main Street
Advisory Board

Recommendation

Chairman's Signature



Façade Grant Applicant Checklist

Date 8/8/22

Name of Applicant Jason Simayk Best Caliber Rentals, LLC

☒ Application Received

☒ Meeting – overview of process 7/8/22 (date)

☒ Grant is not retroactive; must be approved prior to start of work

☒ Applicant is current on all taxes and utilities

☒ Permission from Property Owner if needed ☐ Yes ☐ No

☒ TMS Guidelines _____ (date emailed)

☒ Submit overview of work/façade renderings to Main Street Office

☒ Submit Bids for work/who is conducting the work

☒ Permits pulled

☒ Additional applications as needed

☒ Improvements must be maintained for a minimum of one year

☒ Final meeting/MOU/approval to begin after all conditions are met

☒ Funds to be paid directly to supplier/contractor – must submit invoice to RDA

☒ Closeout statement signed by both parties _____ (date)

If you have any questions, please do not hesitate to contact Jan Harris at 512-352-3463 or via email at Jan.Harris@TaylorTX.gov. We look forward to working with you!

1604 West Second St.
Post Office Box 803
Taylor, Texas 76574



Taylor: (512) 352-7618
Austin: (512) 365-2016
FAX: (512) 352-9243

July 8, 2022

Mr. Jason Simank

Re: Taylor Station
108 E. 2nd St.
Taylor, TX 76574

Elevation A (Back Entrance)

1. Furnish and Install *Oldcastle BE* Series FG-3000MP Thermal Center Set 2" x 4 ½" Storefront System
 - Rough Opening 9'5"W x 13'9"H
 - Class I **Black** Anodized Finish
 - 1" Insulated Glass – ¼" Low-E on Gray Tinted over ¼" Clear
 - Doors: Pair, 6'0" x 7'0", Wide Stile, 10" Bottom Rails, and Manufacturer's Standard Hardware
 - 1 ½ Pair Butt Hinges each leaf
 - Hookbolt Lock and Cylinder, Thumbturn Interior
 - Standard Push/Pulls
 - Flush Bolts Inactive Leaf
 - Standard Closer
 - Standard Threshold
 - Bottom surface-applied Weatherstrip

Material	\$ 8,829.00
Labor	\$ 1,440.00
SubTotal	\$ 10,269.00
Tax	\$ 847.19 (Code 51)
Total	\$ 11,116.19

Elevation B (Front Entrance)

2. Furnish and Install *Oldcastle BE* Door Leafs Only into existing Wood Frame
 - Class I **Black** Anodized Finish
 - ¼" Clear Tempered Glass
 - Doors: Pair, 6'0" x 6'8", Wide Stile, 10" Bottom Rails, and Manufacturer's Standard Hardware
 - (Same Hardware as Above)

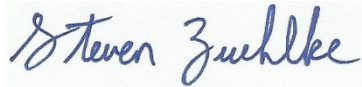
Material	\$ 1,820.00
Labor	\$ 300.00
SubTotal	\$ 2,120.00
Tax	\$ 174.90 (Code 51)
Total	\$ 2,294.90

We Exclude:

Demolition of Existing
Bond of Any Type
Laboratory or Field Testing
Working After Regular Hours or Weekends
Protection and Final Cleaning of Installed Materials

This Proposal is subject to Price and Scope review, if not accepted within 30 days.

Respectfully,

A handwritten signature in blue ink that reads "Steven Zuehlke". The signature is written in a cursive, flowing style.

Steven Zuehlke
Estimator

CONSTRUCTION BID FORM



OWNER INFORMATION

Ryan Dale
Downtown
Taylor, TX. 76574
(512) 269-3136
ryandaletunes@gmail.com
DaleBar

CONTRACTOR INFORMATION

Intuitive Construction Co., LLC
Cole Wilkerson
505 Yosemite Trail
Taylor, Texas 76574
intuitive.construction.co@gmail.com

SCOPE OF WORK

Elevation A (Back Entrance)

1. Furnish and install Oldcastle BE Series FG-3000MP Thermal Center Set 2"x 4½" Storefront System
 - a. Rough Opening 9'5"W x 13'9"H
 - b. Class I Black Anodized Finish
 - c. 1" Insulated Glass - ¼" Low-E on Gray Tinted over ¼" Clear
 - d. Doors: Pair, 6'0" x 7'0", Wide Stile, 10" Bottom Rails, and Manufacturer's Standard Hardware
 - i. 1 ½ Pair Butt Hinges each leaf
 - ii. Hookbolt Lock and Cylinder, Thumbturn Interior
 - iii. Standard Push/Pulls
 - iv. Flush Bolts Inactive Leaf
 - v. Standard Closer
 - vi. Standard Threshold
 - vii. Bottom Surface - Applied weatherstrip

Total: \$13,567.22

Elevation B (Front Entrance)

2. Furnish and Install Oldcastle BE Door Leafs Only into existing Wood Frame
 - a. Class I Black Anodized Finish
 - b. ¼" Clear Tempered GLass
 - c. Doors: Pair, 6'0" x 6'8", Wide Stile, 10" Bottom Rails, and Manufacturer's Standard Hardware
 - i. (Same Hardware as above)

Total: \$3,207.78

****Note - this proposal may be withdrawn by us if not accepted within 30 days****

****Note - half due upon execution of contract****

CONSTRUCTION BID FORM



COMPANY PROPOSAL

Intuitive Construction Co., LLC proposes the above scope of work, to be completed by date on executed contract for the amount of \$ 16,775.00 .

