



**MAIN STREET ADVISORY BOARD MEETING
A G E N D A**

**Gonzales Municipal Building
820 St. Joseph Street, Gonzales, Texas
Tuesday, February 26, 2013 – 5:15 p.m.**

1. Call to Order.
2. Public Comments.
3. Approve minutes of January 22, 2013 meeting.
4. Review Treasurer's report for January 2013.
5. Review of City of Gonzales Boards and Commissions Handbook.
6. Discuss and Consider Business Development Grant Applications.
7. Regional Board Training in La Grange, Texas on April 1, 2013.
8. Committee Reports.
 - a. Organization – Sarah Zamora-Rivera
 1. Main Street's 25th Anniversary
 - b. Economic Restructuring
 1. First Friday Coffee
 - c. Design – Melissa Taylor
 - e. Promotion – Egon Barthels
 1. Concert Series
 - a. Discuss and Consider Vendor Applications.
 - b. Discuss and Consider Carnival at July 4th.
9. Manager's Report.
10. Next Meeting will be March 26, 2013.
11. Adjourn.

I certify that a copy of the February 26, 2013, agenda of items to be considered by the Gonzales Main Street Advisory Board was posted on the City Municipal Building bulletin board on the 22nd day of February, at 10:00 A.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 _____, 2013 at _____ am/pm. I further certify that the following News Media were properly notified of the above stated meeting: KCTI Radio Station, Gonzales Inquirer, and Gonzales cannon.


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.



MAIN STREET ADVISORY BOARD MEETING
Gonzales Municipal Building
820 St. Joseph Street, Gonzales, Texas
Tuesday, January 22, 2013 – 5:15 p.m.

MINUTES

On the 22nd day of January 2013, at 5:15 p.m. the Gonzales Main Street Advisory Board convened in a Regular Meeting at the Gonzales Municipal Building, 820 St. Joseph Street, Gonzales, Texas.

The following members were present constituting a quorum.

Kacey Lindemann Butler, Del De Los Santos, Connie Dolezal, Susan Weber, Debbie Toliver, George Wilhelm, Michelle London, Sarah Zamora-Rivera, and Melissa Taylor

Absent: Egon Barthels, Sherri Schellenberg, and Randy Harkey

Others: Barbara Friedrich, Main Street Administrator, and Camey Lewis.

1. **Call to Order.**
Chairman Butler called the meeting to order at 5:15 p.m.
2. **Welcome to new Main Street Board members.**
Chairman Kacey Lindemann welcomed new members to the Advisory Board.
3. **Public Comments.**
Del De Los Santos commented on the St. George Street Project. He said the City did a wonderful job.
4. **Board Orientation.**
Main Street Administrator, Barbara Friedrich led the board in orientation telling about the purpose of the Main Street Advisory Board and the four point approach to Main Street.
5. **Approve minutes of December 18, 2012 meeting.**
Following discussion, Connie Dolezal moved to approve the minutes of December 18, 2012. Debbie Toliver seconded the motion. The motion prevailed by unanimous vote.
6. **Review Treasurer's report for December 2012.**
Board reviewed the Treasurer's Report.
7. **Discuss and Consider Budget for 2013.**
Following discussion, Del De Los Santos moved to approve the Budget for 2013. Sarah Zamora-Rivera seconded the motion. The motion prevailed by unanimous vote.
8. **Discuss and Consider placing flags in front of businesses.**
Following discussion, Del De Los Santos moved to table item #8 until further instruction from the Tourism Committee. Debbie Toliver seconded the motion. Motion prevailed by unanimous vote.

9. **Committee Reports.**
 - a. **Organization – Sarah Zamora-Rivera**
 1. **Main Street's 25th Anniversary**

Discussion was made to celebrate the 25th anniversary during the concert series.
 - b. **Economic Restructuring**
 1. **First Friday Coffee**

First Friday coffee will be held February 1, 2013 at 8: 30 a.m. at Storey Jewelers.
 - c. **Design – Melissa Taylor**

Melissa reported that she will be working on advertising for the concerts as soon as the bands are in place.
 - d. **Promotion – Egon Barthels**
 1. **Concert Series**

Following discussion of the Sponsorship packet, Del De Los Santos moved to approve the packet. Debbie Toliver seconded the motion. The motion prevailed by unanimous vote.
10. **Election of Officers.**
 - a. **Chairman**

Connie Dolezal made a motion to appoint Del De Los Santos Chairman of the Advisory Board. Debbie Toliver seconded the motion. The motion prevailed by unanimous vote.
 - b. **Vice-Chairman**

Del De Los Santos made a motion to appoint Egon Barthels Vice-Chairman of the Advisory Board. Connie Dolezal seconded the motion. The motion prevailed by unanimous vote.
 - c. **Secretary**

Connie Dolezal made a motion to appoint Michelle London Secretary of the Advisory Board. Del De Los Santos seconded the motion. The motion prevailed by unanimous vote.
 - d. **Treasurer**

