

AGENDA

CITY OF TAYLOR, TEXAS MAIN STREET ADVISORY BOARD

May 19, 2021

Time: May 19, 2021 05:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/93635684575>

Meeting ID: 936 3568 4575

One tap mobile

+13462487799,,93635684575# US (Houston)

I. ELECT A CHAIRPERSON AND VICE CHAIRPERSON AND DECLARE A QUORUM

II. CITIZENS COMMUNICATION

III. CONSENT AGENDA

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

1. Review and approve minutes from the meeting on April 19, 2021
2. Receive the financial reports from May 2021

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

3. Main Street Manager's reports:
 - a. Manager's Activity Report
 - b. Downtown Property Report
 - c. Downtown Business Report
 - d. Board Member Attendance Report
4. Consideration of a Rental Assistance Grant request from Dee Reyes – Dee's Flowers & Gifts
5. Discuss changes/updates/additions to the current City of Taylor Sign Ordinance and make recommendations to the City Council
6. Report on progress with the Signage Design Guidelines
7. Discuss enhanced enforcement of no thru trucks in the downtown district and make recommendations to the City Council
8. Information on "open banners" for downtown businesses.
9. Discuss items for upcoming agendas

V. ADJOURN

Next Meeting Date: June 16, 2021

The Board may vote and/or act upon each of the items listed in this Agenda. The Board reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. I certify that the notice of this meeting was posted in the Taylor City Hall Lobby continuously for 72 continuous hours before **May 19, 2021**. I further certify that the following news media was notified of this meeting: Taylor Daily Press.

Posted By: Jan Harris Date: 5/13/2021
Jan Harris, Main Street Manager

Main Street Advisory Board

May 19, 2021

Agenda Item Cover Sheet I

Elect Chairman and Vice Chairman

MAIN STREET ADVISORY BOARD
OFFICER JOB DESCRIPTIONS

Chairperson:

- Attends all board meetings
- Oversees board and executive committee meetings
- Serves as ex-officio member of all committees
- Works in partnership with the Main Street Manager to make sure board resolutions are carried out
- Calls special meetings if necessary
- Assists MS Manager in preparing agenda for board meetings
- Assists MS Manager in conducting new board member orientation
- Acts as an alternate spokesperson for the organization
- Periodically consults with board members on their roles and helps them assess their performance
- Represents the board by presenting the annual report to the City Council

Vice Chairperson:

- Attends all board meetings
- Serves on the executive committee
- Assists Main Street Manager in preparing agenda for board meetings
- Assumes responsibilities of the chair in the absence of the board chair and vice chair
- Carries out special assignments as requested by the board chair
- Understands the responsibilities of the board chair and be able to perform these duties in the chair's absence
- Participates as a vital part of the board leadership

Main Street Advisory Board

May 19, 2021

Agenda Item Cover Sheet III.1

Review and Approve March Meeting Minutes

MAIN STREET ADVISORY BOARD MEETING MINUTES

CITY OF TAYLOR, TEXAS MAIN STREET ADVISORY BOARD

March 17, 2021

MEMBERS PRESENT: Ashley Doss, John McRae, Steve Truex, Erwin Stauffer, Jeff Snyder, Curie Humphreys, and Doug Moss

MEMBERS ABSENT:

STAFF PRESENT: Tom Yantis, Assistant City Manager; Colin Harrison, Assistant Director of Development Services; and Jan Harris, Main Street Manager

OTHERS PRESENT: Robert Bland, Bland's Jewelers; Stacy and Tay Campbell, Taylor Sporting Goods/Taylor Office Products; Bo Brasfield, Brasfield Real Estate; and Robert Garcia, Taylor City Councilman for District 4

- I. **CALL TO ORDER AND DECLARE A QUORUM:** Erwin Stauffer was nominated temporary Chairman for the meeting. He called the meeting to order at 5:30 pm with a quorum present.
- II. **CITIZENS COMMUNICATION:** No communication from the citizenry.
- III. **CONSENT AGENDA**
 1. **MOTION:** To approve the March 17, 2021 Meeting Minutes as presented. **J. McRAE / S. TRUEX/ UNANIMOUS**
 2. **MOTION:** To accept the March Financial Reports as presented. **S. TRUEX / D. MOSS / UNANIMOUS**
- IV. **REGULAR AGENDA: Review, Discuss and Consider Action:**
 1. **Main Street Manager's reports** – Ms. Harris presented the following reports to the board:
 - a. **Manager's Activity Report:** Ms. Harris reviewed the various meetings she attended in the course of her duties including TDA and Main Street meetings; meetings with the Chamber of Commerce and Public Arts Advisory Board; meetings with downtown stakeholders and departmental meetings.
 - b. **Downtown Property Report:** Ms. Harris reviewed the two reports indicating properties for sale and those for lease in the downtown district. She reported that only 2 spaces were available for lease in the McCrory-Timmerman-Titsworth buildings.
 - c. **Downtown Business Report:** Ms. Harris reported that Liberty's Consignments was relocating to Old Taylor High in the coming days.
 - d. **Board Member Attendance Report:** The attendance report was reviewed with the board and attendance was strongly encouraged at all meetings. Ms. Harris thanked the board members who attended the recent Board & Commission Training.
 - e. **Enhanced enforcement of no thru trucks:** Ms. Harris reported that the City Manager has requested input from the Main Street Advisory Board concerning the enhanced enforcement by Taylor Police Department of the No Thru Trucks Ordinance. As this item was not included in the published agenda, she was seeking direction from the board as to their wish to discuss this matter at length at the May 19, 2021 meeting. The board was supportive of continuing the enhanced enforcement once it was clarified that any trucks making deliveries within the downtown could continue to do so. Councilman Garcia noted that he had received communication from Taylor business owners who operated large trucks as a part of their business who wanted to be exempt from this no thru trucks order. The board was not inclined

to support this. This issue will be discussed at length at the May 19, 2021 meeting of the Main Street Advisory Board.

2. **Sign Variance Requests:** Colin Harrison addressed the board and showed a Power Point presentation describing the process the Development Services Department was following to ensure that signage in the downtown followed the Sign Ordinance and possessed a valid sign permit. He also provided the background and content for the Board's consideration of variances. Mr. Harrison then led the discussion regarding the following 6 variance requests:
 - a. **Consider a recommendation to the Zoning Board of Adjustment for a sign variance request for 305 North Main Street:** This building houses both Taylor Office Products and Taylor Sporting Goods. The sign creating the need for a variance was the primary sign painted on the front façade of the building near the cornice. The width of the building dictates the square footage of signage allowed on the building's façade. 305 N. Main Street is 42' in width so the maximum allowable signage under the ordinance is 42 F². The current sign measures approximately 65 F². Business owners Tay and Stacy Campbell addressed the board regarding this sign and the issues which caused it to be installed without a permit. After discussion, the following recommendation was made: **MOTION: The Main Street Advisory Board recommends that the variance be upheld as the sign in question preserves the spirit and intent of the Ordinance and because changing the current sign would present a financial hardship to the owners. D. MOSS / J. McRAE / Unanimous**
 - b. **Consider a recommendation to the Zoning Board of Adjustment for a sign variance for 202 North Main Street:** This building houses Brasfield Realty. The initial variance request was for three non-illuminated primary signs attached to the building's façade above the canopy one of which needs refurbishment. The building is 24' wide so the maximum allowable primary signage would be 24 F². The larger, centrally located sign measures 30" x 4' and the two smaller signs measure 4' x 77", thus exceeding the allowable square footage by 21 F². During discussion, business and property owner Bo Brasfield agreed to remove the 2 smaller signs and refurbish the central sign. This action would bring Mr. Brasfield into compliance with the current Sign Ordinance and eliminates the need for a variance. **MOTION: No action was required of the Main Street Advisory Board as the variance request was withdrawn by Mr. Brasfield.**
 - c. **Consider a recommendation to the Zoning Board of Adjustment for a sign variance for 100 East 2nd Street:** Prior to discussion, Ms. Harris informed the board that MSAB member Ashley Doss is the applicant for this variance. Ms. Doss would speak as the business owner but would recuse herself from all discussion after the presentation and from the vote by the board. The building at 100 E. 2nd Street houses Frills. The variance request is for two pink LED neon signs inside the storefront windows. The current Sign Ordinance states that internally illuminated signs are not permitted. Ms. Doss discussed the positive impact the sign has had on her business. She reminded the board that neon is a traditional sign medium and was for a large part of the 20th Century. After discussion where Mr. Moss noted the number and variety of neon signs that once existed throughout downtown Taylor, the following recommendation was made: **MOTION: The Main Street Advisory Board recommends that the variance for 100 East 2nd Street be upheld. D. MOSS / S. TRUEX / UNANIMOUS WITH ASHLEY DOSS ABSTAINING FROM THE VOTE.**
 - d. **Consider a recommendation to the Zoning Board of Adjustment for a sign variance for 201 North Main Street:** This building houses the Texas Beer Company. The variance request was for two existing internally illuminated signs inside the long window facing 2nd Street. The Sign Ordinance states that internally illuminated signs are not permitted. No one from the Texas Beer Company was present at the meeting. After discussion, the following recommendation was made: **MOTION: The Main Street Advisory Board recommends that the variance request be upheld as**

- the signage in question is financially beneficial to the business. The Board requests that the two signs be centered and hung within the windows. C. HUMPHREYS / A. DOSS / UNANIMOUS
- e. **Consider a recommendation to the Zoning Board of Adjustment for a sign variance request for 304 North Main Street:** This building houses Bland's Jewelry. While Robert Bland was present at the beginning of the meeting, he left prior to the consideration of his variance request. The initial variance request was comprised of two parts. The first part concerned three internally illuminated signs in the storefront windows. The signs in the variance proposal included a flashing "OPEN" sign measuring 1'5" x 6". The second illuminated sign reads "ON SITE JEWELRY REPAIR" and measures 2'7" x 1'7". The third illuminated sign reads "CUSTOM JEWELRY" and measures 2'5" x 1'10". The total size of the illuminated signs is approximately 10 F². Prior to this meeting, Mr. Bland removed two of the internally illuminated signs so that only one internally illuminated "OPEN" sign remains. He has agreed not to reinstall those two signs. The second part of the variance request concerns an A-frame (sandwich board) sign. The ordinance required that sidewalk signs be properly anchored or weighted against the wind and that such signs be removed from the sidewalk when the business is closed. After discussion, the following recommendation was made: **MOTION: The Main Street Advisory Board recommends that the variance for both the single remaining illuminated sign and the A-frame sign be upheld with the following criteria: that the "OPEN" sign be constantly illuminated and not flash, and that the sidewalk sign be weighted.** D. MOSS / S. TRUEX / UNANIMOUS.
- f. **Consider a recommendation to the Zoning Board of Adjustment for a sign variance request for 115 West 2nd Street:** This building houses Xchange Tavern owned by Jason Grace. Mr. Grace was not present at the meeting. The variance seeks to allow a proposed internally illuminated projecting sign comprised of a metal frame and acrylic faces with internal light bulbs in the shape of an "X". The proposed sign would measure 3' x 3'. The Sign Ordinance states that no internally illuminated signs are permitted. Discussion ensued with Doug Moss noting that the sign would be the brightest sign in the area and there was concern that it would be distracting to the surrounding area, pedestrians, and vehicular traffic. It was suggested that an externally illuminated sign would be a better fit for the Victorian style building. In addition, the sign as configured would not be legible as presented. After additional discussion, the following recommendation was made: **MOTION: The Main Street Advisory Board recommends that the variance request be denied. The MSAB is not in favor of having an internally illuminated projecting casement sign with acrylic faces in the downtown district.** D. MOSS / J. SNYDER / UNANIMOUS.