Cole Wilkerson, Owner-Operator
Intuitive Construction Co., LLC

Date

OWNER ACCEPTANCE

I, _____, do accept the above scope of work, proposed to be completed by Intuitive Construction Co., LLC for the amount of \$ 16,775.00 .

Submitted by Business Owner

Date

Note - this proposal may be withdrawn by us if not accepted within 30 days

Note - half due upon execution of contract

Thickness (inches)	Transmittance UV %	Transmittance Visible %	Transmittance Total Solar %	Exterior Solar Reflectance %	Exterior Visible Reflectance %	Interior Visible Reflectance %	U-Value (Winter Nighttime) (Btu/hr ² °F)	U-Value (Summer Daytime) (Btu/hr ² °F)	Shading Coefficient (SC)	Solar Heat Gain Coefficient (SHGC)	Light To Solar Gain (LSG)	Thermal Stress Risk (If annealed glass)
Solarban® 70 * 6mm (2) Air 1/2" (12.7mm) Clear 6mm												
1 "	6	64	24	40	13	14	0.28	0.26	0.32	0.27	2.37	Med



Specifications

Insulating Unit Construction

Solarban® 70 * 6mm (2) | Air 1/2" (12.7mm) | Clear 6mm

Outdoor Lite: with a second surface Solarban® 70

Indoor Lite: Clear 6mm

Vitro Approved Manufacturers/Where to Buy Vitro Products: Vitro Certified™ Network

Certification: Vitro lite(s) are Cradle to Cradle certified by McDonough Braungart Design Chemistry, LLC (MBDC www.mbdc.com)

Note(*): Solarban 70 for annealed applications is applied to Acuity™ glass; heat treated applications will require either clear or Acuity glass depending on the manufacturing process. For international markets, Solarban 70 is only available on clear glass and must always be heat treated.

Acuity™: Acuity™ glass is a low-iron glass providing high visible light transmittance and true-to-life color rendition for vision glazing and spandrel glass applications. Designed to eliminate the green hue of clear glass, Acuity™ glass delivers enhanced clarity and is available with the full range of Solarban® solar control low-e glass coatings.

Solarban® 70: Solarban® 70 glass is a high performing MSVD solar control low-e glass. Though the coating is transparent (on clear or Acuity Low-Iron glass), it can also be paired with, or applied directly on most Vitro tinted glasses in an insulating glass unit.

The results represent Center-of-Glass performance data based on ANSI/NFRC 100 and ANSI/NFRC 200 Environmental Design Conditions utilizing the LBNL Window 7.3 software program according to the procedures in ANSI/NFRC 100, ANSI/NFRC 200, and NFRC 300. Performance data is based on representative samples of factory production. Actual values may vary slightly due to variations in the production process. This data is to be used for comparison purposes and should not be considered a contract. For configurations that include diffuse components, performance results cannot be verified and should only be used as a general indication of performance. It is the recipient's responsibility to ensure the manufacturability of the above glazing configurations as well as evaluating appropriate design considerations such as wind and snow load analysis, thermal stress analysis, and local building code compliance. Vitro makes no warranty or guarantee as to the results obtained by the user and assumes no responsibility for the accuracy of the data from non-Vitro manufacturers utilized in the above simulations. Vitro recommends that a full size mock-up be reviewed under the specific job-site conditions and retain the mock-up as a basis of acceptable product.

Vitro Architectural Glass | 400 Guys Run Road Cheswick, PA 15024 USA | ©2001-2022 Vitro Flat Glass LLC. - All Rights Reserved | Legal Notices & Privacy Policy

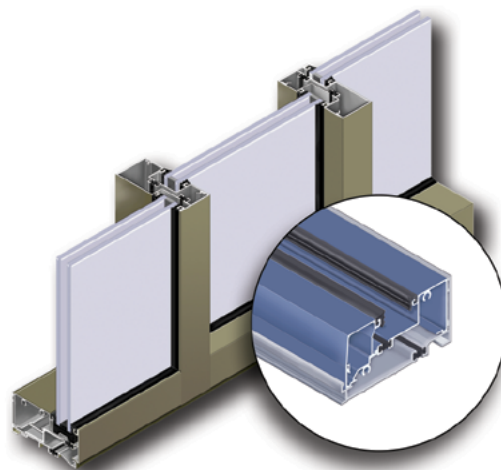
Atlantica, Azuria, Graylite, IdeaScapes, Optiblu, Optigray, Pacifica, Solarban, the Solarban logo, Solarblue, Solarbronze, Solarcool, Solargray, Solexia, Starphire, the Starphire logo, Sungate, Vistacool, Vitro, the Vitro logo, and the Vitro Certified network logos are registered trademarks owned by Vitro. Cradle to Cradle is a trademark of MBDC.