Del De Los Santos made a motion to appoint Connie Dolezal Treasurer of the Advisory Board. Debbie Toliver seconded the motion. The motion prevailed by unanimous vote.
11. **Manager's Report.**

Barbara Friedrich submitted a written report.
12. **Next Meeting will be February 26, 2013.**
13. **No further matters were discussed. The meeting was adjourned by motion by Del De Los Santos and seconded by Connie Dolezal.**

Barbara Friedrich, Recording Secretary

Del De Los Santos, Chairman

Michelle London, Secretary

**Financial Statement
January 31, 2013
Gonzales Main Street, Inc.**

Date	Num	Description	Category	Amount
Balance as of 12/31/12				11,225.72
01/03/2013	1818	Walmart	Winterfest	-73.77
01/04/2013	DEP	Deposit	Donation	2,000.00
01/17/2013	1819	State Comptroller	Sales tax	-25.94
01/22/2013	1820	Gonzales Bldg. Center	Winterfest	-12.58
Balance as of 01/31/13				13,113.43

**Small Business Assistance Grant
January 31, 2013**

Date	Num	Description	Category	Amount
Balance as of 12/31/12				44,534.55
12/19/2012	1015	Peterek & Associates	Grant	-5,606.25
Balance as of 01/31/13				<u>38,928.30</u>

**Beautification Account
January 31, 2013**

Balance as of 12/31/12				5,621.69
Balance as of 01/31/2013				5,621.69

DOCUMENTATION CHECKLIST
for
Business Improvement Grant Program

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

✓ Establishment of business entity name (copy of Articles of Incorporation, dba, etc.)

✓ Copy of lease agreement (if facility is leased) *Buying*

 Legal description of subject property (Exhibit A)

✓ Vicinity map of subject property (Exhibit B) *per*

\$10,000 Grant Estimates of proposed improvements (Exhibit C) *\$2500 putting personally*

✓ Pictures of building's exterior, roof, and foundation.

✓ Scale drawing by Texas Main Street Architect or contractor of the proposed work.

N/A Documentation of approved financing

N/A State sales tax reporting form for most current three month period (if applicable)

 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: Our Yogurt and Shake Shop

Mailing address: 321 St Lawrence, Gonzales Tx

78629

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

Street Address: 321 St Lawrence Gonzales Tx 78629

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

Company Name: Our Yogurt and Shake Shop
Street Address: 321 St Lawrence
City: Gonzales, Tx 78629

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

A new Weigh Club has been in operation for 1 years.

Existing # of jobs: 2 (if applicable) Full-time ☒ Part-time _____

New jobs (full-time): 2 New jobs (part-time): _____

9. If leased facility, provide the following information (attach copy of current lease):

Current Landlord: Andover Coliad } Current Contract
Address: 325 St Lawrence } To purchase
Gonzales, TX 78629
Phone Number: 512 422 0811

10. What other cities and/or buildings is the applicant considering to establish a new business if this application is not approved?

None

11. Additional Information:

Describe in detail project financing, amount of debt, terms of debt service, name of issuer of debt, etc.

We are completely remodeling the inside of the building to accommodate the addition of a frozen yogurt shop. Total cost = \$70,000.00 including equipment

12. Has financing been secured?

Yes _____
No ☒ No lender or lenders
Pending _____
(Attach documentation)
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.

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 27th day of Sept., 2012

Applicant Johnny Hoffpauer Applicant _____

Signature [Signature] Signature _____

Address 321 St Lawrence Address _____

Gonzales, Tx 78629

Phone Number 830-481-0408 Phone Number _____

Name of Property Owner/Landlord Andrew Goral

Signature [Signature]

Address 325 St Lawrence, Gonzales, Tx 78629

Phone Number 512-422-0811

THE STATE OF TEXAS

COUNTY OF Gonzales

KNOW ALL MEN BY THESE PRESENTS:

THAT Nitesong Horse Ranch, LLC, the undersigned, for the purpose of complying with Chapter 36, Title 4, Business and Commerce Code of the State of Texas, do hereby certify to the following facts:

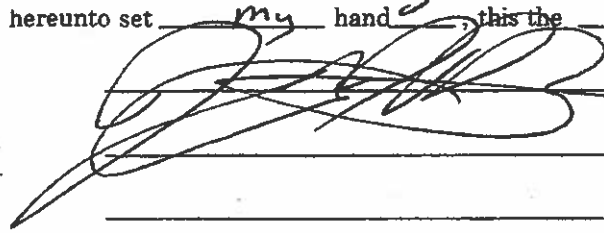
1. Our Yogurt and Shake Shop is the assumed name under which the business or professional services is or is to be conducted or rendered.
2. Registrant: Nitesong Horse Ranch, LLC
3. Names and Addresses:¹

Name	<u>John I Hoffbauer</u>	Address	<u>321 St Lawrence</u>
Title	<u>Managing Partner</u>		<u>Gonzales, TX 78629</u>
Name		Address	
Title		Address	
Name		Address	
Title		Address	
Name		Address	
Title		Address	

Said Company was duly associated under the laws of _____ and its registered or similar office address there is _____.