3. **Discuss and receive recommendations from the Main Street Advisory Board regarding downtown street improvements:** Assistant City Manager Tom Yantis made a presentation to the MSAB. The purpose of this agenda item is to discuss the City staff proposal for the use of bond funds for downtown streets. The City issued bonds in 2013 for improvements to downtown streets. There were not specific projects identified for the use of these bond funds. To date, the primary use of the downtown street bond funds has been for the reconstruction of 3rd Street associated with the Skate Park project and the installation of a pedestrian crossing on 4th Street associated with the Skate Park and Heritage Square projects. The City adopted a downtown master plan in 2015 that called for improvements to downtown streets to make the downtown more suitable for pedestrians and street-level businesses. In 2017, the City adopted a wayfinding sign plan to direct vehicles and pedestrians to and within downtown. In 2020, the City completed a landscape plan to rehabilitate all the downtown public planting beds.

Beginning in 2020, the City Council authorized the use of some of the downtown street bonds to implement pilot projects associated with the recommendations in the Downtown Master Plan. These projects included temporary curb extensions, plantings and painting/stripping along 2nd Street between Porter and Talbot. These projects demonstrate the concepts in the Downtown Master Plan.

Staff is recommending using additional bond funds to make permanent the improvements in the block of W. 2nd Street between Main and Talbot. This would include constructing new concrete curbs and sidewalks, installing barriers such as bollards to separate pedestrians from vehicles, creating tree wells to plant street streets, etc.

Based upon the cost of these improvements, Mr. Yantis noted that staff recommends using the remaining funds on three additional projects: 1) re-stripping all downtown streets to maximize on-street parking; 2) rehabilitating all the downtown planting beds with new plants and irrigations repairs; 3) beginning to implement the pedestrian wayfinding sign program.

Councilman Garcia emphasized the importance of road improvements as the cost of milling and repaving downtown streets rises about 10% per year. He mentioned the hope the City will work with the Railroad to improve the railroad station noting that having an improved Porter Street would be necessary once the transportations improvements were accomplished.

The MSAB discussed the proposal at length and emphasized that the funds available should be invested in the downtown spaces to reinforce it as a destination for residents and visitors. It was further discussed that rather than move to permanent improvements to the 2nd St block between Main and Talbot, that less expensive non-permanent improvements could build on what the City has already achieved with the first phase of the improvements. With that in mind, the following recommendation was made: **MOTION: That the priority of the 4 elements of downtown street improvements be shifted to the following: 1) Begin implementation of a wayfinding sign plan. 2) Implement landscape plan for downtown planting beds. 3) Re-stripe downtown streets to maximize downtown parking. 4) Implement improvements on West 2nd St between Main and Talbot. An additional item was added to the list presented by Staff: 5) Whatever funds remain after the first 4 items should be used to address future mass transit opportunities on Porter Street. D. MOSS / C. HUMPHREYS / UNANIMOUS.**

4. Discuss items for upcoming agendas:

- a. Election of officers
- b. Discussion of recommendation regarding enhanced enforcement of No Thru Truck Zone in downtown
- c. Discuss and make recommendations for changes, updates, additions to the current Sign Ordinance
- d. Review draft of Signage Design Guidelines packet
- e. Staff to present information on "OPEN" banners for businesses to use in lieu of electronic and illuminated "OPEN" signs.

V. ADJOURN: MOTION: The April meeting of the Main Street Advisory Board was declared adjourned at 8:36 pm.

Respectfully submitted:

Jan Harris, CMSM, MHP

Main Street Manager

Main Street Advisory Board
May 19, 2021

Agenda Item Cover Sheet III.2
Receive April Financial Reports

C I T Y O F T A Y L O R
F I N A N C I A L S T A T E M E N T
A S O F : A P R I L 3 0 T H , 2 0 2 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
<u>EXPENDITURE SUMMARY</u>							
524-	MAIN STREET PROGRAM	112,655.00	6,776.05	53,198.54	47.22	0.00	59,456.46
***	TOTAL EXPENDITURES	***	112,655.00	6,776.05	53,198.54	47.22	0.00
***	TOTAL PROFIT / (LOSS)	***	(112,655.00)	(6,776.05)	(53,198.54)	47.22	0.00
							(59,456.46)

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

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

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2021

100-GENERAL FUND
524-MAIN STREET PROGRAM
DEPARTMENT EXPENSES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>100-EMPLOYEE SERVICES</u>							
<u>WAGES & SALARIES</u>							
524-111	REGULAR FULL TIME	62,000.00	4,912.30	35,697.71	57.58	0.00	26,302.29
524-114	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
524-115	LONGEVITY PAY	48.00	0.00	48.00	100.00	0.00	0.00
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 *	62,048.00	4,912.30	35,745.71	57.61	0.00	26,302.29
<u>PAID BENEFITS</u>							
524-120	UNUM LIFE	143.00	14.53	100.33	70.16	0.00	42.67
524-121	FICA SOCIAL SECURITY	4,761.00	376.40	2,968.51	62.35	0.00	1,792.49
524-122	WORKERS COMPENSATION	131.00	34.18	124.74	95.22	0.00	6.26
524-123	STATE UNEMPLOYMENT TAXES	162.00	0.00	0.00	0.00	0.00	162.00
524-124	RETIREMENT- TMRS	8,268.00	662.27	4,757.89	57.55	0.00	3,510.11
524-126	HEALTH INSURANCE	6,767.00	615.11	4,305.77	63.63	0.00	2,461.23
524-127	DENTAL INSURANCE	311.00	24.82	173.74	55.86	0.00	137.26
524-128	LONG TERM DISABILITY	186.00	15.97	110.36	59.33	0.00	75.64
524-129	VISION INSURANCE	48.00	3.96	27.72	57.75	0.00	20.28
	* SUB-CATEGORY TOTAL *	20,777.00	1,747.24	12,569.06	60.50	0.00	8,207.94
<u>ALLOWANCES/REIMBURSEMENTS</u>							
524-133	BUSINESS- TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00
524-135	BUSINESS MEALS	550.00	0.00	0.00	0.00	0.00	550.00
	* SUB-CATEGORY TOTAL *	550.00	0.00	0.00	0.00	0.00	550.00
<u>TRAINING/PROFESSIONAL DEVELOPM</u>							
524-141	WORKSHOP TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
524-142	PROFESSIONAL CONFERENCES	1,300.00	0.00	289.00	22.23	0.00	1,011.00
524-143	MEMBERSHIPS AND DUES	1,550.00	0.00	1,947.16	125.62	0.00	(397.16)
524-144	SUBSCRIPTIONS AND BOOKS	1,400.00	0.00	602.97	43.07	0.00	797.03
524-146	TRAINING- TRANSPORTATION	500.00	0.00	0.00	0.00	0.00	500.00
524-147	TRAINING- LODGING	1,043.00	0.00	0.00	0.00	0.00	1,043.00
524-148	TRAINING- MEALS	650.00	0.00	0.00	0.00	0.00	650.00
	* SUB-CATEGORY TOTAL *	6,443.00	0.00	2,839.13	44.07	0.00	3,603.87

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2021

100-GENERAL FUND
524-MAIN STREET PROGRAM
DEPARTMENT EXPENSES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
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** CATEGORY TOTAL **		89,818.00	6,659.54	51,153.90	56.95	0.00	38,664.10
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200-OPERATIONAL SUPPLIESOFFICE SUPPLIES

524-211	GENERAL OFFICE SUPPLIES	1,000.00	16.23	480.86	48.09	0.00	519.14
524-213	PHOTOGRAPHIC SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
524-214	COMPUTER SUPPLIES	450.00	0.00	138.93	30.87	0.00	311.07
524-215	POSTAGE	100.00	0.00	0.00	0.00	0.00	100.00
* SUB-CATEGORY TOTAL *		1,550.00	16.23	619.79	39.99	0.00	930.21

PROGRAM/SPECIAL EVENTS

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

OPERATIONAL EQUIPMENT (ADMIN)

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

** CATEGORY TOTAL **		20,650.00	16.23	619.79	3.00	0.00	20,030.21
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300-FACILITIES OPERATIONS/MAINUTILITIES

524-323	TRUNK TELEPHONE SYSTEM	30.00	0.00	0.00	0.00	0.00	30.00
524-324	CELL PHONES	600.00	45.00	280.00	46.67	0.00	320.00
* SUB-CATEGORY TOTAL *		630.00	45.00	280.00	44.44	0.00	350.00