Glass colors represented are approximate.

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Series 3000 Thermal MultiPlane— the versatility of standard storefront systems with improved thermal performance

The Series 3000 Thermal MultiPlane extends the versatility of standard storefront systems by offering **improved thermal performance** and multiple glass plane options. The Series 3000 provides more options for head and sill anchorage, **structural silicone glazing** and a front set installation option utilizing continuous head and sill members. Designed for 1" infill, Series 3000 Thermal MultiPlane has available glazing adapters and gasket options for infills ranging from 1/4" to 1-1/8".



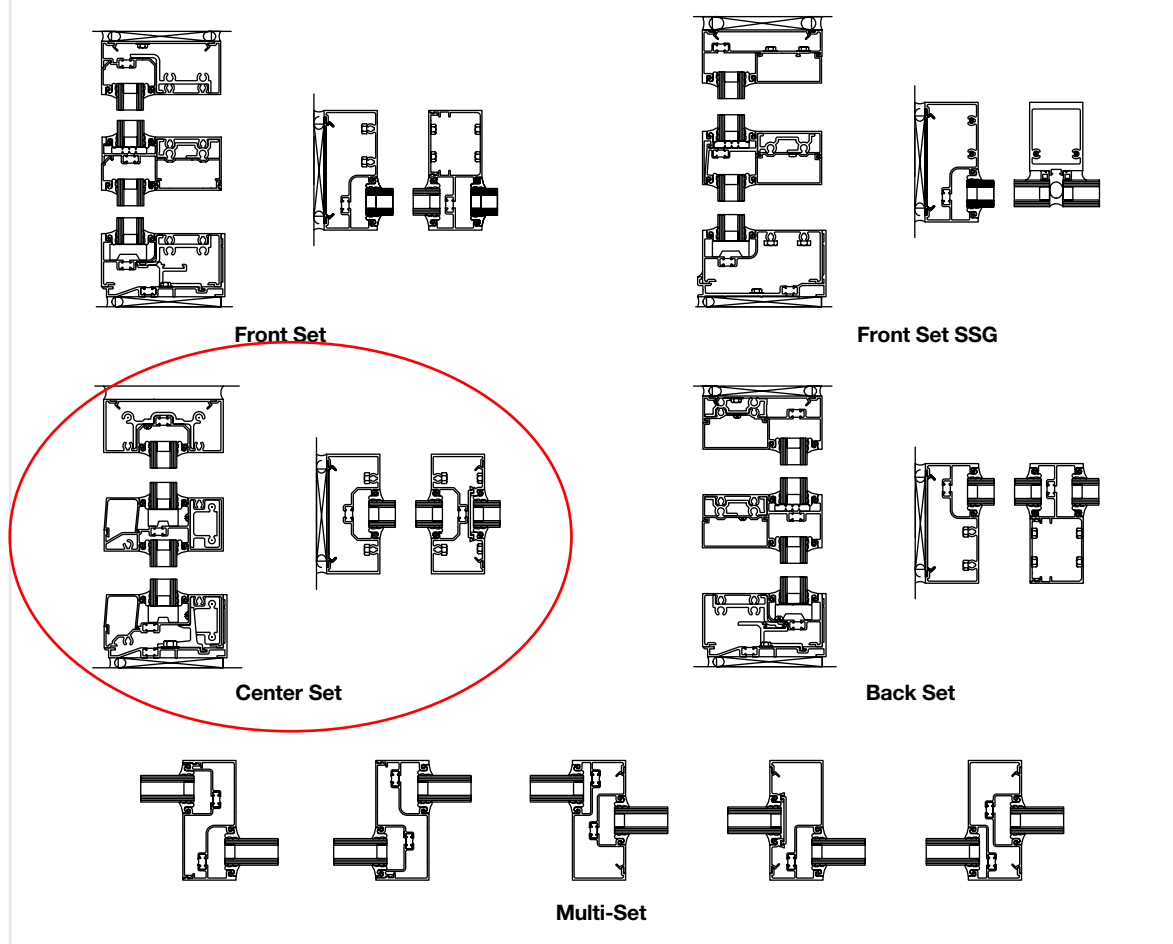
First Community Credit Union, St. Louis, MO
Architect: TR,i Architects

Features

- Overall system dimensions: 2" x 4-1/2"
- Front Set, Center Set, Back Set or Multi-set glazing configurations
- Optional sill receptor requires no additional anchoring of sill member
- Optional thermally broken head anchor clip
- SSG glazing with patented funnel bridge
- Continuous head and sill assembly option for front set
- Screw spline and shear block assembly
- Outside and inside glazing options
- Complete 90° and 135° corners
- High sidelite base
- Thermally broken members with polyurethane thermal breaks
- Accommodates ZS-2750 vents
- Factory painted Kynar 500®/Hylar 5000® finishes, meeting all provisions of AAMA 2605
- Factory anodized finishing