County or counties within the State of Texas where the business or professional services are being or are to be conducted or rendered under said assumed name: 321 St Lawrence St
Gonzales, TX 78629

4. The business or professional service is a: Yogurt and Shake Club
 5. The period, not to exceed ten (10) years, during which the assumed name will be used is from the _____ day of August, 2012 until the 7th day of August, 2022
- IN TESTIMONY WHEREOF, I have hereunto set my hand, this the 7th day of August, 2012.



1. Indicate whether the registrant is: an Individual; a Partnership; an Estate; a Real Estate Investment Trust; a Company; a Corporation.
2. If the registrant is:
 - a. An individual, full name and residence address;
 - b. a Partnership, the venture or partnership name, the venture or partnership office address, the full name of each joint venturer or general partner and their residence address if an individual, or its office address if not an individual;
 - c. an Estate, the name of the estate, the estate's office address, if any, and the full name of each representative of the estate, residence address, if an individual, or its office address if not an individual;
 - d. a Real Estate Investment Trust, the name of the trust, the address of the trust, the full name of each trustee manager, residence address, if an individual, or its office address if not an individual;
 - e. a Company, other than a real estate investment trust, or a corporation, the name of the company or corporation, the state, county or other jurisdiction under the laws of which it was organized, incorporated, or associated, and its office address;
 - f. a Corporation, the name of the corporation as stated in its articles of incorporation or association or comparable document, the state, county, or other jurisdiction under the laws of which it was incorporated or associated and address of its registered or similar office in that state, county or jurisdiction, if required to maintain a registered office in this state the address of such registered office and the name of its registered agent at such address, and the address of its principal office if not the same as that of its registered office in this state; if the corporation is not required to or does not maintain a registered office in this state, its office address in this state or if the corporation is not incorporated, organized or associated under the laws of this state, the address of its place of business in this state or its office address elsewhere, if any.
3. Insert titles as: individual, general partner, joint venturer, representative, trustee manager, company/corporate office, attorney in fact and registered agent and/or indicate registered office address, etc.
4. Strike if not applicable.
5. Required to be completed by corporations only.
6. Insert form of business/corporation as: proprietorship, sole practitioner, joint venture, general partnership, limited partnership, real estate investment trust, joint-stock company, or some other form of unincorporated business or professional association or entity; or for corporations: business corporation, nonprofit corporation, professional corporation, or some other type of incorporated business, professional or other association, or legal entity.
7. Production of this form by any person or party is prohibited.

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Merchants: A copy of this permit does not replace a resale or exemption certificate. You will be responsible for sales tax unless you have a valid resale/exemption certificate on file.

You must obtain a new permit if there is a change of ownership, location, or business location name.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

NITESONG HORSE RANCH, LLC

NITESONG HORSE RANCH, LLC
321 SAINT LAWRENCE ST
GONZALES

TX 78629-3935

NAICS CODE: 722515

DESCRIPTION ON NEXT LINE:

SNACK AND NONALCOHOLIC BEVERAGE BARS

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

CITY: GONZALES

EFF: 08/01/2012

COUNTY: GONZALES

EFF: 08/01/2012

Type of permit
SALES AND USE TAX

Taxpayer number
3-20485-1608-5

Location number
00001

First business date
08/01/2012

Susan Combs
SUSAN COMBS
Comptroller of Public Accounts

YOU MAY NEED TO COLLECT SALES AND/OR USE TAX FOR OTHER LOCAL TAXING AUTHORITIES DEPENDING ON YOUR TYPE OF BUSINESS.

If you have any questions regarding sales tax, you may contact the Texas State Comptroller's field office in your area or call 1-800-252-5555, toll free, nationwide. The Austin number is 512/463-4600.

DETACH HERE AND PROMINENTLY DISPLAY YOUR PERMIT ONLY

01-300-P4

IS THE INFORMATION PRINTED ON THIS PERMIT INCORRECT?

The information printed on your permit must be accurate and current. To make corrections, you may detach and complete ONLY the information in the form below which is incorrect, and mail it to COMPTROLLER OF PUBLIC ACCOUNTS

111 E. 17th Street
Austin, TX 78774-0100

MAKING CHANGES TO LOCAL TAXING AUTHORITIES OR BUSINESS DESCRIPTION LISTED ON THIS PERMIT

- You will need to contact us to correct the local taxing authorities for this business location. Contact your city/transit authority/county/special purpose district if you are unsure if your business is located within that taxing jurisdiction. We can assist you in determining your local sales and use tax responsibilities, and the appropriate rate for each local taxing authority. Publication 94-105, "Guidelines for Collecting Local Sales and Use Tax" and Publication 96-132, "Texas Sales and Use Tax Rates" are available on the Comptroller's web site at www.window.state.tx.us/taxinfo/local/.
- Visit us online at www.window.state.tx.us/taxinfo/sales/naics_coding.html if you need to correct the description of your business printed on the front of this permit.