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2021

100-GENERAL FUND
524-MAIN STREET PROGRAM
DEPARTMENT EXPENSES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
** CATEGORY TOTAL **		630.00	45.00	280.00	44.44	0.00	350.00
 <u>400-EQUIPMENT OPERATIONS/MAINT</u>							
<u>OFFICE EQUIPMENT</u>							
524-461	OFFICE EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00	0.00
524-462	OFFICE EQUIPMENT MAINT/REPAIR	1,000.00	55.28	616.85	61.69	0.00	383.15
* SUB-CATEGORY TOTAL *		1,000.00	55.28	616.85	61.69	0.00	383.15
** CATEGORY TOTAL **		1,000.00	55.28	616.85	61.69	0.00	383.15
 <u>500-CONTRACT SERVICES AND FEES</u>							
<u>PROFESSIONAL SERVICES</u>							
524-512	ENGINEERING SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
524-519	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
* SUB-CATEGORY TOTAL *		0.00	0.00	0.00	0.00	0.00	0.00
 <u>FEES FOR SERVICES</u>							
524-523	OUTSIDE PRINTING	0.00	0.00	0.00	0.00	0.00	0.00
524-528	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00
* SUB-CATEGORY TOTAL *		0.00	0.00	0.00	0.00	0.00	0.00
 <u>CONTRACT SERVICES</u>							
524-532	SOFTWARE MAINT/LICENSING	200.00	0.00	0.00	0.00	0.00	200.00
524-539	OTHER CONTRACT SERVICES	357.00	0.00	528.00	147.90	0.00	(171.00)
* SUB-CATEGORY TOTAL *		557.00	0.00	528.00	94.79	0.00	29.00
** CATEGORY TOTAL **		557.00	0.00	528.00	94.79	0.00	29.00

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2021

100-GENERAL FUND
524-MAIN STREET PROGRAM
DEPARTMENT EXPENSES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>700-CAPITAL OUTLAY</u>							
<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 ***		112,655.00	6,776.05	53,198.54	47.22	0.00	59,456.46
		=====	=====	=====	=====	=====	=====
*** TOTAL EXPENSES ***		112,655.00	6,776.05	53,198.54	47.22	0.00	59,456.46
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(112,655.00)	(6,776.05)	(53,198.54)	47.22	0.00	(59,456.46)
		=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

C I T Y O F T A Y L O R
 FINANCIAL STATEMENT
 AS OF: APRIL 30TH, 2021

123-MAIN STREET REVENUE FUND
 FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
330-INTERGOVERNMENTAL REV		17,000.00	0.00	0.00	0.00	0.00	17,000.00
430-USE OF MONEY AND PROP		0.00	0.00	0.00	0.00	0.00	0.00
440-DONATIONS FROM PRIVAT		50,500.00	525.00	3,996.00	7.91	0.00	46,504.00
450-INTERFUND OPERATING T		39,600.00	0.00	19,800.00	50.00	0.00	19,800.00
*** TOTAL REVENUES ***		107,100.00	525.00	23,796.00	22.22	0.00	83,304.00
<u>EXPENDITURE SUMMARY</u>							
615-CONTRIBUTE TO CIVIC P		97,650.00	0.00	11,754.28	12.04	0.00	85,895.72
*** TOTAL EXPENDITURES ***		97,650.00	0.00	11,754.28	12.04	0.00	85,895.72
*** TOTAL PROFIT / (LOSS) ***		9,450.00	525.00	12,041.72	127.43	0.00	(2,591.72)

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2021

123-MAIN STREET REVENUE FUND
REVENUES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>330-INTERGOVERNMENTAL REVENUES</u>							
330-234	TEDC CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00
330-235	GENERAL CONTRIBUTIONS	17,000.00	0.00	0.00	0.00	0.00	17,000.00
330-236	OTHER CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00
** REVENUE CATEGORY TOTAL **		17,000.00	0.00	0.00	0.00	0.00	17,000.00
<u>430-USE OF MONEY AND PROPERTY</u>							
430-331	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00
430-335	REFUNDS AND REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
** REVENUE CATEGORY TOTAL **		0.00	0.00	0.00	0.00	0.00	0.00
<u>440-DONATIONS FROM PRIVATE SOU</u>							
440-352	FARMERS' MARKET RENTAL FEES	2,000.00	525.00	3,996.00	199.80	0.00	(1,996.00)
440-353	MAIN STREET CAR SHOW	28,000.00	0.00	0.00	0.00	0.00	28,000.00
440-354	WINE SWIRL	4,500.00	0.00	0.00	0.00	0.00	4,500.00
440-355	HERITAGE SQ CHRISTMAS LIGHTS	0.00	0.00	0.00	0.00	0.00	0.00
440-356	CHRISTMAS BAZAAR	2,000.00	0.00	0.00	0.00	0.00	2,000.00
440-357	SALES AND OTHER FUNDRAISINGS	0.00	0.00	0.00	0.00	0.00	0.00
440-358	TAYLOR BLACKLAND PRAIRIE DAYS	14,000.00	0.00	0.00	0.00	0.00	14,000.00
440-359	SPOOKTACULAR	0.00	0.00	0.00	0.00	0.00	0.00
** REVENUE CATEGORY TOTAL **		50,500.00	525.00	3,996.00	7.91	0.00	46,504.00
<u>450-INTERFUND OPERATING TRANSF</u>							
450-361	TRANSFER FROM TIF	20,000.00	0.00	10,000.00	50.00	0.00	10,000.00
450-362	TRANSFER FROM H.O.T.	5,000.00	0.00	2,500.00	50.00	0.00	2,500.00
450-365	TRANSFER FROM GENERAL FUND	14,600.00	0.00	7,300.00	50.00	0.00	7,300.00
** REVENUE CATEGORY TOTAL **		39,600.00	0.00	19,800.00	50.00	0.00	19,800.00
*** TOTAL REVENUES ***		107,100.00	525.00	23,796.00	22.22	0.00	83,304.00

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2021

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

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>100-EMPLOYEE SERVICES</u>							
<u>WAGES & SALARIES</u>							
615-111	REGULAR FULL TIME	0.00	0.00	0.00	0.00	0.00	0.00
	* SUB-CATEGORY TOTAL *	0.00	0.00	0.00	0.00	0.00	0.00
	** CATEGORY TOTAL **	0.00	0.00	0.00	0.00	0.00	0.00
<u>200-OPERATIONAL SUPPLIES</u>							
<u>PROGRAM/SPECIAL EVENTS</u>							
615-232	FARMERS' MARKET	0.00	0.00	2,267.13	0.00	0.00	(2,267.13)
615-233	CITY SPONSORED EVENTS	7,000.00	0.00	0.00	0.00	0.00	7,000.00
615-234	FUND RAISING GOODS	0.00	0.00	0.00	0.00	0.00	0.00
615-235	MAIN ST CAR SHOW	23,000.00	0.00	0.00	0.00	0.00	23,000.00
615-236	TAYLOR BLACKLAND PRAIRIE DAYS	22,900.00	0.00	0.00	0.00	0.00	22,900.00
615-237	WINE SWIRL	3,700.00	0.00	0.00	0.00	0.00	3,700.00
615-238	CHRISTMAS BAZAAR	0.00	0.00	0.00	0.00	0.00	0.00
615-239	SPOOKTACULAR	1,450.00	0.00	0.00	0.00	0.00	1,450.00
	* SUB-CATEGORY TOTAL *	58,050.00	0.00	2,267.13	3.91	0.00	55,782.87
<u>SPECIALTY SUPPLIES</u>							
615-259	MISC. SUPPLIES	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 **	58,050.00	0.00	2,267.13	3.91	0.00	55,782.87

500-CONTRACT SERVICES AND FEES

C I T Y O F T A Y L O R
FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2021

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

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>PROFESSIONAL SERVICES</u>							
615-519	OTHER PROFESSIONAL SERVICES	0.00	0.00	4,487.15	0.00	0.00	(4,487.15)
	* SUB-CATEGORY TOTAL *	0.00	0.00	4,487.15	0.00	0.00	(4,487.15)
<u>FEEES FOR SERVICES</u>							
615-523	OUTSIDE PRINTING	0.00	0.00	0.00	0.00	0.00	0.00
615-528	ADVERTISING	5,000.00	0.00	0.00	0.00	0.00	5,000.00
	* SUB-CATEGORY TOTAL *	5,000.00	0.00	0.00	0.00	0.00	5,000.00
** CATEGORY TOTAL **		5,000.00	0.00	4,487.15	89.74	0.00	512.85
<u>700-CAPITAL OUTLAY</u>							
<u>OFFICE FURNITURE/EQUIPMENT</u>							
615-719	OTHER CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
	* SUB-CATEGORY TOTAL *	0.00	0.00	0.00	0.00	0.00	0.00
** CATEGORY TOTAL **		0.00	0.00	0.00	0.00	0.00	0.00
<u>800-CONTRIBUTIONS & CONTINGENC</u>							
<u>CONTRIBUTIONS/TRANSFERS</u>							
615-811	RENTAL ASSISTANCE	14,600.00	0.00	0.00	0.00	0.00	14,600.00
615-813	FACADE GRANT	20,000.00	0.00	5,000.00	25.00	0.00	15,000.00
615-819	OTHER CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00
	* SUB-CATEGORY TOTAL *	34,600.00	0.00	5,000.00	14.45	0.00	29,600.00
** CATEGORY TOTAL **		34,600.00	0.00	5,000.00	14.45	0.00	29,600.00
*** DEPARTMENT TOTAL ***		97,650.00	0.00	11,754.28	12.04	0.00	85,895.72
*** TOTAL EXPENSES ***		97,650.00	0.00	11,754.28	12.04	0.00	85,895.72

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

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
***	TOTAL PROFIT / (LOSS) ***	9,450.00	525.00	12,041.72	127.43	0.00	(2,591.72)

*** END OF REPORT ***

Main Street Advisory Board

May 19, 2021

Agenda Item Cover Sheet IV.3

Main Street Manager's Reports

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

Main Street Monthly Report – May 2021

NOTE: I was out on medical leave from March 31st-April 16th.