Product Details



Performance

Air Infiltration	<.06 CFM/SQ FT (6.24 PSF) per ASTM E283
Static Water	10 PSF per ATSM E331
Deflection Load	40 PSF per ASTM E330
Structural Load	60 PSF per ASTM E330
STC	
32 (1/4" - 1/2" - 1/4" glazing) -	Center and Front Set
37 (1/4" laminated - 1/2" - 1/4" laminated glazing) -	Center Set
38 (1/4" laminated - 1/2" - 1/4" laminated glazing) -	Front Set
High-performance per AAMA 1503 for Clear 1" Insulating Glass:	
U-Factor = 0.54, CRF frame = 69	Front Set
U-Factor = 0.56, CRF frame = 58	Center Set
U-Factor = 0.51, CRF frame = 57	Back Set
NFRC Tested and Certified	

Kynar 500® is a registered trademark of Atofina
Hylar 5000® is a registered trademark of Ausimont USA, Inc.



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Main Street Advisory Board

August 17, 2022

Agenda Item Cover Sheet

Regular Agenda – Continuing Business

V-A

Main Street Manager's reports:

1. Manager's activity report
2. Main Street business & property report
3. Upcoming special events report

**Main Street Monthly Report
for July 2022 Activities through August 5, 2022**

Community Outreach:

- Met with Regina Jo Carlson re: how Main Street can partner with EDC to benefit small businesses – 7/5
- Met with Tom Yantis and members of the Heritage Square Farmers Market Committee – 7/5
- Mtg with Rick Pfeil re: his 2 properties in DT and possible renovations – 7/7
- Mtg with Jason Simak & Ryan Davenport re: new business at 108 E 2nd St. – 7/8
- Farmers Market Meeting – 7/11
- CoT Culture Committee meeting – 7/12
- Texas Downtown Assn Education & Outreach Committee meeting – 7/12
- CoT Code Rodeo Public meeting – 7/13
- CoT Code Advisory Team meeting – 7/20
- Main Street Advisory Board meeting – 7/20
- Public Arts Advisory Board meeting – 7/27
- CGI Video recording for Main Street and DT Promotion – 7/25
-
- Chamber Tourism Committee – no Tourism Committee meeting

Local Business / Owner Visits:

- Worked with City staff to continue installation of downtown OPEN flags
- Breakfast Bites Meeting – 7/6 – Topic: Sign Ordinance changes with SimpleCity
- Breakfast Bites Meeting – 8/3 – Topic: Signage (cont.)

Event Planning:

- Taylor Pride Post-Event meeting – 7/20
- Main Street Car Show Social Media Meeting – 7/27
- Mamma Jamma Meeting – 8/4

Special Events:

- Every Saturday – check on Farmers Market
- July 4th Parade, Festival, and Fireworks – 7/4
- Movie in the Park – 7/8

Film Friendly Taylor – May Film Events:

- No film events in June

Professional Development:

- Regional Downtown Partners Meeting (Temple, TX) – 7/15
- Met with Heather Raesz – new Main Street Manager for Granger – 7/19

- Admin Assistants (and those who do not have Admins) training lunch – 7/27

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:

- Digital map & Main Street business directory project underway
- Breakfast Bites downtown business meetings will be monthly (1st Wednesday of each month) starting in April

Upcoming Calendar of Events:

- **Every Saturday 10am-2pm – Taylor Farmers Market – Heritage Square Pavilion**
- 2nd Saturday – 8/13
- Movie in the Park – 8/13
- Michelle's Hot Peeps 5 & 10K – 8/13
- Taylor International BBQ Cook Off – August 18-20
- 2nd Saturday – 8/10
- Saturday Tardeada & Kickoff for Hispanic Heritage Month – 8/10
- 9-11 Parade and Memorial – 9/11
- St. Mary's Fall Fest – 9/11
- 3rd Thursday – 9/15
- Music on Main Concert – 9/13
- Mamma Jamma Bike Ride – 9/17
- Good Life 5K – 10/8
- Empty Bowl Project – 10/8
- Life Park Center Festival – 10/15
- 3rd Thursday – 10/20
- Music on Main Concert – 10/20
- 9th Annual Main Street Car Show – 10/29
- Spooktacular – Scare on the Square – 10/30
- 2nd Saturday – 11/12
- 3rd Thursday – 11/17
- Music on Main Concert – 11/17
- Christmas Fair on the Square – 12/3
- Christmas Parade & Tree Lighting – 12/3
- 2nd Saturday – 12/10