MORE INFORMATION ABOUT YOUR PERMIT

- You must prominently display this permit in your place of business.
- The information on your permit is public information.
- You cannot use this permit or a copy of it as a resale or exemption certificate.
- If the location specified on this permit is closed, return this permit to the Comptroller of Public Accounts and indicate the date of the last business transaction.
- Depending on your type of business, you may need to collect sales and/or use tax for other local taxing authorities not listed on this permit.

TEXAS SALES AND USE TAX PERMIT

Taxpayer name shown on the permit NITESONG HORSE RANCH, LLC			
Taxpayer number shown on the permit 32048516085		Location number shown on the permit 00001	
Correct business location name .			
Correct business location (no P.O. Box or directions accepted) .		Change your mailing address and phone number, add a business location, change a business address, or close one or more business locations online at https://www.window.state.tx.us/accmaint/changeaddress.html	
City .	State .	ZIP code .	
Correct taxpayer name .			Daytime phone (Area code and number)
Correct mailing address .			
City .	State .	ZIP code .	Federal Employer Identification number
If you are no longer in business, enter the date of your last business transaction. _ _ _ _ _			
sign here Taxpayer or authorized agent			Date



Lease

Terms

Date: May 1, 2012
Landlord: Andover-Goliad
Landlord's Address: 325 St Lawrence
Tenant: Nightsong Tree Farm LLC, Jonny Hoffpauir
Tenant's Address: PO Box 492 Gonzales TX 78629
-419 CR 327 physical address
Premises

Approximate square feet: 2,300

Name of building: Our Yagart + Shake Shop

Street address/suite: 321 St Lawrence

City, state, zip: Gonzales TX 78629

Base Rent (monthly): 750.00

Term (months): 6 months, thereafter execute Lease to purchase agreement.

Tenant's Pro Rata Share: [percent] percent ([percent]%)

Commencement Date: May 1 2012

Termination Date: August 1 2013 46m

Security Deposit: \$ 750. paid prior -

Use:

Amount of Liability Insurance Tenant

Death/bodily injury: Tenant

Property: Tenant

[Guarantors: [See guaranty agreement at form 11-18.]]

Lease

Terms

Date: April 22, 2011

Landlord: Andover-Goliad LLC.

Landlord's Address: 503 St. Joseph Gonzales TX 78629

Tenant:

Tenant's Address:

Premises

Jonny Hopffpauer
PO Box 442 Gonzales TX 78629
499 CR 327

Approximate square feet: 2,300

Street address/suite: 321 St Lawrence

City, state, zip: Gonzales TX 78629

Legal:

Base Rent (monthly): \$750.00 beginning May 1, 2011

Term (months): 6 months for lease, option to extend another 6 months at same rate

Commencement Date: May 1, 2011

Termination Date: October 31, 2011, optional 6 month extension, optional purchase, see addendum

Security Deposit: \$750.00

Use: Retail Food Outlet, (Herbalife)

Amount of Liability Insurance

Death/bodily injury: \$ tenant

Property: \$ tenant

Definitions

"Rent" means Base Rent plus any other amounts of money due Landlord by Tenant.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Tenant" means Tenant and its agents, employees, invitees, licensees, or visitors.

"Essential Services" means water and utility connections reasonably necessary for occupancy of the Premises for the Use.

Clauses and Covenants

A. Tenant agrees to:

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition, as is, the Premises being currently suitable for the Tenant's intended Use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises, including the rules and regulations of the building adopted by Landlord.
4. Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord's Address.
5. Pay, as additional Rent, all other amounts due under this lease.
6. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day of the month in which the Rent is due.
7. Pay for all utility services used by Tenant and not provided by Landlord.
8. Pay Tenant's Pro Rata Share of any utility services provided by Landlord.
9. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.
10. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
11. Repair any damage to the Premises caused by Tenant.
12. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

13. Maintain public liability insurance for the Premises and the conduct of Tenant's business, naming Landlord as an additional insured, in the amounts stated in the lease.
14. Maintain insurance on Tenant's personal property.
15. Deliver certificates of insurance to Landlord before the Commencement Date and thereafter when requested.
16. Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of use of the Premises.
17. If requested, deliver to Landlord a financing statement perfecting the security interest created by this lease.
18. Vacate the Premises on termination of this lease.

B. Tenant agrees not to:

1. Use the Premises for any purpose other than that stated in the lease.
2. Create a nuisance.
3. Interfere with any other tenant's normal business operations or Landlord's management of the building.
4. Permit any waste.
5. Use the Premises in any way that is extrahazardous, would increase insurance premiums, or would void insurance on the building.
6. If Tenant changes Landlord's lock system, Tenant shall promptly deliver to Landlord a key or keys to the Premises.
7. Alter the Premises without Landlord's written permission.
8. Allow a lien to be placed on the Premises.
9. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to:

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Obey all laws, ordinances, orders, and rules and regulations applicable to the Use, condition, and occupancy of the building.

