



MAIN STREET ADVISORY BOARD MEETING
Gonzales Municipal Building
820 St. Joseph Street, Gonzales, Texas
Tuesday, April 25, 2017– 5:30 p.m.

AGENDA

CALL TO ORDER AND CERTIFICATION OF QUORUM

PUBLIC COMMENTS

The public comments section of the meeting is for citizens to address the advisory board as a whole

OTHER BUSINESS

1. Formal Proclamation Signing of Proclamation Designating May as National Preservation Month

APPROVAL OF MINUTES

2. Approval of March 28, 2017 Minutes

ITEMS TO BE CONSIDERED

3. Discuss and Consider Business Improvement Grant application from Janna Christian for building located at 321 St. Lawrence.
4. Discuss and Consider any action regarding Promotion Committee
 - a) Concert Series and Star Spangled Spectacular
 - b) Winterfest
5. Discuss and Consider any action regarding Christmas/downtown decorations
6. Discuss and Consider any action regarding Organization Committee
 - a) City Wide Yard Sale
7. Discuss and Consider any action regarding Design Committee
8. Discuss and Consider any action regarding Economic Vitality Committee

STAFF/COMMITTEE REPORTS

9. Manager's Report
10. Financial Report
11. Next regular meeting will be May 23, 2017.

AJOURN

I certify that a copy of the April 25, 2017 agenda of items to be considered by the Gonzales Main Street Advisory Board was posted on the City Municipal Building bulletin board on the 21st^d day of April 2017 at _____ a.m./p.m. and remained posted continuously for at least 72 hours proceeding the scheduled time of the meeting. I further certify that the above agenda was removed on _____ day of _____, 2017 at _____ am/pm. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer, and Gonzales Cannon. The Mayor and/or City Council have been invited to attend and/or participate in the following event. Although a quorum of the members of the City Council may or may not be available to attend this event, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. It is the opinion of the City Attorney's office that this meeting is being held and conducted in accordance with Chapter 551 of the Texas Government Code.

Barbara Friedrich, Main Street Administrator

The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (830)672-2815 for further information.

PROCLAMATION

RECOGNIZING MAY 2017 AS NATIONAL PRESERVATION MONTH

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhood, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds, and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "See! Save! Celebrate!" is the theme for National Preservation Month 2017, co-sponsored by Gonzales Main Street, the Texas Main Street Program under the Texas Historical Commission and the National Trust for Historic Preservation.

NOW, THEREFORE: I, Mayor Connie Kacir do proclaim May 2017 as National Preservation Month, and call upon the people of Gonzales, Texas to join their fellow citizens across the United States in recognizing and participating in this special observance.

Mayor Connie Kacir



MAIN STREET ADVISORY BOARD MEETING
Gonzales Municipal Building
820 St. Joseph Street, Gonzales, Texas
Tuesday, March 28, 2017– 5:30 p.m.

MINUTES

CALL TO ORDER AND CERTIFICATION OF QUORUM

Chairman Del De Los Santos called the meeting to order at 5:30 p.m. The following members were present constituting a quorum: Egon Barthels, Connie Dolezal, Del De Los Santos, Carlos Camarillo, Shelli Van Kirk, John Pirkle, Angela Wishert, and John Boothe. Members absent: Debbie Toliver, Lisa Kay Brown, Johnnie Edwards, and Sherri Schellenberg. Others present were Barbara Friedrich.

PUBLIC COMMENTS

The public comments section of the meeting is for citizens to address the advisory board as a whole

None

APPROVAL OF MINUTES

1. Approval of February 28, 2017 Minutes

Following discussion, Connie Dolezal moved to approve the minutes of February 28, 2017. John Boothe seconded the motion. The motion prevailed by unanimous vote.

ITEMS TO BE CONSIDERED

2. Discuss and Consider submitting an application to the Gonzales Convention and Visitor Bureau for funds for advertising Main Street Concert Series

Egon Barthels explained that the promotion committee would like to go before the Gonzales Convention and Visitor Bureau to ask for \$5,000.0 for advertising funds for the Main Street Concert Series and Star Spangled Spectacular.

Following discussion, Shellie Van Kirk moved to submit an application to the Gonzales Convention and Visitor Bureau asking for \$5,000.00 for advertising expense for the Main Street Concert Series and Star Spangled Spectacular. John Boothe seconded the motion. The motion prevailed by unanimous vote.

3. Discuss and Consider Hot Rod Standoff 111-

Barbara Friedrich reported that Mayor Connie Kacir had talked with Joel Gamage of Hot Rod Standoff 111 about the third annual car show. She had asked if Main Street could set up a vendor space to collect entrance fees to the car show. The Mayor estimated that at \$5.00 per person Main Street could potentially collect \$12,000.00.

Following discussion, Shelli Van Kirk moved to not participate in the Hot Rod Standoff iii car show. John Pirkle seconded the motion. The motion prevailed by unanimous vote.