Community Outreach:

- Main Street Advisory Board Meeting – 4/21
- PAAB Meeting 4/28

Local Business / Owner Visits:

- Met with Ruth Rivera re: renovation of 319 N Main St
- Met with Ian Davis and Tyler Bybee – 4/23
- Working with downtown merchants regarding signage as needed

Event Planning:

- Began to field calls regarding future special events in Taylor
- Participated in Mamma Jamma Bike Ride Event Planning Meeting – 4/9

Film Friendly Taylor:

Other Duties:

- Development Team Meetings – Every Monday at 9am
- Development Team Check-In Meetings – Daily at 4 pm
- Participated in board & Commission Training – 4/6
- 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:

- Develop signage design guidelines
- Set up a virtual Breakfast Bites re: signage

DOWNTOWN PROPERTY REPORT

April 2021 Properties for Sale

	A	B	C	D	E	F	G	H
1	PROPERTY ADDRESS	PROPERTY NAME	# SF	PRICE/SF	PRICE	CONTACT NAME	CONTACT NUMBER	CONTRACT PENDING
2								
3	103 W 5th	old State Farm Ins Bldg	1620/SF	\$174.03/SF	\$235,000	Turner Commercial Properties	512-930-2800	YES
4	108-116 E 2nd St	Taylor Sta., Turning Heads Salon, & 3 lots	4310/SF		\$850,000.00	Bo Brasfield	512-365-6500	
5	119 W 2nd St; Ste E	Peterson Building	6060/SF	\$101.28/SF	\$750,000.00	Brasfield Realty	512-365-6500	
6	119-121 E 3rd Street	Ricocco's	9916/SF	\$87.23/SF	\$975,000	Kelly Loessin	830-542-9353	
7	201 W 4th Street	H. Hays Property	4420/SF	\$109.73/SF	\$485,000.00	Kelly Loessin	830-542-9353	
8	219-221 N Main St	Texas Historic Café Bldg	16,138/SF	\$201.38/SF	\$3,250,000	Phillip Way	512-537-7110	
9	417 W 2nd St	old Taylor Bedding Co.	70,995 SF		serious enquiries only	Ryan Perry; Asterra Properties	512-694-5426	
10	700 N Main Street	Office Building	7183/SF		\$828,500.00	Julie Downs	512-365-8563	
11								
12								
13	421 N Main St	fmr. Hawt Spot	1854/SF	\$151/SF	\$279,900	Anya NeNio; Don Quick Realty	512-814-1811	
14								
15								
16								
17								
18								

DOWNTOWN PROPERTY LISTING

April 2021 Properties for Lease

	A	B	C	D	E	F	G
1							
2	PROPERTY ADDRESS	PROPERTY NAME	# SF	PRICE/SF	PRICE	CONTACT NAME	CONTACT NUMBER
3	109 N Main St; 1st floor	Woodsman Inc.	1500/SF	\$1/SF	\$1550/mo	Josh Richards	512-846-2535
4	109 W 3rd St	fmr C VanderDys Edward Jones office	980/SF	\$1.63/SF	\$1,600	Tony Gomes	512-784-8712
5	111 N Main St	Woodsman Inc.	2000/SF	\$1.18/SF	\$1700/mo	Josh Richards	512-846-2535
6	111 W 3rd St	Richter Furniture Bldg	16,000/SF	TBD	TBD	Ryder Jeanes	512-441-8888
7	112 W 2nd St; Ste 202	McCrary Timmerman Bldg	3800/SF	\$1.50/SF/Mo	\$5700/MO	Julie Downs	512-365-8563
8	211 N Main Ste B2	Hawt Spot	1,500/SF	\$1.32	\$1,980	Julie Downs	512-365-8563
9	206 N Main Street	fmr World Finance	1750/SF	\$0.74/SF	\$1,300	Patrick Quinn	512-352-6345
10	221 N Main St	Texas Hist. Café Restaurant Space	3200/SF	TBD	TBD	Tony Gomes	512-784-8712
11	310-A N Main S	fmr Tx Dirt Road Home	3937/SF	\$1.79/SF	\$2200/mo	Josh Richards	512-846-2535
12	407 S. Main St.		1400/SF	\$1.43/SF	\$2000/mo	Julie Downs	512-365-8563
13	408 W 2nd St; Ste 2	fmr Boomers Advisory Group	1517SF		\$675/mo	Robert J Fischer	
14	415-A N Main St	fmr Pink Coconut	2000/SF	\$1.67/SF	\$1200/mo	Rick Northcutt	
15	421 N Main St	fmr Hawt Spot	1854/SF	\$0.89/SF	\$1650/mo	Anya DeNio	512-814-1811

DOWNTOWN BUSINESS REPORT – May 2021

	Business Name	Address	Owner/Manager	Type of Business
OUTGOING:				
	Red Rider Studio	112 N Main St	Norma Jeanne Maloney	Service
	The Shack Restaurant	221 W 4 th Street		Restaurant
	The Pink Coconut	415-A N Main St	Susie Pownders	Retail
INCOMING:				
	HJD Homes	116 W 2 nd St	David Downs	Service
	Flake Bakery & Larder	103 W. 5 th St	Leisha Downs	Food
	Hayley's Grains	120 W 2 nd Ste G	Hayley Blundell	Food
	(some new venture)	113 W 2 nd St		
	Vintage Affaire (reopened)	106 E 2 nd St	Betty Hile	Retail
RELOCATING:				

TAYLOR MAIN STREET ADVISORY BOARD															2021			
MEMBER NAME	1/21/2021	2/17/21 (CANCELLED-WEATHER)	3/17/2021	4/21/2021	5/19/2021	6/16/2021	7/21/2021	8/18/2021	9/15/2021	10/20/2021	11/17/2021	12/15/2021				TOTAL MTGS CALLED	TOTAL MEETINGS ABSENT	Met Attendance Requirement per handbook
Ashley Doss			P	P														
Curie Humphreys			EA	P														
John McRae	P		P	P														
Doug Moss			P	P														
Jeff Snyder			P	P														
Erwin Stauffer	P		P	P														
Steve Truex	EA		P	P														
EA = Excused Absence, per Chairman			A = Absent, not excused						P = Present									
Attendance Requirement: Per City Council policy via B&C handbook, if a member is absent from more than twenty-five (25%) percent of the duly called meetings in any period of twelve (12) consecutive months or absent from more than two duly called meetings in any period of twelve consecutive months, whichever is greater, for																		
1/21 - S Truex excused absence - ill with COVID-19																		
3/17 - Newly appointed bd mbrs notified less than a week before of their appointments - C. Humphreys had long-standing plans and with short notice couldn't change.																		

Main Street Advisory Board

May 19, 2021

Agenda Item Cover Sheet IV.4

Rental Assistance Application
Dee's Flowers & Gifts – 323 N. Main Street

Staff Report
Rental Assistance Grant Request from Dee Reyes – Dee’s Flowers and Gifts

1. The applicant is a long-time business owner in downtown Taylor. Ms. Reyes owned and operated Dee’s Boutique at 313 N Main for 9 years. That property is owned by Ian Reddy. She relocated to 323 N Main in February after damage was done to 313 N Main during the winter storm. Her current location is owned by the Jayroe Management Trust (Calvin Jayroe).
2. The move from 313 to 323 N Main, offered Ms. Reyes the opportunity to change her business mix to place greater emphasis on her work as a florist. She dropped her formal wear product line in favor of giftware and product-filled baskets.
3. The Guidelines for the Rental Assistance Program describe the goals of the program as:

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

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

4. Eligible applicants may be awarded rental assistance up to 50% of the monthly lease amount for the first six months, not to exceed \$750.00 per month, and for each month seven through 12, payments will be reduced by approximately 11/5%.

Ms. Reyes’ monthly rent is \$1320. She would therefore be eligible to receive a maximum reimbursement of \$750 at the outset of the program.

Month	100% Rent	Reimburse	Percent
1	\$1320.00	\$750.00	50.00%
2		\$750.00	50.00%
3		\$750.00	50.00%
4		\$750.00	50.00%

5	\$750.00	50.00%
6	\$750.00	50.00%
7	\$664.00	44.25%
8	\$587.00	39.16%
9	\$520.00	34.66%
10	\$460.00	30.67%
11	\$407.00	27.14%
12	\$360.00	24.01%
	\$15,840.00	\$7,499.00
		41.66%

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

5. The current budget line item has \$14,600. The FY21-22 budget projects to have an additional \$14,600 as well. Assuming her grant application is approved, her payments could begin in June 2021. Four payments totaling \$3,000 would be taken from FY 20-21 leaving a balance of \$14,300. The rental assistance award balance of \$4,498.00 would be withdrawn from the FY21-22 Rental Assistance budget line leaving a remainder of \$10,102 to lend to other applicants.



Taylor Main Street Rental Assistance Program

Application for Assistance

PURPOSE

This form provides basic information used by Taylor Main Street in determining the eligibility of a new business for acquiring rental assistance from the City of Taylor. All assistance is based on City Council approval of the annual fiscal year budget. All assistance is available throughout the year on a first come, first serve basis until total funds are depleted and at that time no more applications will be accepted.

APPLICANT

Name of Applicant:

Dianna Reyes (Reyes)

Location of Business:

323 N. Main Street Taylor TX 76574

Description of Business:

Flower & Gift Shop

Phone: 512-365-4559 Mobile: 512-365-4559

Fax Number: N/A

Email of Applicant: dees.boutique1@yahoo.com

Permanent Mailing Address of Applicant: 705 Yosemite Trail Taylor 76574
Street or PO Box City Zip

Federal Tax ID Number: 573-80-5392

Applicant's Business Background: After retirement 2009, open full time business and has been doing flowers for the last 3 years which is now her passion and main focus of business.

Applicants are required to submit the following:

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

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

Grant assistance applied for:

Number of Months 12

LEASE INFORMATION

Location of Leased Space: 323 N. Main Street Taylor TX 76574

Lease Start Date: 3/13/21 Lease Expiration Date: 3/12/26

Monthly Rent: 1,434.62 Utilities Included in Rent (Y/N): N

Square Feet Leased: 1200

PROPERTY OWNER INFORMATION

Name of Property Owner: Calvin Jayroe/Monica Luxon-

Address of Property Owner: Broker/Manager - www.LuxonRealtyServices.com
Jayroe Management Trust

Mailing Address (if different) : _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Mobile Number: _____

Fax Number: _____ Email Address: _____

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

If yes, explain: _____

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

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

Shanna Reys
Signature

3/6/21
Date

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

For Internal Purposes:

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

Dee's Flowers & Gifts
323 North Main Street, Taylor TX 76574
(512) 365-4559

March 6, 2021

Executive Summary

The Company

The flower shop is registered as Dee's Flowers & Gifts and will be situated in Taylor Texas 323 N Main Street Taylor Texas 76574.

The Ownership

The company is structured as a sole proprietorship.

The Management

Dianna Reyes manages and operates Dee's Flowers & Gifts, her daughter Racquel Torres has relocated to join the new family business. Dianna Reyes, a hard-working minority women opened a boutique in 2006 at a local flea market on the weekends, while she also worked. Soon after retirement she decided to open a full-time business in 2009 she seen the growth potential and adapted to the needs of her customers from beauty, clothing to wedding planning is where she seen her true calling and started learning the floral business, she has taken different classes on design and has joined a floral support network, the love Dianna has for people the flower business is the perfect way to express herself through her designs.