TAYLOR MAIN STREET PROPERTY AND BUSINESS REPORT

February 2022

	A	B	C	D	E	F	G
1	PROPERTY FOR SALE:	ADDRESS:	OWNER/REALTOR	CONTACT INFO	F ²	PRICE	STATUS
2	~~Rococo's Building~~	119-121 W. 3rd St	Richard Torres		9916SF		NO LONGER LISTED AS FOR SALE
3	Texas Historic Café Bldg	219-221 N Main St	Tony Gomes/Sloan Spaeth	512-656-4034	16,138SF	\$3,900,000	
4	old Taylor Bedding Co.	417 W. 2nd St	Taylor Second LLC/Ryan Perry; Asterra Properties	512-694-5426	Bldg: 23,100SF; land: 103,398SF	serious enquiries only	
5							
6	PROPERTY FOR LEASE:	ADDRESS	OWNER/REALTOR	CONTACT INFO	F ²	PRICE	
7	Vacant lot	104 N Main St	Public Sketch/Julie Downs	(512) 365-8563	6600SF	\$30/SF/Y	will build 2-800-SF buildings to suit
8	Texas Historic Café Bldg	219-221 N Main St	Tony Gomes	512-784+8712	3,200SF	TBD	
9	~~fmr Boomers Advisory Group~~	408 W 2nd; Ste 2	Dapper Dog LLC		1517SF		BUILDING IS NOW AN AIRBNB
10	fmr Southern Hospitality Restaurant	105 E 3rd St.	Cliff Olle/Julie Downs	512-489-9885	3300SF	\$1.35/SF	
11	fmr. Location of Rhinestone Cowgirl	123 W 4th St	Rick Pfeil	rick.von.pfeil@gmail.com	1521sf		
12							
13	Toledo Loans	204 N Main St	John Jones		2894SF		OWNER SAYS THIS WILL BE FOR LEASE END OF AUG
14	LAMP	717 N Main	John Jones		3845SF		OWNER SAYS THIS WILL BE FOR LEASE END OF AUG
15							
16	SOLD PROPERTIES	ADDRESS	PURCHASER	CONTACT INFO	PROPOSED USE	SALES PRICE	
17	None						
18							
19	LEASED PROPERTIES	ADDRESS	TENANT	CONTACT INFO	PROPOSED USE	LEASE \$	
20	None						

TAYLOR MAIN STREET PROPERTY AND BUSINESS REPORT

February 2022

	A	B	C	D	E	F	G
21							
22	PROPOSED NEW CONSTRUCTION	ADDRESS	OWNER	CONTACT INFO	PROPOSED USE		
23	vacant lots betw. Turning Heads & fmr. Taylor Station	110-112 E. 2nd St	Jason Simak	512-696-0239	Retail/Food Service/Bar		
24							
25	NEW CONSTRUCTION	ADDRESS	OWNER	CONTACT INFO	PROPOSED USE		
26	None						
27							
28	NEW BUSINESS COMING ON LINE	ADDRESS	OWNER	CONTACT INFO	PROPOSED USE	# EMPLOYEES GAINED	
29	SooBrie	109 W 3rd St	Steven N Haig	949-510-9497; steven.n.haig@gmail.com	"Grazing & Wine Bar"		
30	Flake Bakery & Larder	103 W 5th St		512-643-5989	bakery		
31	Mixtape	108 E. 2nd St	Ryan Dale Davenport	ryandaletunes@gmail.com ; 512-293-3136	restauant/bar		
32							
33	NEW BUSINESSES OPEN	ADDRESS	OWNER	CONTACT INFO	PROPOSED USE	# EMPLOYEES GAINED	
34							
35							
36	BUSINESS CLOSING	ADDRESS	OWNER	CONTACT INFO		# EMPLOYEES LOST	
37	None						
38	(Blue Sage is not closing)						
39							
40	BUSINESS EXPANDING	ADDRESS	OWNER	CONTACT INFO		# EMPLOYEES GAINED OR LOST	
41	None					0	

TAYLOR MAIN STREET PROPERTY AND BUSINESS REPORT

February 2022

	A	B	C	D	E	F	G
42							
							# EMPLOYEES GAINED OR LOST
43	BUSINESS RELOCATING	NEW ADDRESS	OWNER	CONTACT INFO	OLD ADDRESS		
44	None						
45							
							# EMPLOYEES GAINED OR LOST
46	BUSINESS BEING SOLD	ADDRESS	NEW OWNER	CONTACT INFO	OLD OWNER		
47	None						