4. Discuss and Consider authorizing Chairman to sign IRS Form 990

Following review of the IRS Form 990, Connie Dolezal moved to authorize Chairman Del De Los Santos to sign the IRS Form 990. Shellie Van Kirk seconded the motion. The motion prevailed by unanimous vote.

5. Discuss and Consider any action regarding Promotion Committee

a) Concert Series and Star Spangled Spectacular

Egon Barthels reported that they will haul the stage to the square. He is working on the band line and this should be under budget. He will obtain a local band for Friday, June 30th and will work on the posters as soon as all the sponsors are obtained.

b) Winterfest

Connie Dolezal reported that she contacted Mirles about the cost of bringing in snow for Winterfest. The total cost would be about \$3450.00. She will be looking into this further.

6. Discuss and Consider any action regarding Christmas/downtown decorations

Connie Dolezal reported that she would deliver the letter asking for donations for Christmas lights to all the building and business owners.

7. Discuss and Consider any action regarding Organization Committee

a) City Wide Garage Sale

Shelli Van Kirk reported that she had looked at Shiner and Moulton as a reference for the Yard Sale. The cost would be \$10.00 per sale; would have a map with location of residents and would have spaces available on Confederate Square. Request will go before City Council at their April meeting and the Yard sale would be May 6th.

8. Discuss and Consider any action regarding Design Committee

None

9. Discuss and Consider any action regarding Economic Vitality Committee

None

STAFF/COMMITTEE REPORTS

10. Report on Pay Pal Account

Barbara Friedrich reported that we have had two donations from pay pal; John Pirkle and Janet Cramer for a total 550.00. Discussion was made to write each one a Thank You Note. Angela Wishert suggested that we design something with our logo and have all the board members sign.

Following discussion Egon Barthels moved to have all Board Members sign a Thank You note. John Boothe Seconded the motion. The motion prevailed by unanimous vote.

11. Report on signage for public restroom

The signage for the public restroom next to the Fire Station is complete and up.

12. Manager's Report

Barbara Friedrich reported:

Brie Schauer has completed façade of her building and requested reimbursement

Janna Christian has purchased the building at 321 Saint Lawrence

Sarah Tenberg is renting bottom floor of the Masonic Lodge. She is opening the wall her building and Masonic Lodge. This will give her 6,000 sq ft of retail

Long Branch Saloon is opening soon.

Texas Independence Relay was a huge success. The motel rooms were filled along with the restaurants that Friday night.

Other's Clutter next to Kountry Bakery has opened.

13. Financial Report

Financial report was reviewed

14. Next regular meeting will be March 28, 2017.

AJOURN

No further matters were discussed. The meeting was adjourned by motion by John Boothe and seconded by Shelli VanKirk.

Barbara Friedrich, Recording Secretary

Del De Los Santos, Chairman

Lisa Kay Brown, Secretary

DOCUMENTATION CHECKLIST
for
Business Improvement Grant Program

As a part of this application, the following documentation is being provided by the applicant:

<input checked="" type="checkbox"/>	Establishment of business entity name (copy of Articles of Incorporation, dba, etc.)
<input checked="" type="checkbox"/>	Copy of lease agreement (if facility is leased)
<input checked="" type="checkbox"/>	Legal description of subject property (Exhibit A)
<input checked="" type="checkbox"/>	Vicinity map of subject property (Exhibit B)
<input checked="" type="checkbox"/>	Estimates of proposed improvements (Exhibit C)
<input checked="" type="checkbox"/>	Pictures of building's exterior, roof, and foundation.
<input checked="" type="checkbox"/>	Scale drawing by Texas Main Street Architect or registered design professional.
<input checked="" type="checkbox"/>	Documentation of approved financing
<input checked="" type="checkbox"/>	State sales tax reporting form for most current three month period (if applicable)
<input checked="" type="checkbox"/>	Consultation with City of Gonzales Building Official and Fire Official.
<input checked="" type="checkbox"/>	Copy of construction permit.

Advisory Board Review

Approved	Date
Rejected	Date
Re-Review	Date

**APPLICATION
for
BUSINESS IMPROVEMENT GRANT PROGRAM**

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to Gonzales Main Street, hereinafter referred to as "GMS", this application for consideration of a Business Improvement Grant under the provisions of the GMS's Business Improvement Grant Program.