The Product

Flower and Gift store to serve walk in customers. Online Orders through High Performing website provided by Lovingly a floral website that competes and wins. We are inspired to create beautiful designs, that express peoples emotions and builds relationships through our designs. We are the center of the moments and milestones that make up peoples lives. Dee's Flowers & Gifts is the only flower shop in town that is open 6 days a week and will adjust the schedule to open on Sundays for holidays or to accommodate a Sunday funeral.

The Target Market

Dee's Flowers & Gifts has gained great recognition from our custom made "MUMS" which is a big Texas tradition for High School Homecoming, and corsages and boutonnieres for High School Prom that has brought us clientele from the surrounding communities of Thrall, Granger, Bartlett, Rockdale, Coupland, Hutto, Thorndale and Elgin. With funerals being the majority of our business, we have just been informed that we are now included on the Funeral Homes preferred vendor list

Pricing Strategy

We provide a competitive service with excellent rates. We also provide quality customer services along with our high-end arrangements that we are able to charge more for.

The Competitors

We have (3) Three local competitors that have been in business long before our arrival, that we are proud to say our ratings have surpassed them. We strive to provide the best service possible and encourage our customer feedback which keeps us well informed and involved.

Opportunities

We own a family oriented business providing a service to our extended family of customers. Being the new flower shop in town that values our work is constantly rewarded by the repeat business and referrals. Where there is a need is an opportunity in the making.

Short Term Goals

Dianna is considering having the company van wrapped to serve as a fully functioning delivery/advertisement van. Dianna is looking into a system that will help the business run more efficiently and be able to generate reports in a timely manner.

Budget & Planning

Dianna is looking into a system that will help the business run more efficiently where we will be able to generate reports in a timely manner. Dianna is currently saving on excess inventory by ordering product as needed and keeping inventory on hand to a minimal.

SCHEDULE C
(Form 1040 or 1040-SR)

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Business
(Sole Proprietorship)

► Go to www.irs.gov/ScheduleC for instructions and the latest information.

► Attach to Form 1040, 1040-SR, 1040-NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2019

Attachment
Sequence No. **09**

Name of proprietor

DIANNA REYES

Social security number (SSN)

573805392

A Principal business or profession, including product or service (see instructions)

RETAIL

B Enter code from instructions

► **4 5 3 1 1 0**

C Business name. If no separate business name, leave blank.

DEES BOUTIQUE FLORIST

D Employer ID number (EIN) (see instr.)

E Business address (including suite or room no.) ► **313 N MAIN ST**

City, town or post office, state, and ZIP code **TAYLOR TX 76574**

F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) ►

G Did you "materially participate" in the operation of this business during 2019? If "No," see instructions for limit on losses . ☒ Yes ☐ No

H If you started or acquired this business during 2019, check here ☐

I Did you make any payments in 2019 that would require you to file Form(s) 1099? (see instructions) ☐ Yes ☒ No

J If "Yes," did you or will you file required Forms 1099? ☐ Yes ☐ No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked ☐	1	67354
2	Returns and allowances	2	
3	Subtract line 2 from line 1	3	67354
4	Cost of goods sold (from line 42)	4	36155
5	Gross profit. Subtract line 4 from line 3	5	31199
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	Gross income. Add lines 5 and 6	7	31199

Part II Expenses. Enter expenses for business use of your home **only** on line 30.

8	Advertising	8	2250	18	Office expense (see instructions)	18	3250
9	Car and truck expenses (see instructions).	9	4442	19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):		
11	Contract labor (see instructions)	11	652	a	Vehicles, machinery, and equipment	20a	
12	Depletion	12		b	Other business property	20b	10200
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions).	13		21	Repairs and maintenance	21	1275
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	
15	Insurance (other than health)	15		23	Taxes and licenses	23	325
16	Interest (see instructions):			24	Travel and meals:		
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a	
b	Other	16b		b	Deductible meals (see instructions)	24b	588
17	Legal and professional services	17	175	25	Utilities	25	7624
18				26	Wages (less employment credits)	26	
19				27a	Other expenses (from line 48)	27a	
20				b	Reserved for future use	27b	

28 **Total expenses** before expenses for business use of home. Add lines 8 through 27a **30781**

29 Tentative profit or (loss). Subtract line 28 from line 7 **418**

30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions).

Simplified method filers only: enter the total square footage of: (a) your home: _____
and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30

31 **Net profit or (loss).** Subtract line 30 from line 29.

• If a profit, enter on both **Schedule 1 (Form 1040 or 1040-SR), line 3** (or **Form 1040-NR, line 13**) and on **Schedule SE, line 2**. (If you checked the box on line 1, see instructions). Estates and trusts, enter on **Form 1041, line 3**.

• If a loss, you **must** go to line 32.

32 If you have a loss, check the box that describes your investment in this activity (see instructions).

• If you checked 32a, enter the loss on both **Schedule 1 (Form 1040 or 1040-SR), line 3** (or **Form 1040-NR, line 13**) and on **Schedule SE, line 2**. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on **Form 1041, line 3**.

• If you checked 32b, you **must** attach **Form 6198**. Your loss may be limited.

32a ☐ All investment is at risk.

32b ☐ Some investment is not at risk.

For Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 11334P

Schedule C (Form 1040 or 1040-SR) 2019

EBA

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
DR			
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date

TEXAS REALTORS® **COMMERCIAL LEASE**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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ADDENDA & EXHIBITS (check all that apply)

- ☐ Exhibit Hold Harmless Agreement - Elevator
- ☒ Exhibit Sign Agreement
- ☐ Commercial Lease Addendum for Broker's Fee (TXR-2102)
- ☒ Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
- ☐ Commercial Lease Addendum for Extension Option (TXR-2104)
- ☐ Commercial Lease Addendum for Percentage Rent (TXR-2106)
- ☒ Commercial Lease Addendum for Parking (TXR-2107)
- ☐ Commercial Landlord's Rules and Regulations (TXR-2108)
- ☒ Commercial Lease Guaranty (TXR-2109)
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- ☐ Commercial Lease Addendum for Contingencies (TXR-2119)
- ☒ Service Directory for Tenants
- ☐ _____
- ☐ _____
- ☐ Information About Brokerage Services (TXR-2501)

(TXR-2101) 4-1-14

Initialed for Identification by Landlord: MY, and Tenant: DR

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COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS, INC. IS NOT AUTHORIZED.
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1. PARTIES: The parties to this lease are:

Landlord: Jayroe Management Trust c/o Calvin W. Jayroe, Trustee; and

Tenant: Dianna (Dee) Reyes DBA Dee's Flowers and Gifts (Sole Proprietor)

2. LEASED PREMISES:

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

☒ (1) **Multiple-Tenant Property:** Suite or Unit Number containing approximately 1200 square feet of rentable area in Preslar- Hewitt Building (project name) at 323 N. Main Street (address) in Taylor (city), Williamson (county), Texas, which is legally described on attached Exhibit or as follows: S4790- Taylor City Of, BLOCK 16, Lot 6 E, ACRES 0.0999 (excluding the portion of the property located at 321 N. Main Street and 103 W. 4th Street)

☐ (2) **Single-Tenant Property:** The real property containing approximately square feet of rentable area at: (address) in (city), (county), Texas, which is legally described on attached Exhibit or as follows:

B. If Paragraph 2A(1) applies:

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

3. TERM:

A. **Term:** The term of this lease is 60 months and days, commencing on: March 13, 2021 (Commencement Date) and ending on March 12, 2026 (Expiration Date).

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

(TXR-2101) 4-1-14

Initialed for Identification by Landlord: MY, and Tenant: DR

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

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

4. RENT AND EXPENSES:

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

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
03/13/2021	02/28/2023	/ rsf / month	/ rsf / year	1,320.00
03/01/2023	02/28/2025	/ rsf / month	/ rsf / year	1,420.00
03/01/2025	03/12/2026	/ rsf / month	/ rsf / year	1,540.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

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

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

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

- C. First Full Month's Rent: The first full monthly rent is due on or before March 13, 2021

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

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

Name: S&P Management Group / Luxon Realty Services

Address: P.O. Box 91357 Austin, TX 78709, or online at:

https://spmgaustin.managebuilding.com

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

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

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

H. **Returned Checks:** Tenant will pay \$ 50.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay \$ 2,860.00 to Landlord as a security deposit.

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

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

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

7. UTILITIES:

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

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

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

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

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

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

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

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

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

8. INSURANCE:

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

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

☒ (a) \$1,000,000; or

☐ (b) \$2,000,000.

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

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

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

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

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

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

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

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

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

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

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: Licensed retail use permitted by law. Specifically approved as a floral shop and home goods store.
- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of *(specify hours, days of week, and if inclusive or exclusive of weekends and holidays)*: Consistent with City of Taylor Main Street ordinance

10. LEGAL COMPLIANCE:

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

11. SIGNS:

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

(TXR-2101) 4-1-14

Initialed for Identification by Landlord: MY, _____, and Tenant: DR, _____

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323 N. Main Street
Commercial Lease concerning: Taylor, TX 76574-3522

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

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 180 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

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

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

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

15. MAINTENANCE AND REPAIRS:

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

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

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

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

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

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

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

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

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

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

20. DEFAULT:

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

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

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

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

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

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

25. RELOCATION:

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

26. SUBORDINATION:

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

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

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

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Commercial Lease concerning: Taylor, TX 76574-3522

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

28. CASUALTY LOSS:

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

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

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

31. REPRESENTATIONS:

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

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health or safety of an ordinary person, except: _____

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

32. BROKERS:

A. The brokers to this lease are:

Principal Broker: _____
Luxon Realty Services-9002103
Agent: Monica Luxon, Broker
Address: P.O. Box 91357
Austin, TX 75209-1357
Phone & Fax: (512)294-5163
E-mail: monica@luxonrealtyservices.com
License No.: 569538

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

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

Cooperating Broker represents Tenant.