3. Provide normal utility service connections to the building.
4. Repair, replace, and maintain the (a) roof, (b) foundation, (c) structural soundness of the exterior walls, doors, corridors, windows, and other structures serving the Premises.
5. Insure the building against all risks of direct physical loss in an amount equal to at least 90 percent of the full replacement cost of the building as of the date of the loss and liability; Tenant will have no claim to any proceeds of Landlord's insurance policy.
6. Return the Security Deposit to Tenant, less itemized deductions, if any, within thirty days after the termination of this lease.

D. Landlord agrees not to:

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.
2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
3. *Release of Claims/Subrogation.* Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the Premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
4. *Notice to Insurance Companies.* Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.
5. *Casualty/Total or Partial Destruction*
 - a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the Premises to substantially the same condition that existed before the casualty. If Landlord fails to complete restoration within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice to Landlord.
 - b. If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore,

Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in a. above.

c. To the extent the Premises are untenable after the casualty and the damage was not caused by Tenant, the Rent will be adjusted as may be fair and reasonable.

6. *Condemnation/Substantial or Partial Taking*

a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

7. *Uniform Commercial Code.* Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement or execute and file a financing statement on behalf of Tenant.

8. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

9. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

10. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

11. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

12. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

13. *Security Deposit.* If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

14. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

15. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

16. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

17. *Venue.* Venue is in the county in which the Premises are located.

18. *Entire Agreement.* This lease, together with the attached Addendum and Exhibit(s), is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

19. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

20. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

21. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

22. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term

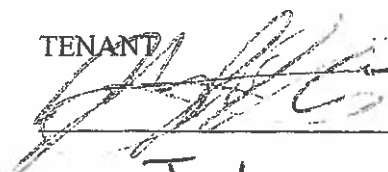
~~23. If the Community Health Systems of South Central Texas, INC., loses its 330 grant, (its primary funding source), and they have no alternate funding source to replace these lost funds, they may terminate the lease within 45 days of written notice.~~

LANDLORD

Name:

Title:

TENANT

 4/22/11

Name: Johnny Hoffmann

Title: Owner/CEO

Attachments:

Addendum To Lease

Addendum to Lease

1) Purchase Option. For and in consideration of the payment of Ten Dollars and other good and valuable consideration, as well as the execution of this Lease and the mutual promises herein contained, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby grants to Tenant, during the Term of this Lease, an option to purchase the Premises on the following terms and conditions:

- 1.1. Tenant may exercise its option by notifying Landlord of Tenant's intention to purchase the Premises.
- 1.2. In the event that Tenant exercises its option, the following terms and conditions shall govern:
- 1.3. The Purchase Price of the Premises shall be \$75,000.00 through October 31, 2011 and after that date the purchase price shall increase 1.0% each month over the amount of the preceding month.
- 1.4. At the closing of the purchase of the Premises by Tenant, Tenant shall pay Landlord the Purchase Price in cash, and Landlord shall convey to Tenant good and indefeasible title to the Premises by special warranty deed subject to all matters of public record as of the closing date, except that Landlord shall remove all liens on the Premises prior to closing.
- 1.5. All real property taxes levied or assessed against the Premises as shown by the latest available tax statement shall be prorated between Tenant and Landlord on the date of the closing of the purchase under the option.
- 1.6. Tenant may obtain title insurance and a survey for the purchase of the Leased Premises at Tenant's sole expense.
- 1.7. At closing, the Tenant shall pay all transaction and closing costs, including but not limited to the expense of appraisal(s), title policy, survey expense, escrow fees, attorney's fees of Tenant, and recording fees.

2) Right of First Refusal. If Landlord receives an offer to purchase the Premises, Landlord shall promptly communicate the terms of that offer to Tenant. Tenant shall have 10 days to respond to Landlord in writing by either a) Tenant executing a written contract to purchase the Premises on essentially the same terms as the offer or b) Tenant refusing to so purchase the Premises. If Tenant does not respond with either alternative "a" or "b" as stated above within the 10 days, it shall be conclusively presumed that Tenant has refused to purchase and Landlord shall be free to sell the Premises subject to this lease. If Landlord sells the Premise to a third party pursuant to such an offer with right of first refusal, Tenant's purchase option stated above shall terminate.

3) Owner Finance option to purchase the building at 321 St. Lawrence. Sale price of \$75,000. \$5,000 down January 1 owner finance 70,000 7% interest, 3 year balloon with 30 yr amortization schedule, see attached.

Tenant may make improvements and possibly participate in a façade grant

Tenant may begin use of building now to begin making improvements upon landlords receipt of security deposit.

Owner to improve façade with application of stucco over damaged area. Owner to paint interior ceiling of customer area with Kilz primer to improve appearance.