As part of this application, APPLIANT represents to GMS the following:

1. APPLICANT has received a copy of the GMS's Guidelines and Criteria for the Business Improvement Grant Program. APPLICANT acknowledges to GMS that in making this application APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation thereof have been answered by authorized representatives of GMS prior to the submission of this application.
2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of GMS, its servants, agents, employees, and /or elected or appointed officers.
3. By signing this document, "Application for Business Improvement Grant" either in an individual capacity, jointly, or in a representative capacity, APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that GMS may rely thereon as if the same had been signed by APPLICANT or APPLICANTS'S agent. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.
4. If APPLICANT is a corporate entity, APPLICANT swears and affirms that all applicable franchise taxes or other taxes paid for the privilege of conducting business have been fully paid, and that the APPLICANT is fully authorized to transact business in the State of Texas, and in the state of incorporation if different from the State of Texas. In addition, APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have paid when due and payable, and that no delinquencies exist at this time.
5. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Business Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 132a(f), the APPLICANT will repay the amount of the grant with interest, at the rate of 12% per annum, within 120 days after the GMS notifies the APPLICANT of the violation. The GMS has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Business Entity Name:

Two Rivers Cafe - Victoria Waggoner

Mailing address:

812 E. Mountain St. Seguin, TX

Location in the City of Gonzales for which the improvement is being requested:

78155

Street Address:

321 St. Lawrence

Other companies and locations owned and/or operated by the APPLICANT

Company Name:

Street Address:

City:

Company Name:

Street Address:

City:

6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as **Exhibit A**.
7. Please attach a vicinity map locating the property within the City of Gonzales as **Exhibit B**.
8. New or existing business: ☐ New ☒ Existing 4 years. + 4 month
has been in operation for
- Existing # of jobs: _____ (if applicable) Full-time _____ Part-time _____
- New jobs (full-time): _____ New jobs (part-time): _____
9. If leased facility, provide the following information (attach copy of current lease):
- Current Landlord: Brent + Janna Christian
- Address: 1044 Hwy 90 A West
Gonzales, TX 78629
- Phone Number: 830-857-6493
10. What other cities and/or buildings is the applicant considering to establish a new business if this application is not approved?
11. Additional Information:
Describe in detail project financing, amount of debt, terms of debt service, name of issuer of debt, etc.
12. Has financing been secured?
- Yes _____ (Attach documentation)
- No _____
- Pending _____ With Whom? _____
13. Please provide a copy of the State sales tax reporting form for the most current three (3) month period (if applicable).
14. Prior to applicants execution of this application, APPLICANT has had this reviewed by the Attorney of Applicant, or has had the opportunity to do so, and the parties hereto agree that based on the foregoing, this

application for the business improvement grant program shall not be construed in favor of one party over the other based on the drafting of this application.

15. APPLICANT and owner/landlord indemnify, defend and hold GMS harmless from any liability, injury, claim, expenses and attorney's fees arising out of a contractor, builder or contract for performance of improvements, or repair to buildings and facilities.
16. GMS has delivered a copy of the guidelines and criteria for a business improvement grant program to applicant for review, and the delivery hereof does not constitute an offer of an improvement grant.
17. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of the application for business improvement grant program. If any provision of this application for business improvement grant program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected thereby.
18. Any deviation from the approved grant project may result in the total or partial withdrawal of the grant.

VERIFICATION

I (We), the undersigned APPLICANT(S), certify that all the information furnished GMS has been furnished freely by the APPLICANT(S), herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Gonzales Main Street may or may not grant a Business Improvement Grant based upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Gonzales Main Street on this, the 17 day of April, 2017.

Applicant Lanna Christian

Applicant _____

Signature [Signature]

Signature _____

Address 11046 Hwy 90A West

Address _____

Gonzales TX 78629

Phone Number 830-851-6493

Phone Number _____

Name of Property Owner/Landlord Same

Signature _____

Address _____

Phone Number _____

4-17-17

- * Will restore double doors + entry door
- * Possibly add shutters to 3 windows
- * Awning from Sequin Canvas + Awnings -
Black w/ Wave 2 design
- * Remove existing awning + posts
- * highlight anchor plates (Sikors, common in 18th + 19th century bldgs)
- * Off white / Black / Tan
- * Will receive electrical bid once awning is removed

Inside:

- Repainted the purple walls w/ grey
- new lighting
- concrete in back of bldg. to help w/ drainage

I do believe a new + fresh facade will help TORI to receive a positive start. It will be easier to NOT associate

EXHIBIT "A"
LEGAL DESCRIPTION

Being **0.058 of an acre tract** or parcel of land situated in the Town of Gonzales Four Leagues Abstract No. 25 Gonzales County Texas, and being **PART OF LOT NO. 4, in BLOCK NO. 19, of the ORIGINAL INNER TOWN OF GONZALES**, within the Corporate Limits of the City of Gonzales, lying and being situated in Gonzales County, Texas, according to the map or plat of said addition, which is not of record, nor on file in the office of the County Clerk of Gonzales County, Texas, lying and being situated in Gonzales County, Texas, and being more particularly described by metes and bounds attached hereto in Exhibit "A" consisting of 1 page(s), said Exhibit "A" being incorporated herein for all purposes. And being the same lot described in that certain deed dated December 13, 2010, executed by G. Dewitt Developers, Ltd., to Andover-Goliad, LLC, recorded in Volume 1037, Page 513, and re-recorded in Volume 1049, page 192, all of the Official Records of Gonzales County, Texas.