B. Fees:

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

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

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

Landlord at: 12501 Longhorn Village A-361
Address: Austin, TX 78732

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Phone: (512)433-6133 Fax: _____
and a copy to: Luxon Realty Services Attn.: Mrs. Monica Luxon
Address: P.O. Box 91357 Austin, TX 78709
Phone: (512)203-7663 Fax: _____
☒ Landlord also consents to receive notices by e-mail at: monica@luxonrealtyservices.com

Tenant at the leased premises,
and a copy to: Dianna Reyes
Address: 705 Yosemite Trail, Taylor, TX 76574
Phone: (512)365-4559 Fax: _____
☒ Tenant also consents to receive notices by e-mail at: dees.boutique1@yahoo.com

35. SPECIAL PROVISIONS:

For the avoidance of doubt, the Tenant's proposed improvements and operations of the leased premises shall remain in all times compliant with the historical guidelines of the National Register of Historic Places and the Texas State Historic Preservation Office, the Texas Historical Medallion Society, and the City of Taylor Sign Ordinance and Building Code. Any failure to follow restoration or improvement guidelines to the facade, paint, and/or signage could create a material financial impairment to the Landlord for which Tenant would be fully responsible

To the extent Tenant, with Landlord's express written consent, elects to make improvements to the leased premises during the Lease Term, at Landlord's express written request prior to vacating the leased premises, Tenant will both remove any identified improvements or return the leased premises to the prior condition. For the avoidance of doubt, any re-painting or sink replacement would constitute an improvement under this provision. Any improvements made will be performed by a licensed professional and approved by Landlord.

36. AGREEMENT OF PARTIES:

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

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

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

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

By: _____

By (signature): _____
Printed Name: _____
Title: Trustee Date: _____

By: Luxon Realty Services, signed under authority of written PMA

By (signature): M. Luxon
Printed Name: Monica Luxon
Title: Broker Associate Date: 3/5/2021

Dianna (Dee) Reyes DBA Dee's Flowers and
Tenant: Gifts (Sole Proprietor)

By: Dianna Reyes

By (signature): Dianna Reyes
Printed Name: Dianna Reyes 2/27/2021 2:45:45 PM GMT
Title: Sole Proprietor Date: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____



COMMERCIAL LEASE ADDENDUM FOR EXPENSE REIMBURSEMENT

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 323 N. Main Street, Taylor, TX 76574-3522

In addition to rent stated in the lease, Tenant will pay Landlord the additional rent described in this addendum. Tenant will pay the additional rent each month at the time the base-monthly rent in the lease is due.

A. Definitions:

- (1) "Tenant's pro rata share" is 100.000 %.
- (2) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.
- (3) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (4) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.
- (5) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.

B. Method: The additional rent will be calculated under the following method:
Note: "CAM" does not include taxes and insurance costs.

- ☒ (1) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year 2021-2026 for: ☐ taxes; ☐ insurance; ☒ CAM; ☐ structural; and ☒ see Special Conditions
- ☐ (2) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ _____ per square foot per year for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; and ☐ _____
- ☐ (3) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; and ☐ _____

C. Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this addendum) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

(TXR-2103) 1-26-10

Initialed for Identification by Landlord: MY

and Tenant: DR

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Expense Reimbursement Addendum concerning 323 N. Main Street, Taylor, TX 76574-3522

Notice: The applicable projected expenses at the time which the above-referenced lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is N/A rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
114.62 / rsf / month	/ rsf / year

D. **Reconciliation:** Within a reasonable time after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this addendum) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment. Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this addendum. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this addendum, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

E. **Special Provisions:**

Tenant will pay monthly Additional Rent in the initial amount of \$114.62 per month for the period through December 31, 2021 as reimbursement for CAM and other preventative maintenance expenses. "CAM" specifically shall consist of Preventative HVAC/furnace maintenance, Alarm equipment rental and alarm monitoring, preventative pest control and annual sewer inspection in such manner acceptable to the Landlord. Tenant will receive notice of the next year's CAM amount not later than December 15, 2021 and on December 15 every year thereafter. Should actual annual costs differ from amount paid, Tenant will receive a credit for the difference to be applied to January rent or a bill for any overage due with January rent. This True-Up Calculation will be presented to the Tenant on December 15 of each year during the term of the Lease Agreement.

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

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

By: Luxon Realty Services, signed under authority of written PMA
 By (signature): [Signature]
 Printed Name: Monica Luxon
 Title: Broker Associate

Tenant: Dianna (Dee) Reyes, DBA Dee's Flowers and Gifts

By: Dianna Reyes AuthenticSign
 By (signature): [Signature]
 Printed Name: Dianna Reyes 3/5/2021 9:49:22 PM GMT
 Title: Sole Proprietor

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____



COMMERCIAL LEASE GUARANTY

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GUARANTY TO COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 323 N. Main Street, Taylor, TX 76574-3522 between
Jayroe Management Trust c/o Calvin W. Jayroe, Trustee, (Landlord) and
Dianna (Dee) Reyes DBA Dee's Flowers and Gifts (Sole Proprietor) (Tenant).

- A. In consideration for Landlord leasing the leased premises to Tenant, the undersigned Guarantor (whether one or more) guarantee Tenant's performance under the above-referenced lease.
- B. If Tenant fails to timely make any payment under the lease, Guarantors will promptly make such payment to Landlord at the place of payment specified in the lease. Guarantor is responsible for any property damage to the leased premises or Property (as defined in the lease) for which Tenant is responsible under the lease. If Tenant breaches the lease, Guarantor will: (i) cure the breach as may be required of Tenant by the lease; or (ii) compensate Landlord for Landlord's loss resulting from the breach.
- C. Guarantor guarantees Tenant's obligations under the lease regardless of any modification, amendment, renewal, extension, or breach of the lease. Guarantor waives any rights to notices of acceptance, modification, amendment, extension, or breach of the lease. Each Guarantor is jointly and severally liable for all provisions of this guaranty. This guaranty is binding upon Guarantor's heirs, executors, administrators, successors, and assigns. Filing for bankruptcy by Tenant will not diminish Guarantor's obligations under this guaranty.
- D. The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this guaranty. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the nonprevailing party.
- E. Guarantor authorizes Landlord to obtain a copy of any consumer or credit report of Guarantor from any consumer reporting agency and to verify relevant information related to Guarantor's creditworthiness from other persons such as banks, creditors, employers, existing and previous landlords, and other persons.
- F. Guarantor will provide Guarantor's current financial information (balance sheet and income statement) to Landlord within 30 days after request by Landlord. Landlord may request the financial information no more frequently than once every 12 months.
- G. Special Provisions:
Guarantor will use best efforts to file 2019 tax return as soon as possible and to file 2020 tax return when due. Guarantor to provide Landlord a copy of each tax return when filed.

Guarantor:

Signature: Dianna Reyes
Printed Name: Dianna Reyes
Address: 705 Yosemite Trail
Taylor, TX 76574
Phone: (512)365-4559 Fax: _____
SS# or Tax ID#: _____ Date: _____

Witness: _____

Guarantor:

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

Witness: _____



COMMERCIAL LEASE ADDENDUM FOR PARKING

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 323 N. Main Street, Taylor, TX 76574-3522

A. Parking Type:

- ☐ (1) Common Parking: Tenant and Tenant's employees may park no more than _____ vehicles on the Property in the common parking areas located on the Property.
- ☐ (2) Restricted Common Parking for Tenants: Tenant and Tenant's employees may park no more than _____ vehicles on the Property in the areas restricted for use by tenants of the Property.
- ☐ (3) Assigned Parking: Tenant's assigned parking areas are identified as follows:
- ☐ (a) _____

- ☐ (b) as shown on the attached Exhibit _____.

- B. In addition to any other rent, Tenant will pay, on or before the first day of each month during the term of the above-referenced lease, \$ _____ as rent for the parking areas.
- C. Tenant may not assign, sublet, or trade any parking space or parking area.
- D. Tenant may not use any parking spaces or areas on the Property to store any vehicle, boats, trailers motor homes, storage containers, or any other personal property.
- E. Tenant's guests, patrons, or invitees may park only in those areas designated by Landlord for Tenant's guests, patrons, or invitees.
- F. Landlord may, but is not obligated to, institute controlled-access systems to the parking areas, including but not limited to systems such as vehicle identification stickers, license numbers, or controlled-access devices. At the time the lease ends, Tenant must return all access devices to Landlord and pay the amounts in (2) and (3) below if Tenant fails to return an access device. If Landlord issues controlled-access devices to Tenant, Tenant will:
- (1) promptly report any lost device to Landlord;
 - (2) reimburse Landlord its cost to replace the lost access device; and
 - (3) pay Landlord a service fee of \$ _____ for each lost access device.

(TXR-2107) 1-26-10

Initialed for Identification by Landlord: MY

, and Tenant: DR

Page 1 of 2

Parking Addendum concerning 828 N. Main Street, Taylor, TX 76574-3522

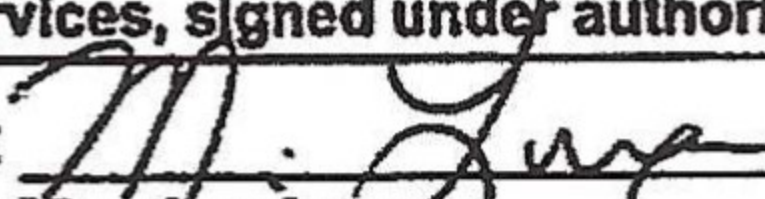
G. If Tenant fails to timely pay the rent stated in Paragraph B, Landlord may: (i) exercise Landlord's remedies under the default provisions of the lease; or (ii) terminate Tenant's access to the restricted or assigned parking areas by providing Tenant with not less than 5 days written notice of Landlord's intent to terminate Tenant's access. If Landlord terminates Tenant's access to the parking areas under this paragraph, the parking areas will be deemed to be released by Tenant for all purposes and Landlord may assign or lease the parking areas to others.

H. Special Provisions:

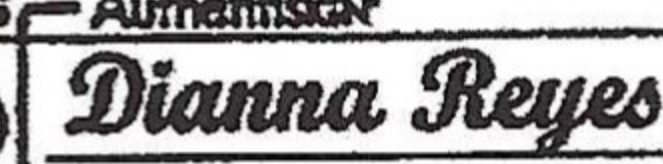
Tenant agrees that no more than one vehicle under Tenant's control are permitted to park in any of the public parking spaces provided on the South side of West 4th Street between the alley and Main Street.