MONTH	DATE	NAME OF EVENT	PRESENTOR(S)	LOCATION	PPW SUBMITTED
AUGUST	8/25/2022	Movie in the Park	P&R	Heritage Square	n/a
	8/13/2022	2nd Saturday	DT Businesses	DT Taylor	n/a
	8/13/2022	3rd Thursday	DT Businesses	DT Taylor	n/a
	8/12/2022	Back to School Bash	TPD	Heritage Square	
	8/18-20/2022	Taylor International BBQ Cook Off	Tim Mikeska	Murphy Park	6/1/2022
SEPTEMBER					
	9/10/2022	2nd Saturday	DT Businesses	DT Taylor	n/a
	9/10/2022	Saturday Tardeada-Hisp. Month Kick Off	Jose Orta	Heritage Square	6/1/2022
	9/11/2022	9-11 Parade & Commemoration	CoT	DT Taylor & Heritage Square	7/21/2022
	9/11/2022	St. Mary's Fall Festival	St. Mary's Church	St. Mary's properties	6/14/2022
	9/15/2022	3rd Thursday	DT Businesses	DT Taylor	n/a
	9/15/2022	Music on Main Concert	PAAB	Heritage Square	8/8/2022
	9/17/2022	2nd Mamma Jamma Bike Ride	DT Taylor/Heritage Square	Mamma Jamma Committee/Lone Star Circle of Care	
	9/17/2022	KidFish	P&R	Bull Branch Park	n/a
	9/21/2022	THS Homecoming Parade & Pep Rally	Taylor ISD/High School	DT and Heritage Square	
	9/24/2022	The 1st Bapt Ch of Taylor Music on the Park	The FBC of taylor	Heritage Square	8/8/2022
OCTOBER					
	10/8/2022	2nd Saturday	DT Businesses	DT Taylor	n/a
	10/8/2022	Good Life 5/10K	Bull Branch Park	CoT/Good Life Comm	
	10/8/2022	Empty Bowl Project	Art Off Center/Shepherd's Heart	Potter's Alley	8/5/2022
	10/20/2022	3rd Thursday	DT Businesses	DT Taylor	n/a
	10/20/2022	Music on Main Concert	PAAB	Heritage Square	

	10/29/2022	MainStreet Car Show	Main Street/MSCS Comm	DT/Heritage Square	
	10/31/2022	Spooktacular - Scare on the Square	Main Street/Library	Heritage Square	
NOVEMBER					
	11/12/2022	2nd Saturday	DT Businesses	DT Taylor	n/a
	11/17/2022	3rd Thursday	DT Businesses	DT Taylor	n/a
	11/17/2022	Music on Main Concert	PAAB	Heritage Square	
DECEMBER					
	12/3/2022	Christmas Fair on the Square	Main Street	Heritage Square/City Hall	
	12/3/2022	Christmas Parade/Tree Lighting	CoT/Taylor Ministerial Assn	DT/Heritage Square	
	12/10/2022	2nd Saturday	DT Businesses	DT Taylor	n/a
	12/10/2022	OLG Mini Jaimaica	Our Lady of Guadalupe Church	streets around OLG	
	12/*15/2022	3rd Thursday	DT Businesses	DT Taylor	n/a

EVENT APPROVED
n/a
n/a
n/a
7/11/2022
n/a
8/4/2022
7/28/2022
n/a
n/a
n/a
n/a

n/a
n/a
n/a
n/a

Main Street Advisory Board

August 17, 2022

Agenda Item Cover Sheet

Regular Agenda – Continuing Business

V-B

Sign Grant revision:

1. Discuss the possibility of requesting that Council approve partially waiving sign permit fees for businesses seeking Sign Grants as an incentive to properly permitting signage.

MEMORANDUM

TO: Main Street Advisory Board
 FROM: Jan Harris, Main Street Manager
 DATE: July 13, 2022 (Revised 8/9/2022)
 RE: Staff Report – Sign Grant Revision – incentive of waiving permitting fees with sign grant

At the weekly Community Development staff meeting, a topic of discussion was the July Breakfast Bites and signage/sign permitting. A major takeaway from the Breakfast Bites meeting was the hardship incurred by small business owners for the various permitting fees for signage.

For example, if a business applies for 48 square feet of signage – 1 20SF fascia sign, 2 10SF window signs, and 1 8SF A-Frame sign. If they apply for all 4 signs under the same permit, it will save in some fees BUT if any of the 4 signs are denied, then they ALL are denied. However, if the owner applies for 3 different permits, then all fees apply to each permit application.

Under the FY22 Fee Schedule for City Services, the following fees apply to a new sign, or a sign reface:
 The business owner applies for all 4 signs simultaneously:

\$40 + \$1.60/square foot	$\$40 + \$76.80 (\$1.60 \times 48) =$	\$116.80
\$75 inspection fee		\$ 75.00
\$15 technology fee		\$ 15.00
\$3 charge card payment fee		<u>\$ 3.00</u>
		\$209.80

The business owner applies for each type of sign separately (3 permits):

Fascia Sign:	Window Signs:	A-Frame Sign:
$\$72 = \$40 + 32 (\$1.60 \times 20)$	$\$72 = \$40 + 32 (1.60 \times 20)$	$\$52.80 = \$40 + 12.80 (1.60 \times 8)$
\$75 inspection fee	\$75 inspection fee	\$75 inspection fee
\$15 technology fee	\$15 tech fee	\$15 tech fee
<u>\$3 cc pmt fee</u>	<u>\$3 cc pmt fee</u>	<u>\$3 cc pmt fee</u>
\$165.00	\$165.00	\$145.80

TOTAL: \$475.80 in fees for signage

Possible solution: The MSAB recommends to the City Council that they waive signage fees for signs seeking MSAB Sign Grants if they apply for and receive permits for those signs. The Sign Grant would continue to reimburse 50% of approved grants up to \$1,500.