NOTE: The Title Company is prohibited from insuring the area or quantity of the land as described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule "B" hereof.

Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective **June 1, 2017**, by and between **Brent and Janna Christian** ("Landlord") and **Victoria Waggoner** ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as **321 St. Lawrence, Gonzales, TX 78629** and legally described as follows (the "Building"):

Part of lot No. 4, in BLOCK NO. 19, of the ORIGINAL INNER TOWN OF GONZALES

Landlord makes available for lease a portion of the Building designated as:

"DOWNSTAIRS" (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, beginning **June 1, 2017, on a month to month basis**. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

2. Rental.

A. Tenant shall pay to Landlord rental of **\$500** per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at **1046 US Hwy. 90A West Gonzales, TX 78629** or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

13. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

15. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

16. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Brent and Janna Christian

1046 US Hwy 90A West

Gonzales, TX 78629

If to Tenant to:

Victoria Waggoner

812 E. Mountain St Seguin TX 78155
[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

20. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

21. **Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

22. **Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

23. **Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

24. **Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

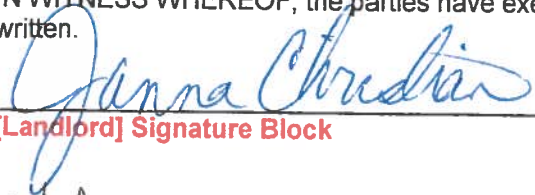
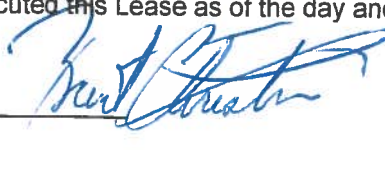
25. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

26. **Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

[Landlord] Signature Block



[Tenant] Signature Block



Google Earth

feet
meters



Landry Painting & Remodeling Proposal

Phone 830-832-3163
Earljlandryjr@gmail.com

April 4, 2017

Janna Christian
Jannac70@gmail.com

We hereby propose to provide the labor necessary for the completion of the following work:

Repair stucco wall
Labor \$1,000.00
Approx Material \$150.00

Remove existing awning & cover, and haul off
Labor \$1800.00
Dump Fee \$200.00

Install old door that is in closet at front door
Labor \$600.00
Approx Material \$120.00

Paint exterior stucco walls and antique doors
Labor \$3,550.00
Approx Material \$600.00

Remove stucco to reveal glass/wood doors
Frame around doors for a finished look
Labor \$500.00
Approx Material \$100.00

Material prices are approximate and customer agrees to reimburse Landry Painting & Remodeling for materials as receipts are presented.

All above work is to be done according to the specifications provided and will be completed in a timely and workmanlike manner. Payment will be made as follows: 1/3 down with balance upon completion.

The above proposal is accepted you are authorized to do the above work and payment will be made as outlined.


Customer Signature

4-17-17
Date



Seguin Canvas & Awning, LLC
4945 N. State Hwy 123
Seguin, TX 78155
830-379-6795



Rania Lange
rlange@seguincanvas.com
April 13, 2017

Janna Christian
321 St. Lawrence
Gonzales, TX 830-857-6493

Labor and materials to manufacture and install new awning. Frame to be welded covered with Black Sunbrella. All seams sewn with Solarfix, a lifetime thread.



27' wide x 36" high x
62" projection with 8"
Valance.

\$ 4,182.00

345.01

8.25%

\$ 4,527.01





Seguin Canvas & Awning, LLC

4945 N State Hwy 123
Seguin, TX 78155

Estimate

Date	Estimate #
4/13/2017	454

E-mail **seguincanvasllc@seguincanvas.com**

Phone # **830-379-6795**

Web Site **www.seguincanvas.com**

Customer Phone

830-857-6493

Customer Contact

Name / Address

Janna Christian
321 St. Lawrence
Gonzales, Texas 78629

Customer E-mail

jannac70@gmail.com

JOB LOCATION:

Project

Description	Qty	Rate	Total
Labor and materials to manufacture an install new awning. Frame to be welded covered with Black Sunbrella. All seams sewn with Solarfix lifetime thread. Approximate size is 27' wide x 36" high x 62" projection with 8" valance. NOTE: This is an approximate price; actual field measurement's will have to be done to confirm bidding.		4182.00	4,182.00T

Payment Terms:

Estimate is valid from thirty days.

All Materials guranteed as specified. All work to be completed in a professional manner according to standard practices. Any alternations, additions, or modifications to this bid will only be executed upon written orders and will become a change order from the above price. Material warranties and performance warranties will be given upon installation.