Signature Owner _____

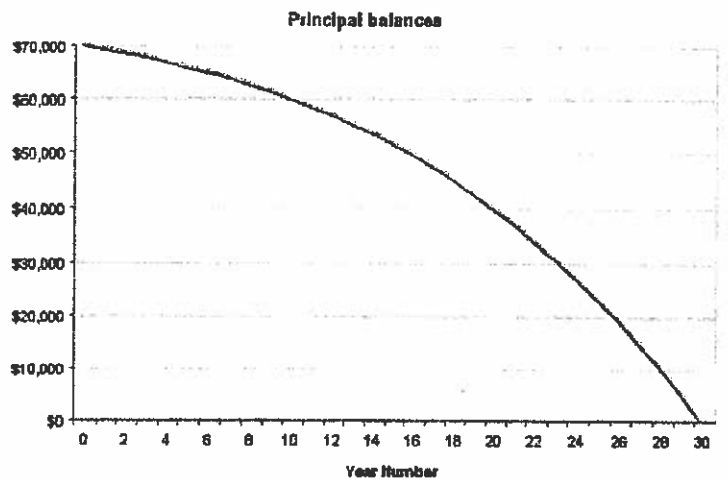
Date: April 22, 2011

Signature Tenant _____

4/22/11

Mortgage Loan Calculator Results

Your payment is \$465.71 for 30 years with a rate of 7.000%.



Mortgage Summary

Loan amount	\$70,000.00
Term	30 years
Interest rate	7.000%
Annual home insurance	\$0.00
Annual property taxes	\$0.00
Monthly payment	\$465.71
Monthly payment (PITI)*	\$465.71
Total principal and interest payments	\$167,658.19
Total interest	\$97,658.19

5,000 down

*Principal, Interest, Taxes, Insurance

Prepayment Results

Principal prepayments on your mortgage can save you a great deal of interest. They can also shorten the time it takes to pay off your mortgage, in many cases, by several years.

Prepayment Summary

Amount	None
Start with payment	
Total payments	
Total interest	
Interest savings	

3 yr balloon, at end of 36 months
Tenant will find financing for remaining balance 67,708.98