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

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: Luxon Realty Services, signed under authority of written PMA
By (signature): 
Printed Name: Monica Luxon
Title: Broker Associate

Tenant: Dianna (Dee) Reyes, DBA Dee's Flowers and Gifts

By: Dianna Reyes Authenticsign
By (signature): 
Printed Name: Dianna Reyes PMGMT
Title: Sole Proprietor

By: _____
By (signature): _____
Printed Name: _____
Title: _____



COMMERCIAL LEASE EXHIBIT

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EXHIBIT Elevated Sign Agreement
TO COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 323 N. Main Street, Taylor, TX 76574-3522

Tenant has requested permission to advertise Tenant's business on the Preslar-Hewitt Building common area sign, which protrudes diagonally above the awning on the SW corner of the lease premises, as well as to potentially advertise on the show front windows, all of which herein shall constitute "Signage".

Landlord provides permission to Tenant to proceed under the following express conditions:

1. Tenant will be solely responsible for all cost associated with designing, constructing, installing, and maintaining Signage.
2. Tenant will be solely responsible for initial and ongoing compliance with any applicable local or state sign ordinance.
3. Landlord reserves the right to approve the final size, content, and location of all Signage, such approval not to be unreasonably withheld.
4. The construction, installation, maintenance, and removal of the Signage will be performed by professionals approved by Landlord and in compliance with Landlord's specifications for safety, integrity of the Preslar-Hewitt Building, awnings, and sign structure.
5. Upon termination of the Lease, Tenant will restore the Signage to its original condition at its sole expense and subject to the Landlord approval rights immediately above.
6. Landlord reserves the right to cover oscillating building signage with a temporary "sock" advertising building space for lease or sale 90 days prior to the expiration of any Preslar-Hewitt Building tenant's lease expiration. The sock shall not cover the oscillating building signage for a period greater than 90 consecutive days.
7. At the time Tenant procures the signage, Tenant agrees to pay Landlord an additional Deposit in an amount equal to the cost estimated to restore the sign to its original condition based upon the estimate received by Landlord.

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

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: Luxon Realty Services, signed under authority of written PMA

By (signature): M. Luxon

Printed Name: Monica Luxon

Title: Broker Associate

Tenant: Dianna (Dee) Reyes, DBA Dee's Flowers and Gifts

By: Dianna Reyes

By (signature): Dianna Reyes

Printed Name: Dianna Reyes

Title: Sole Proprietor

By: _____

By (signature): _____

Printed Name: _____

Title: _____

(TXR-2115) 1-26-10

Page 1 of 1

EXHIBIT C

SERVICE DIRECTORY FOR TENANTS

JAYROE MANAGEMENT TRUST

Tenants with questions or request for service are to contact the Property Manager, who must approve and order services to be performed by the appropriate Service Provider listed below, or by such alternate provider as may be necessary. Responsibility for payment of services performed shall be determined as provided by terms of the Lease.

*To assure prompt service without delay, if Property Mgr., is unavailable, tenant is authorized to call the appropriate authorized service provider listed below, payment for which Owner guarantees. Responsibility for service provided by other firms will be at TENANT'S RISK.

Lessee/tenant pay rental to S&P Management Group on or before due date / Vendors send BILLS to S&P Management Group

PROPERTY MANAGER CONTACT:

S&P Management Group/Luxon Realty Services
P.O. Box 91357
Austin, TX 78709
spmng.mariah@gmail.com
monica@luxonrealtyservices.com
512.382-9965

*STRUCTURAL REPAIRS – <i>Craig Eulenfeld</i>	512-365-7174	roxann@eulenfeldinc.net (Roxann)
*ELECTRIC – <i>Kelly Kruse</i>	512-352-2723	
*HEAT & AC – <i>Vic's Heat & Air</i>	512-652-7204	freonman@sbcglobal.net (Vic)
CITY CODE – <i>Taylor Main Street</i>	512-352-3448	Code Compliance: 512-365-3863
EXTINGUISHERS (annual inspection) <i>Taylor Fire Safety</i>	512-352-7429	
*WAYNE'S PLUMBING	512-856-0281	gingplumbing@eccwireless.com (Cara)
GRAY ELECTRONICS – ALARM <i>Donnie Holder, Owner</i>	512-940-6877	donnie@gravelectronics.com
SIGNS – (windows / awning / exterior elevated 3 panel) SEE ADDENDUM		

ACCESS – PROSPECTIVE TENANT SHALL HAVE REASONABLE ACCESS FOR REVIEW AND PLANNING, BUT IN NO EVENT TO OCCUPY PREMISES, STORE PROPERTY THEREON, OR CHANGE UTILITIES UNTIL LEASE IS SIGNED (1ST BY LESSEE, 2ND BY LESSOR), and/or UNTIL ALL FUNDS DUE TO LESSOR HAVE BEEN RECEIVED. IF NECESSARY, UTILITY CHARGES IN LESSOR'S NAME WILL BE PRORATED.

KEY POLICY – LESSOR WILL PROVIDE 2 SETS OF KEYS AND WILL RETAIN A SECURITY SET FOR PERMITTED ACCESS AS PROVIDED IN LEASE. LESSEE IS NOT AUTHORIZED TO CHANGE OR ALTER ENTRANCE LOCKS WITHOUT PRIOR WRITTEN CONSENT OF LESSOR. SHOULD THE LOCK/KEY SYSTEM BE COMPROMISED DUE TO LOSS OR BREACH, LESSEE SHALL BE RESPONSIBLE FOR THE EXPENSE OF REPLACING THE LOCK/KEY SYSTEMS, WHICH SHALL BE CONTRACTED BY LESSOR.

LESSEE: _____
SIGNATURE: *Dianna Reyes*
3/8/2021 1:11:31 AM GMT

Dee's Flowers & Gifts
323 North Main Street, Taylor TX 76574
(512) 365-4559

March 6, 2021

Executive Summary

The Company

The flower shop is registered as Dee's Flowers & Gifts and will be situated in Taylor Texas 323 N Main Street Taylor Texas 76574.

The Ownership

The company is structured as a sole proprietorship.

The Management

Dianna Reyes manages and operates Dee's Flowers & Gifts, her daughter Racquel Torres has relocated to join the new family business. Dianna Reyes, a hard-working minority women opened a boutique in 2006 at a local flea market on the weekends, while she also worked. Soon after retirement she decided to open a full-time business in 2009 she seen the growth potential and adapted to the needs of her customers from beauty, clothing to wedding planning is where she seen her true calling and started learning the floral business, she has taken different classes on design and has joined a floral support network, the love Dianna has for people the flower business is the perfect way to express herself through her designs.

The Product

Flower and Gift store to serve walk in customers. Online Orders through High Performing website provided by Lovingly a floral website that competes and wins. We are inspired to create beautiful designs, that express peoples emotions and builds relationships through our designs. We are the center of the moments and milestones that make up peoples lives. Dee's Flowers & Gifts is the only flower shop in town that is open 6 days a week and will adjust the schedule to open on Sundays for holidays or to accommodate a Sunday funeral.

The Target Market

Dee's Flowers & Gifts has gained great recognition from our custom made "MUMS" which is a big Texas tradition for High School Homecoming, and corsages and boutonnieres for High School Prom that has brought us clientele from the surrounding communities of Thrall, Granger, Bartlett, Rockdale, Coupland, Hutto, Thorndale and Elgin. With funerals being the majority of our business, we have just been informed that we are now included on the Funeral Homes preferred vendor list

Pricing Strategy

We provide a competitive service with excellent rates. We also provide quality customer services along with our high-end arrangements that we are able to charge more for.

The Competitors

We have (3) Three local competitors that have been in business long before our arrival, that we are proud to say our ratings have surpassed them. We strive to provide the best service possible and encourage our customer feedback which keeps us well informed and involved.

Opportunities

We are a family oriented business providing a service to our extended family of customers. Being the new flower shop in town that values our work is constantly rewarded by the repeat business and referrals. Where there is a need is an opportunity in the making.

Marketing Objectives

Our overall goal is to continue to offer excellent quality, service, and value.

Primary Objective

Increase corporate sales by fifteen percent.

Strategy We will use our local chamber of commerce to target prospective contacts. We will mail letters to each prospect describing our corporate services. We will follow-up with phone calls and product samples.

Second Objective

Increase standing orders for floral arrangements by 200 percent.

Strategy We will exploit our corporate and hotel contacts which will be our best source for new clients.

Third Objective

Increase overall sales by fifteen percent.

Strategy We will monitor our sales figures and data to confirm that products in demand are well-stocked and slow-moving products are phased-out. We will improve telephone skills of employees to boost phone orders.

Fourth Objective

Increase sales for Mothers' Day by ten percent.

Strategy We will advertise with flyers, and social media. We will decorate the shops early and promote specials.

Fifth Objective

Increase sales for Secretaries Week by twenty percent.

Strategy We will advertise to our local business offering specials and discounts.

Sixth Objective

Increase sales of our Christmas decorating services.

Strategy We will advertise on social media and marketplace, and will set up display of decorations and offer discounts on our gift wrapping items.

Seventh Objective

Increase overall sales by 300 percent within a two-year period. By following the above objectives. And expanding in some areas as well as phase out product or service in other areas.

SCHEDULE C
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Business
(Sole Proprietorship)

► Go to www.irs.gov/ScheduleC for instructions and the latest information.

► Attach to Form 1040, 1040-SR, 1040-NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2020

Attachment
Sequence No. **09**

Name of proprietor

DIANNA REYES

Social security number (SSN)

573-80-5392

A Principal business or profession, including product or service (see instructions)

FLOWERS AND GIFTS

B Enter code from instructions

► 4 5 3 1 1 0

C Business name. If no separate business name, leave blank.

DEES BOUTIQUE AND FLORIST

D Employer ID number (EIN) (see instr.)

E Business address (including suite or room no.) ► 323 NORTH MAIN STREET

City, town or post office, state, and ZIP code TAYLOR, TX 76574

F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) ► ☒ Yes ☐ No

G Did you "materially participate" in the operation of this business during 2020? If "No," see instructions for limit on losses ► ☐ Yes ☒ No

H If you started or acquired this business during 2020, check here ☐ Yes ☒ No

I Did you make any payments in 2020 that would require you to file Form(s) 1099? See instructions ☐ Yes ☒ No

J If "Yes," did you or will you file required Form(s) 1099? ☐ Yes ☒ No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked. ☐	1	106,561.
2	Returns and allowances	2	
3	Subtract line 2 from line 1	3	106,561.
4	Cost of goods sold (from line 42)	4	56,410.
5	Gross profit. Subtract line 4 from line 3	5	50,151.
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	Gross income. Add lines 5 and 6	7	50,151.

Part II Expenses. Enter expenses for business use of your home **only** on line 30.