Subtotal	\$4,182.00
Sales Tax ..	\$345.02
Total	\$4,527.02



Straight



English3



Greek4



Roman3



Spanish



Bell



French



Riviera1



Sawtooth



Wave1



Camelback



Greek1



Riviera2



Serpentine1



Wave2



Precision Windows, LLC
405 Breesport St.
San Antonio, TX 78216
210-524-0023

Name _____
Phone _____
Address _____

Salesperson	Job	Payment Terms
	Janna Christian - 378 Lawrence Street	40% Due on receipt; Balance due upon completion

Qty	Description	Unit Price	Line Total
	Simonton Bronze Series White Color		
3	39.5 x 72 Double hung windows	\$749	\$2247
2	36 x 60 Double hung windows	\$544	\$1088

(Back of Bldg)

Includes Install, Disposal and Tax

Subtotal
Sales Tax
Total \$3,835

Quotation prepared by:

To accept this quotation, sign here and return:

Thank you for your business!

Tan-trim





Existing
Double
Doors



Entry
Door



Janna Christian <jannac70@gmail.com>

Pictures

5 messages

Barbara Friedrich <BFriedrich@gonzales.texas.gov>

Tue, Jan 10, 2017 at 8:18 AM

To: "Janna Christian (jannac70@gmail.com)" <jannac70@gmail.com>

Janna,

When I first started this job in 2000, Jerry Floyd called for information about fixing this building. As you see from the pictures the walls were pulling away. The red brick that originally covered the building was expanding and this made the walls come apart. Jerry fixed this problem. You do have the crumbly red brick behind the stucco. Just wanted to make you aware of this.

What do you intend to do with the building. Are you making a retail space or offices?

Thank you for purchasing these buildings and making our town look great.

Barbara Friedrich

Main Street Administrator

City of Gonzales

P. O. Box 547

Gonzales, Texas 78629

830-672-2815

10 attachments

DSCN0481.JPG
228K

TEXAS HISTORICAL COMMISSION

December 4, 2012

Texas Main Street Center Design Report

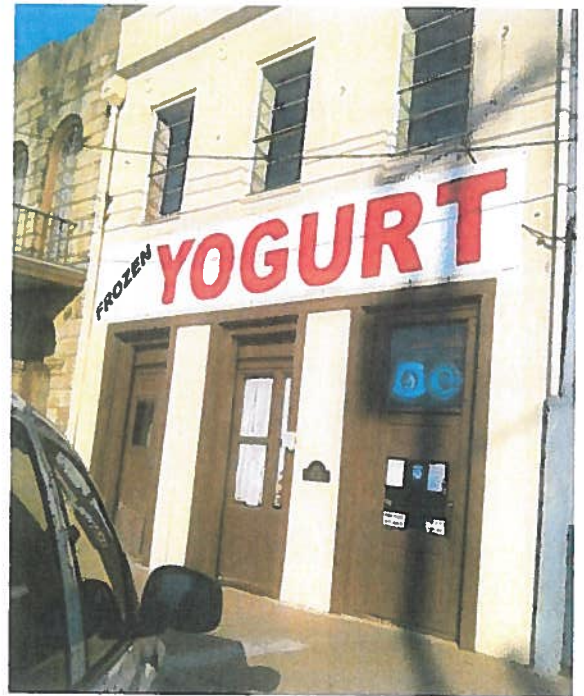
Re: 321 St. Lawrence
City: Gonzales, TX
By: Audrey Holt, *Project Design Assistant* and Howard Langner, *Architect*

*Not for regulatory approval, permitting, or construction
Howard Langner, Architect, Texas Historical Commission*

Prior to making any improvements to the building façade(s), the building owner should perform a thorough review of the major structural components of the building, including the roof, walls, and foundation. All mechanical and electrical systems should be well maintained in conformity with applicable codes and ordinances. Building uses and interior arrangements of program spaces should also be in conformity with applicable codes and ordinances.

Design Request and Existing Conditions

The building at 321 St. Lawrence currently houses a frozen yogurt and health shake shop called 'Our Yogurt and Shake Shop'. The owners have remodeled the interior in the colors plum and black and white (below), and would like the exterior to reflect this color scheme. A canopy or awning was also requested. The owners requested that the 'frozen' yogurt facet of the business be emphasized in the signage. Previous renderings were sent on November 5, 2012 and feedback was received and the following renderings reflect the changes discussed.