PROS: • Increase the interest in better quality signage in the DT District • Increase the number of permitted signs in the DT District • Enable closer contact between business owners and the MSAB & Staff	CONS: • Real possibility that the budget for sign/façade grants could be exhausted before the FY ends. (Could have fees waived without grant funding if all permits were applied for and received.)
--	--

Main Street Advisory Board

August 17, 2022

Agenda Item Cover Sheet

Regular Agenda – Continuing Business

V-B

Sign Grant revision:

2. Discuss and take action on the proposed changes to the Sign Grant packet



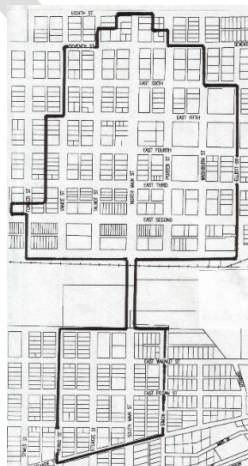
DEADLINE:
2nd Wednesday
of every month

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. This sign grant is one of the economic incentive programs offered by Taylor Main Street to assist downtown business owners.

- The Taylor Main Street Sign Reimbursement Grant Program is set up as a single payment reimbursement to business and/or property owners within the Downtown Redevelopment Area.
- **Grants are available on a 50/50 matching basis with a cap of \$1500 per sign grant (\$3,000+ total project).**
- **Sign permitting fees will be waived (refunded?) for signs which:**
 1. **Apply for and receive the Taylor Main Street Sign Grant and**
 2. **Apply for and receive all applicable permits for the referenced signs.**
- Eligible signs include wall/fascia signs, projecting signs, window signs, hanging signs, awning signs, and A-frame/sandwich board signs for commercial buildings located in the Downtown Redevelopment Area.
- The costs associated with the removal of old signage without it being replaced with a new sign are not eligible for this grant.
- 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 change from the approved grant project may result in the total or partial withdrawal of the grant.



Map of the Taylor Downtown Improvement District. Commercial businesses located within this district are eligible for the Sign Reimbursement Grant.

If you have any questions, please contact Jan Harris, Taylor Main Street Manager at 512/352-3463 or jan.harris@taylortx.gov.



Date submitted: _____
Packet is complete: ____ YES ____ NO
Packet received by: _____

SIGN REIMBURSEMENT GRANT PROGRAM APPLICATION

Signed application packets must be submitted with all the necessary attachments including the property owner's signature to the Taylor Main Street Office, 400 Porter Street no later than the 2nd Wednesday of the month for consideration at the regular monthly meeting on the 3rd Wednesday of the month. Incomplete packets will be returned to the applicant.

- ◆ Applicant's Name: _____ Date: _____
- ◆ Business Name: _____
- ◆ Mailing Address: _____
- ◆ Contact Phone: _____ Email Address: _____
- ◆ Building Address: _____
- ◆ Building Owner (if different from applicant): _____
- ◆ Building Owner's Contact Number: _____
- ◆ Complete description of sign/s and method of installation:

- ◆ List all sign company proposals and the total amounts of each (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. Please make sure your application packet is complete. Incomplete application packets will not be considered by the Main Street Advisory Board:

- 1) Scale drawing/s or photographs of proposed sign/s
- 2) All final paint color samples and sign materials used
- 3) Original copies of all sign company proposals including installation.
- 4) Copies of the business' Certificate of Occupancy
- 5) Copies of all applicable Sign Permits for the project
- 6) The signature of the property owner to signify their consent for you to install signs on their property

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

I further understand that if I am awarded a Sign Reimbursement Grant by the Taylor Main Street Advisory Board, any change 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 installation, 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**

Date the application was considered by the MSAB: _____

This application was _____ **APPROVED** **or** _____ **DENIED** **by the Main Street Advisory Board.**

Taylor Main Street Manager **Date**

Taylor Main Street Advisory Board Chairman **Date**

Main Street Advisory Board

August 17, 2022

Agenda Item Cover Sheet

Regular Agenda – Continuing Business

V-C

Reclaiming Main Street (HWY 95) as a street rather than a highway

1. Review the results of board members research into other Texas cities with a Main Street that is also a highway.

MEMORANDUM

TO: Main Street Advisory Board
FROM: Jan Harris, Main Street Manager
DATE: July 13, 2022 (Revised 8/9/2022)
RE: Staff Report – Sign Grant Revision – incentive of waiving permitting fees with sign grant

For detailed information regarding this topic, refer to the July 2022 meeting packet of the MSAB pages 80-88.