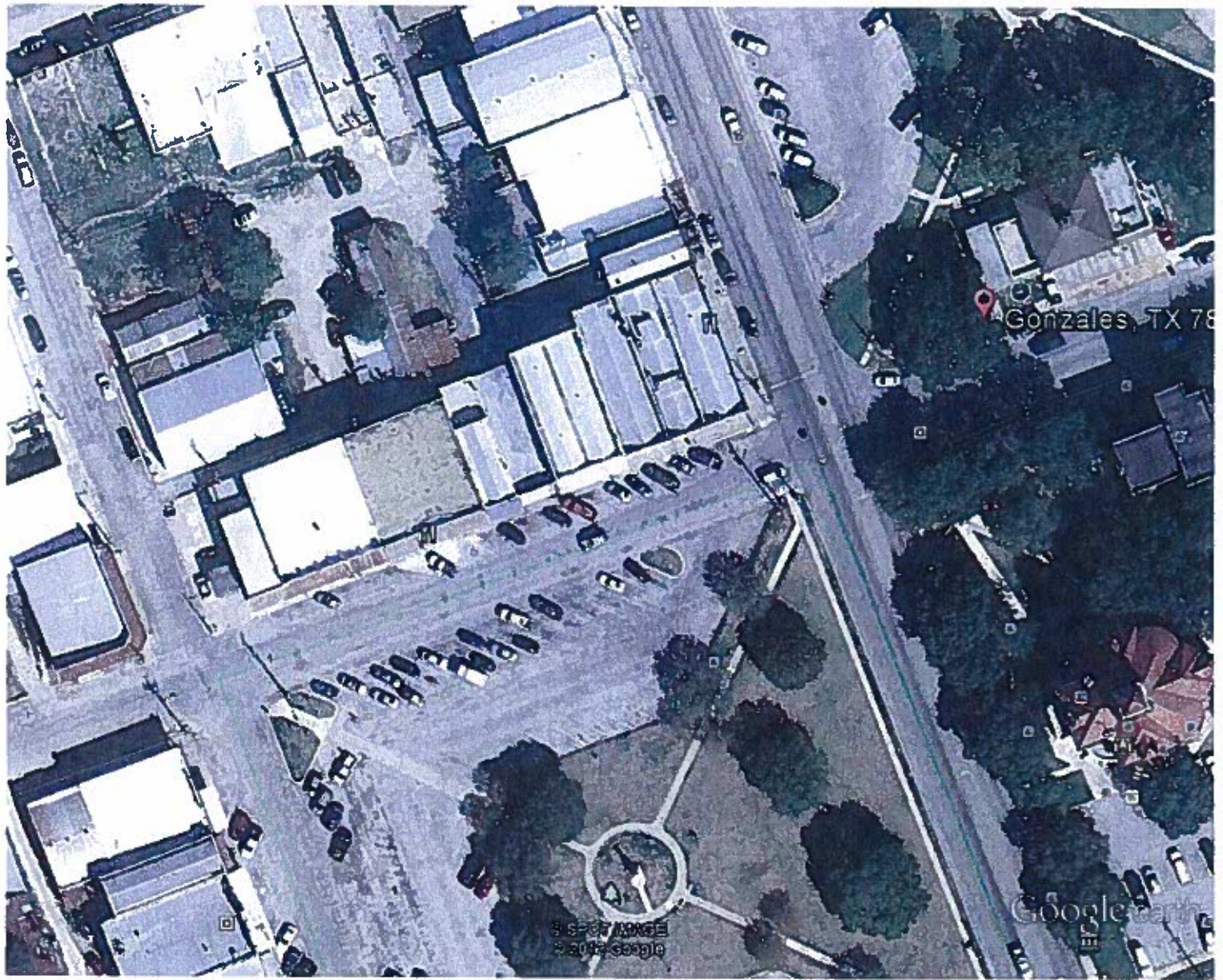
Payment schedule

Year	Total Payments	Principal Paid	Interest Paid	Ending Principal Balance
1	\$5,588.52	\$711.05	\$4,877.47	\$70,000.00
2	\$5,588.52	\$762.43	\$4,826.09	\$69,288.95
3	\$5,588.52	\$817.54	\$4,770.98	\$68,526.52
4	\$5,588.52	\$876.66	\$4,711.86	\$67,708.98
5	\$5,588.52	\$940.04	\$4,648.48	\$66,832.32
6	\$5,588.52	\$1,007.99	\$4,580.53	\$65,892.28
7	\$5,588.52	\$1,080.86	\$4,507.66	\$64,884.29
8	\$5,588.52	\$1,158.98	\$4,429.54	\$63,803.43
9	\$5,588.52	\$1,242.77	\$4,345.75	\$62,644.45
10	\$5,588.52	\$1,332.61	\$4,255.91	\$61,401.68
				\$60,069.07



11	\$5,588.52	\$1,428.96	\$4,159.56	\$58,640.11
12	\$5,588.52	\$1,532.24	\$4,056.28	\$57,107.87
13	\$5,588.52	\$1,643.01	\$3,945.51	\$55,464.86
14	\$5,588.52	\$1,761.79	\$3,826.73	\$53,703.07
15	\$5,588.52	\$1,889.15	\$3,699.37	\$51,813.92
16	\$5,588.52	\$2,025.72	\$3,562.80	\$49,788.20
17	\$5,588.52	\$2,172.15	\$3,416.37	\$47,616.05
18	\$5,588.52	\$2,329.19	\$3,259.33	\$45,286.86
19	\$5,588.52	\$2,497.55	\$3,090.97	\$42,789.31
20	\$5,588.52	\$2,678.11	\$2,910.41	\$40,111.20
21	\$5,588.52	\$2,871.73	\$2,716.79	\$37,239.47
22	\$5,588.52	\$3,079.31	\$2,509.21	\$34,160.18
23	\$5,588.52	\$3,301.89	\$2,286.63	\$30,858.27
24	\$5,588.52	\$3,540.60	\$2,047.92	\$27,317.67
25	\$5,588.52	\$3,796.56	\$1,791.96	\$23,521.11
26	\$5,588.52	\$4,071.02	\$1,517.50	\$19,450.09
27	\$5,588.52	\$4,365.30	\$1,223.22	\$15,084.79
28	\$5,588.52	\$4,680.87	\$907.65	\$10,403.92
29	\$5,588.52	\$5,019.24	\$569.28	\$5,384.68
30	\$5,591.11	\$5,384.68	\$206.43	\$0.00