Texas Historical Commission
P.O. Box 12276
Austin, TX 78711-2276
512.463.6100
fax 512.475.4872
thc@thc.state.tx.us



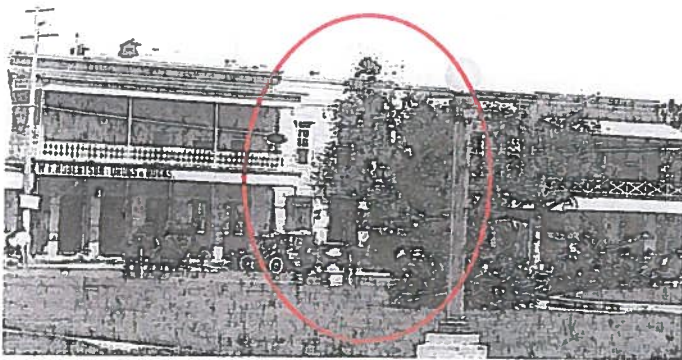
TEXAS HISTORICAL COMMISSION
real places telling real stories

www.thc.state.tx.us

Guidance for Rehabilitation

The Texas Main Street Program helps Texas cities revitalize their historic downtowns and neighborhood commercial districts by utilizing preservation and economic development strategies. The Secretary of the Interior's Standards for Rehabilitation is a list of ten ways to approach rehabilitation on historic buildings. The Texas Historical Commission uses this list of standards when analyzing and making recommendations for a project. The standards can be found here: http://www.nps.gov/hps/tps/standguide/rehab/rehab_standards.htm

Rehabilitation is defined as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values."

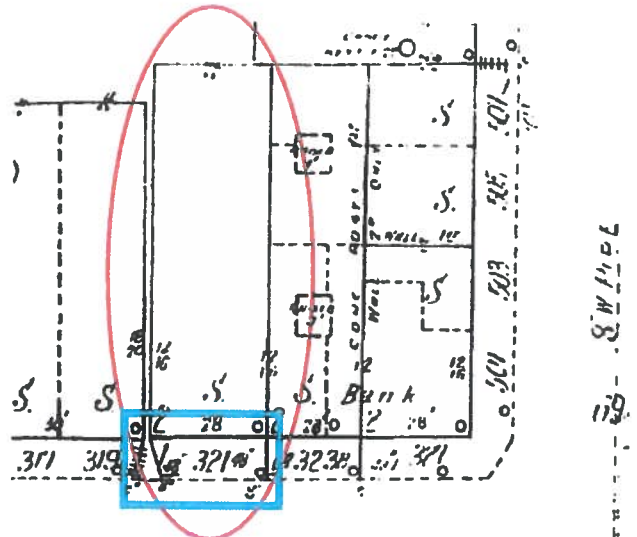
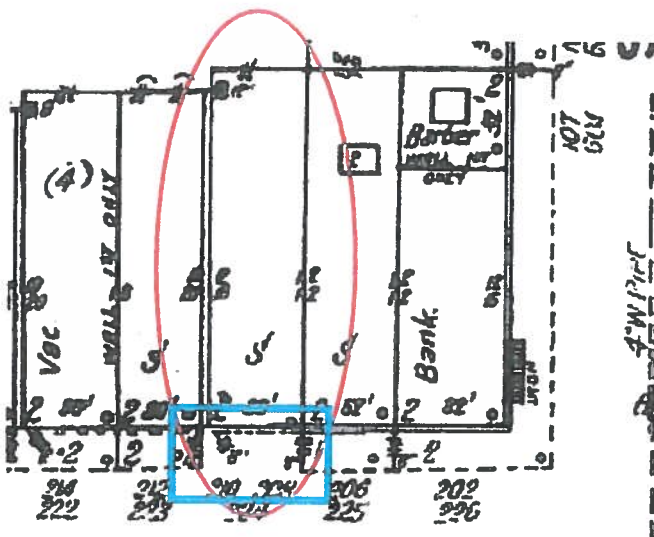


Historical photo- circa 1930

It is important to note that the historical photo does not show a canopy, awning or balcony on this building, nor has a photo been found that shows the building with a canopy or awning. Since the owners are requesting to add such a feature to add to the success and comfort of the business, it is imperative that new canopy or awning is added in accordance with the Secretary of the Interior's Standards.

9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

The building is found on Sanborn Fire Insurance Maps dating from the late 1800's to 1944. Sanborn Fire Insurance Maps were created for the purpose of assessing insurance liability and they provide important clues about historic buildings, including documenting any changes over time, as well as historic configurations, materials and features. The maps for this building from October of 1922 and July of 1930 (respectively) are seen below. As is shown on the map with a dotted line (seen inside the blue square), the building did not have a canopy in 1922, but does show a canopy in 1930. The historic canopy design is unknown.