8	Advertising	8	245.	18	Office expense (see instructions)	18	823.
9	Car and truck expenses (see instructions)	9	9,498.	19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):	20a	
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment	20b	11,800.
12	Depletion	12		b	Other business property	21	185.
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	7,946.	21	Repairs and maintenance	22	1,284.
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	23	8,360.
15	Insurance (other than health)	15		23	Taxes and licenses	24	
16	Interest (see instructions):	16a		24	Travel and meals:	24a	633.
a	Mortgage (paid to banks, etc.)	16b		a	Travel	24b	927.
b	Other	17	558.	b	Deductible meals (see instructions)	25	4,922.
17	Legal and professional services			25	Utilities	26	
18				26	Wages (less employment credits)	27a	
19				27a	Other expenses (from line 48)	27b	
20				b	Reserved for future use	28	47,181.
21						29	2,970.
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28 Total expenses before expenses for business use of home. Add lines 8 through 27a

29 Tentative profit or (loss). Subtract line 28 from line 7

30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method. See instructions.
Simplified method filers only: Enter the total square footage of (a) your home: _____ Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30 and (b) the part of your home used for business: _____

31 Net profit or (loss). Subtract line 30 from line 29.
• If a profit, enter on both Schedule 1 (Form 1040), line 3, and on Schedule SE, line 2. (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3.
• If a loss, you must go to line 32.

32 If you have a loss, check the box that describes your investment in this activity. See instructions.
• If you checked 32a, enter the loss on both Schedule 1 (Form 1040), line 3, and on Schedule SE, line 2. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3.
• If you checked 32b, you must attach Form 6198. Your loss may be limited.

32a ☒ All investment is at risk.
32b ☐ Some investment is not at risk.

33 Method(s) used to value closing inventory: a ☒ Cost b ☐ Lower of cost or market c ☐ Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? ☐ Yes ☒ No
If "Yes," attach explanation

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	
36	Purchases less cost of items withdrawn for personal use	36	44,941.
37	Cost of labor. Do not include any amounts paid to yourself	37	2,930.
38	Materials and supplies	38	8,539.
39	Other costs	39	
40	Add lines 35 through 39	40	56,410.
41	Inventory at end of year	41	
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on line 4	42	56,410.

Part IV **Information on Your Vehicle.** Complete this part **only** if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month/day/year) _____

44 Of the total number of miles you drove your vehicle during 2020, enter the number of miles you used your vehicle for:

a Business _____ b Commuting (see instructions) _____ c Other _____

45 Was your vehicle available for personal use during off-duty hours? ☐ Yes ☐ No

46 Do you (or your spouse) have another vehicle available for personal use? ☐ Yes ☐ No

47a Do you have evidence to support your deduction? ☐ Yes ☐ No

b If "Yes," is the evidence written? _____

These expenses not included on lines 8-26 or line 30.

Part V **Other Expenses.** List below business expenses not included on lines 8-26 or line 30.

[illegible]

[Home](#) [Projects](#) [Work Orders](#) [Reports](#) [Administrator](#) [Help](#)> [Home](#)

Project Advanced Search

[+ Create Project](#)

You can search by partial information to broaden your results.
Searching for a partial Project Number like 8265 will find all Projects with that number in the Project Number field.
Example Results: 8265A-2008, 8265B-2008, 138265-2008...

Search

☒ Use Include Search

Jurisdiction

Taylor

Project Types

Solution Center X

Permit X

Planning and Zoning X

Fire Permit X

Project Number

Project Number

Project Name

Project Name

Address (Number, Street)

323 N Main St

City

Taylor

[Go to the first match](#)

Project Description

Project Description

Address Description

Address Description

Primary Contact

Business Name

Business Name

First Name

First Name

Last Name

Last Name

Advanced Search Options

Project Status

Worktype

- All -

Subdivision

Subdivision

Site

- All -

Lot Number

Lot Number

Parcel Number

Parcel Number

Citation Number

Citation Number

Assessment Number

Assessment Number

Created After



Created Before



Invoice Created After



Invoice Created Before



Search Results

Time spent on query: 0.61 s

Setup Columns

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Create WO



2021



35

2021-9092 - Additional Information - Project Closed/Complete

Date Created:

03/02/21 12:31 PM

Project Types:

Certificate of Occupancy Inspection - Commercial, Credit Card Processing Fee (\$3.00), Inspection Fee (Commercial), Technology Fee (15.00)

Specific Use:

New Business CO

Issue Date:

March 05, 2021

Expiration Date: 2021-09-01T00:00:00

Applicant:

Dee's Boutique & Florist Dianna Reyes

Project Name:

Commercial - New Business CO

Project Description:

Existing business moving locations. Dee's Florist & Gifts

Type

City

Taylor

1 of 1 items

Main Street Advisory Board

May 19, 2021

Agenda Item Cover Sheet IV.5

Discuss changes/updates/additions to the Taylor Sign Ordinance

LIGHTED SIGNAGE IN THE TAYLOR DOWNTOWN SIGNAGE DISTRICT

WHAT THE MAIN STREET BOARD HAS BEEN ASKED TO DO:

- Review what the current ordinance says about lighted signage in the downtown district
- Make recommendations that either support the current ordinance or present proposed changes and/or additions with the goal of clarifying the city's position on lighted signage as it relates to the sign district which is located within a National Register Historic District.

KEEP IN MIND:

- THAT MAIN STREET IS ECONOMIC DEVELOPMENT THROUGH HISTORIC PRESERVATION –
- OUR GOAL IS TO HELP BUSINESS OWNERS ACHIEVE A BALANCE BETWEEN SUCCESSFULLY MARKETING THEIR BUSINESSES WHILE RESPECTING THE ARCHITECTURAL INTEGRITY OF INDIVIDUAL BUILDINGS AND THE DISTRICT AS A WHOLE.
- THE INTENT OF SIGN REGULATION IS TO ENSURE VISUAL COMPATIBILITY WITH THE SCALE AND CHARACTER OF THE SURROUNDING ARCHITECTURE SO AS NOT TO ALLOW SIGNS TO OBSTRUCT ARCHITECTURAL FEATURES.

ITEM 1: Internally Lit signs

The current sign ordinance says, “Internally illuminated signs (are) not permitted (in the Downtown Sign District). – Section 24-3-(t)(5) c



Staff recommendation:

1. **MOTION** – The Main Street Advisory Board recommends that the City Council approve the addition of the following definition: “Internally Illuminated Sign – Any sign or letter which is lit from inside” to the Sign Ordinance.
2. **MOTION** – The Main Street Advisory Board recommends that Section 24-3 (t) (5) c “Internally illuminated signs (are) not permitted (in the Downtown Sign District)” be maintained.



Not Recommended for a historic downtown commercial district

Why this is important: Internally lit signage such as box signs made of metal frames with plastic panels and internal tube lights (not neon) are inappropriate for the downtown historic district.

ITEM II: Recommend external illumination as an alternative option to Internally lighted signs to provide after-hours visibility for downtown businesses:



RECOMMENDED: Indirect wall lighting with traditional goose-neck lamps.



Examples of external lighting of projecting signs - RECOMMENDED

Staff recommendation:

1. **MOTION** - The Main Street Advisory Board recommends that the City Council approve the addition of the following to Section 23-3 (t) (5) of the Sign Ordinance: "Lighting. All signs may be illuminated with indirect lightning provided that indirect light sources are shielded from other buildings and do not create glare or visual discomfort to pedestrians at street level. Neon window and wall signs are permitted if they conform to all other restrictions within this ordinance."

Item III: Neon Signage

The Taylor Zoning Ordinance currently says, “Neon Signs. There shall be no neon signs on the exterior of any structures.” (2.11[.4].7 c - MF-2, Multi-Family Residential District - Signs—Location and Lighting)

The Taylor Sign Ordinance currently says, “Interior neon signs shall be restricted to “Open” and “Closed,” may not exceed six (6) square feet in size and may not have movement or changing colors.”

Staff recommendation:

1. **MOTION** - The Main Street Advisory Board recommends that the City Council approve the addition of the following definition to the Sign Ordinance: “Neon Sign - neon signs are electric signs lighted by long luminous gas-discharge tubes that contain rarefied neon or other gases.”
2. **MOTION** - The Main Street Advisory Board recommends that true neon signs (electric signs lighted by long luminous gas-discharge tubes that contain rarefied neon or other gases) is a sign form which has traditionally been used in downtown Taylor and as such, should be allowed in the downtown sign district.
3. **MOTION** – The Main Street Advisory Board recommends that the phrase, “Interior neon signs shall be restricted to ‘Open’ and ‘Closed,’ may not exceed six (6) square feet in size and may not have movement or changing colors,” be amended to read, “Neon is generally appropriate for (1) interior window signage only where it may not exceed six (6) square feet in size and may not have movement or changing colors or (2) on the building’s exterior where it fits in with the era of the building, generally 1920-1960.”

Why this is important:

Neon “Open” and “Closed” signs have less historical standing than do traditional neon business signs and are inappropriate for the downtown historic district.

HERE ARE ALTERNATIVE TO NEON OPEN SIGNS:

Simple Hanging Signs:



A-Frame Outdoor Signs:



The development of a Main Street “Open” Banner project providing banners to downtown businesses especially retail and restaurants:



Main Street Advisory Board

May 19, 2021

Agenda Item Cover Sheet IV.6

Update on Sign Design Guidelines

Main Street Advisory Board

May 19, 2021

Agenda Item Cover Sheet IV.7

Enhanced enforcement of no thru trucks in downtown district

Enhanced enforcement of no thru trucks in the downtown district.

The item was briefly discussed at the April meeting. Here is the excerpt from the minutes:

Enhanced enforcement of no thru trucks: Ms. Harris reported that the City Manager has requested input from the Main Street Advisory Board concerning the enhanced enforcement by Taylor Police Department of the No Thru Trucks Ordinance. As this item was not included in the published agenda, she was seeking direction from the board as to their wish to discuss this matter at length at the May 19, 2021 meeting. The board was supportive of continuing the enhanced enforcement once it was clarified that any trucks making deliveries within the downtown could continue to do so. Councilman Garcia noted that he had received communication from Taylor business owners who operated large trucks as a part of their business who wanted to be exempt from this no thru trucks order. The board was not inclined to support this. This issue will be discussed at length at the May 19, 2021 meeting of the Main Street Advisory Board.

Main Street Advisory Board
May 19, 2021

Agenda Item Cover Sheet IV.8
“Open” Banners



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