Main Street Advisory Board

August 17, 2022

Agenda Item Cover Sheet

Regular Agenda – Continuing Business

V-D

Breakfast Bites:

1. Review the outcome of the August Breakfast Bites – signage, sign permitting, and the pending revision of the sign ordinance.
2. Review future Breakfast Bites topics

MEMORANDUM

TO: Main Street Advisory Board
FROM: Jan Harris, Main Street Manager
DATE: August 9, 2022
RE: Staff Report – Breakfast Bites

BACKGROUND: Breakfast Bites are an effective tool to communicate with the downtown Business and Property Owner community.

They are held on the 1st Wednesday of each month at 8.30 am. Main Street provides a light breakfast of tacos, fruit/yoghurt, pastries, coffee & juice.

This is a budgeted item in the 123 Fund.

July 6, 2022	Signage
August 3, 2022	Signage
September 7, 2022	
October 5, 2022	
November 2, 2022	
December 7, 2022	

The following topics were suggested at the July MSAB meeting. The next step is to determine which topics will be on the available dates.

CARTS,

MembershipWare project,

Parking (after the restriping, DT will have 16% more spaces than Taylor Wal-Mart,

Historic Tax Credits,

Wine Swirl,

the Quality of Graphic Design for Signage and its Economic Impact on Downtown and Individual Businesses.

Main Street Advisory Board

August 17, 2022

Agenda Item Cover Sheet

Regular Agenda – Continuing Business

V-E

Receive staff update on the MembershipWare Digital Map Project

MEMORANDUM

TO: Main Street Advisory Board
FROM: Jan Harris, Main Street Manager
DATE: August 9, 2022
RE: Staff Report – MembershipWare

Staff sent out a survey on July 6th seeking business input for the database. So far, I've received only 16 responses. I plan to take a day and work from home where I won't be distracted and try to bash this database out.

The MembershipWare site for Taylor's database is located at
<https://app.membershipware.com/taylortexas/explore>

The following businesses have responded with completed survey forms:

Main Ave Printing	Jeff's Resurrections	The Flower Note
Dee's Boutique	Tierra Grande	Curio Mrvosa
Edward Jones	Art Off Center	Brookshire Insurance
S & D Plumbing	Hayley's Grains	Ironwood Industries
Westlund Piano	Citizens National Bank	Cornerstone R E
Netta's Nook	Karch Music	Graphismo
Taylor Compress	Frills	74 Man Store
Frock On Vintage	Threads Urban Boutique	The Light House
Dovetail Wealth	Potter's House	Black Sparrow
Shepherd's Heart	Mezoozah	Cookies, Cupcakes & More
Brasfield R E	Trouvaille Antiques	El Corral Lozano
Yipiokya	Texas Beer Co	Sweet & Southern Finds
Lucky Duck	Nail Shack	46 & 2
Drip n Rip Vapes	Good Strangers	

Johan Borge put in Euroway Sports but that is not located in Taylor.

Main Street Advisory Board

August 17, 2022

Agenda Item Cover Sheet

Regular Agenda – Continuing Business

V-F

Demolition & Demolition by Neglect Historic Preservation Ordinance:

1. Receive information and discuss future action on this project.

MEMORANDUM

TO: Main Street Advisory Board
FROM: Jan Harris, Main Street Manager
DATE: August 9, 2022
RE: Staff Report – Protecting Vacant/Underused Properties from Demolition and Demolition by Neglect

Staff proposed the MSAB recommend to City Council a two-pronged effort to protect the properties within the Taylor Commercial Historic District:

1. That they consider for approval a Preservation Ordinance centering around the issues of Demolition and Demolition by Neglect.

I have attached a draft HP Ordinance with a strong Demolition & Demolition by Neglect core. I want to draw your attention to Sections 7 thru the end of the ordinance as that deals with the following

- Minimum maintenance standards
 - Procedures to mitigate demolition by neglect
 - Ordinary maintenance
 - Demolition of landmarks
 - Certificate of Appropriateness (COA) for demolition affecting Landmarks and Historic Districts
 - Procedures for a COA
 - Economic hardship involving a COA
2. That they consider for approval a Vacant Building Ordinance which will provide a roadmap for preventing the negative impact of vacant buildings on surrounding property values, the loss of potential revenue for both the public and private sectors, etc.

Several TX Main Street Cities have Vacant Building Ordinances:

- Cuero
 - Vacant building ordinance
 - Vacant property registration
- Denison
 - Ordinance to prevent storage and/or living on the first floor
 - Ordinance requiring minimum maintenance (strong will to enforce this ordinance is KEY to its success)
- Paris
 - Vacant building ordinance
 - Vacant building registration form
- Uvalde
 - Vacant building ordinance
 - Vacant structure registration form
- Winnsboro
 - Vacant building ordinance but it lacks teeth

REFER TO THE SUPPORTING DOCUMENTS IN THE JULY AGENDA PACKET – PAGES 22-61

Main Street Advisory Board

August 17, 2022

Agenda Item Cover Sheet

Regular Agenda – Continuing Business

V-G

Agenda Items for future MSAB meetings