TEXAS
MAIN STREET
1880-1910

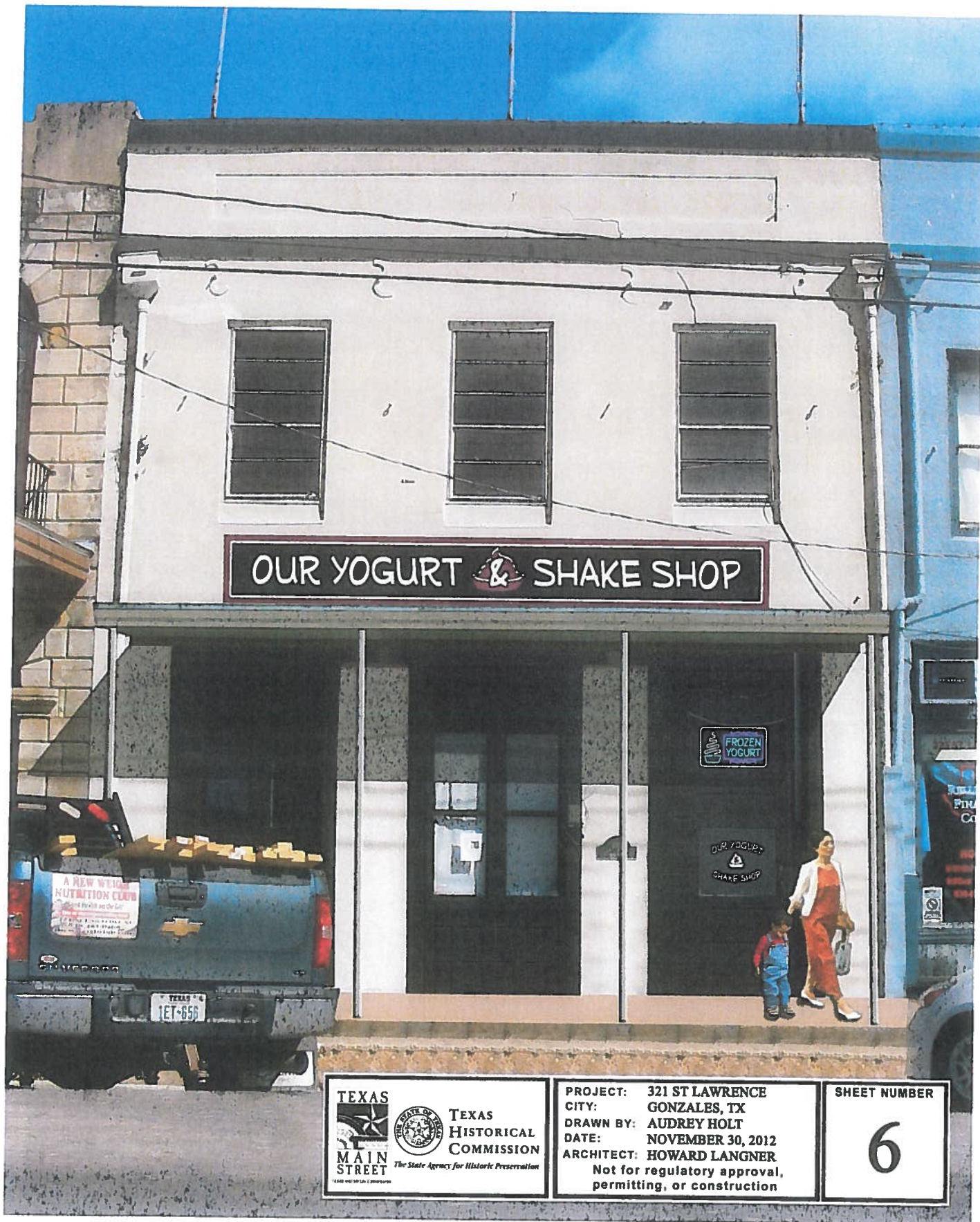


TEXAS
HISTORICAL
COMMISSION
The State Agency for Historic Preservation

PROJECT: 321 ST LAWRENCE
CITY: GONZALES, TX
DRAWN BY: AUDREY HOLT
DATE: NOVEMBER 30, 2012
ARCHITECT: HOWARD LANGNER
Not for regulatory approval,
permitting, or construction

SHEET NUMBER

7



TEXAS
MAIN STREET

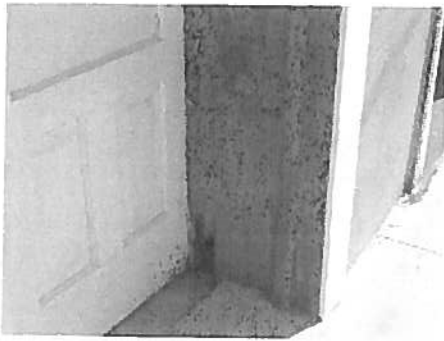


TEXAS
HISTORICAL
COMMISSION
The State Agency for Historic Preservation

PROJECT: 321 ST LAWRENCE
CITY: GONZALES, TX
DRAWN BY: AUDREY HOLT
DATE: NOVEMBER 30, 2012
ARCHITECT: HOWARD LANGNER
Not for regulatory approval,
permitting, or construction

SHEET NUMBER

6



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222K



DSCN0487.JPG
222K



DSCN0488.JPG
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DSCN0489.JPG
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 **DSCN0486.JPG**
222K



DSCN0487.JPG
222K



DSCN0488.JPG
220K



DSCN0489.JPG
217K



Dscn0490.jpg
251K

Earl Landry <earljlandryjr@gmail.com>
To: Janna Christian <jannac70@gmail.com>

Thu, Mar 16, 2017 at 6:09 AM

Nice and interesting pictures
[Quoted text hidden]

Janna Christian <jannac70@gmail.com>
To: Dan Blakemore <dan.blakemore@yahoo.com>

Fri, Mar 31, 2017 at 6:30 AM

----- Forwarded message -----
From: **Barbara Friedrich** <BFriedrich@gonzales.texas.gov>
Date: Tue, Jan 10, 2017 at 8:18 AM
Subject: Pictures



Janna Christian <jannac70@gmail.com>
To: Earl Landry <earjlandryjr@gmail.com>

Thu, Mar 16, 2017 at 6:05 AM

----- Forwarded message -----

From: **Barbara Friedrich** <BFriedrich@gonzales.texas.gov>
Date: Tue, Jan 10, 2017 at 8:18 AM
Subject: Pictures
To: "Janna Christian (jannac70@gmail.com)" <jannac70@gmail.com>

[Quoted text hidden]

10 attachments



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DSCN0482.JPG
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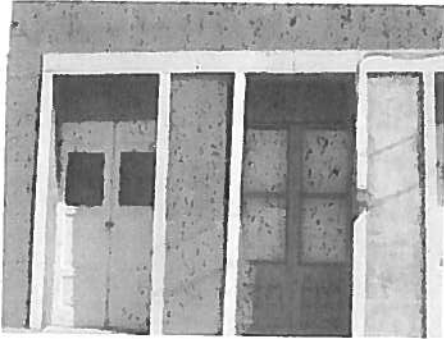
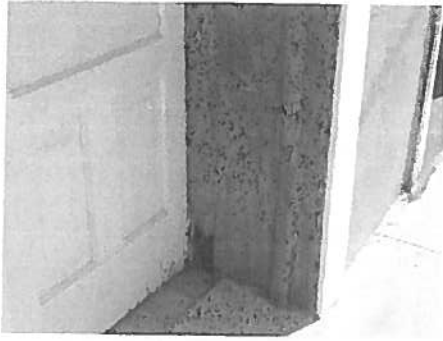


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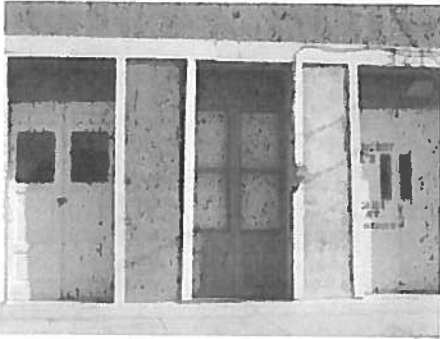


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DSCN0486.JPG
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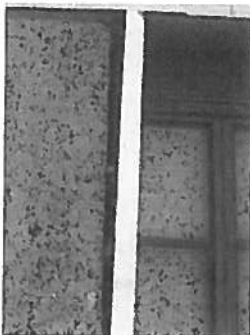
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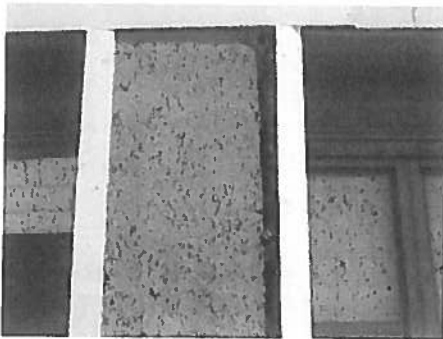
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DSCN0482.JPG
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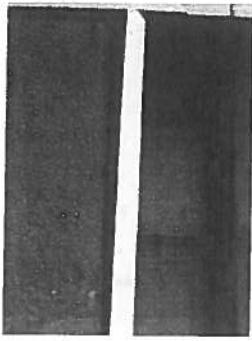
DSCN0483.JPG
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Dscn0484.jpg
318K



DSCN0485.JPG
218K



Dscn0490.jpg
251K

Financial Statement
March 31, 2017
Gonzales Main Street, Inc.

Date	Num	Description	Category	Amount
Balance as of 02/28/2017				10,521.26
03/06/2017	ATM	Walmart	Winterfest	-40.62
03/10/2017	1970	Tornado Tees	Logo Design	-180.00
03/13/2017	DEP	Deposit	Booth space	60.00
03/18/2017	DEP	Deposit	State Farm	1,000.00
03/23/2017	DEP	Deposit	Booth space	220.00
03/24/2017	1972	Crystal Signs	Restroom Signs	-169.10
03/31/2017	DEP	Paypal	Christmas Donatio	533.45
Balance as of 03/31/2017				11,944.99

Business Improvement Grant
March 31, 2017

Date	Num	Description	Category	Amount
Balance as of 02/28/2017				36,354.99
03/10/2017	256	Brie Schauer	Incentivite Grant	-15,000.00
Balance as 03/28/2017				21,354.99