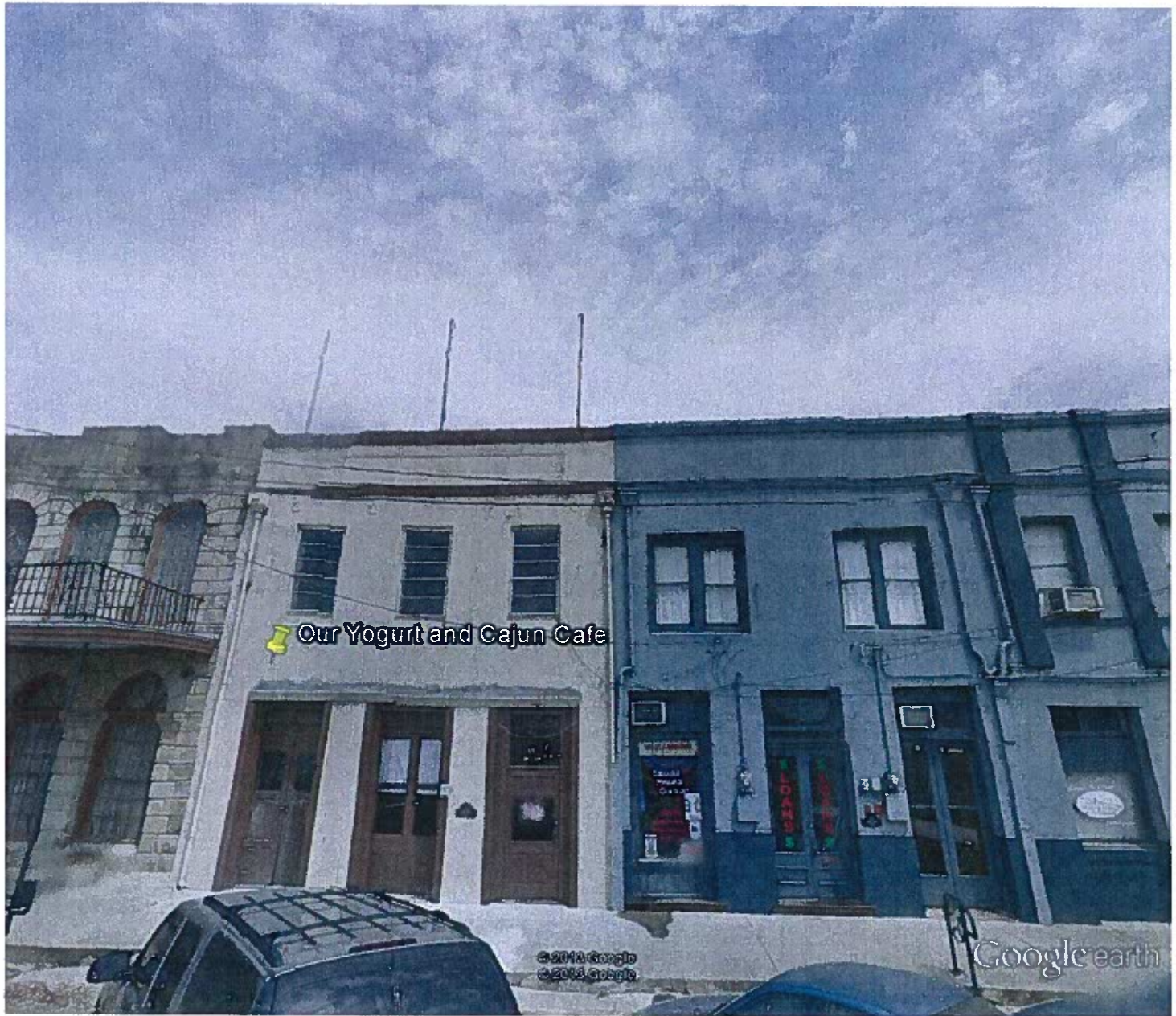
Information and interactive calculators are made available to you as self-help tools for your personal independent use and are not intended to provide investment advice. We can not and do not guarantee their applicability or accuracy in regards to your individual circumstances. All examples are hypothetical and are for illustrative purposes. We encourage you to seek personalized advice from qualified professionals regarding all personal finance issues.



Google earth

feet 300
meters 100





Google earth

feet 10
meters 5



ALG, INC.
P.O. Box 1895
Gonzales, Texas 78629

"Bid Proposal"

TO: Our Yogurt and Shake Shop
321 St. Lawrence
Gonzales, Texas 78629

DATE: February 2, 2013

JOB LOCATION: (321 St. Lawrence, Gonzales, Texas .)

Description:

Furnish material and labor to install an awning the width of front of store
Including lights. To be built out of metal roofing and wood framing.
Install soft and recessed lights .Replace and install new front door .
Paint front of building and do maintenance cosmetics per customers color requirements .Install
permanent metal sign denoting "Our Yogurt Shop and Cajun Cafe"

TOTAL PRICE: \$12, 759.00

Thank you!!

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



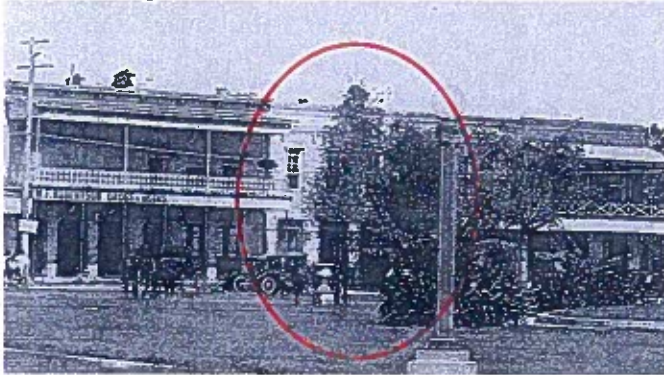
TEXAS HISTORICAL COMMISSION
real places telling real stories

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."

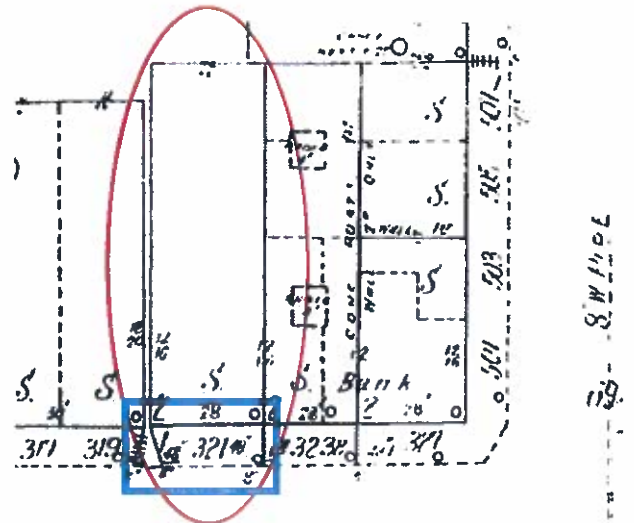
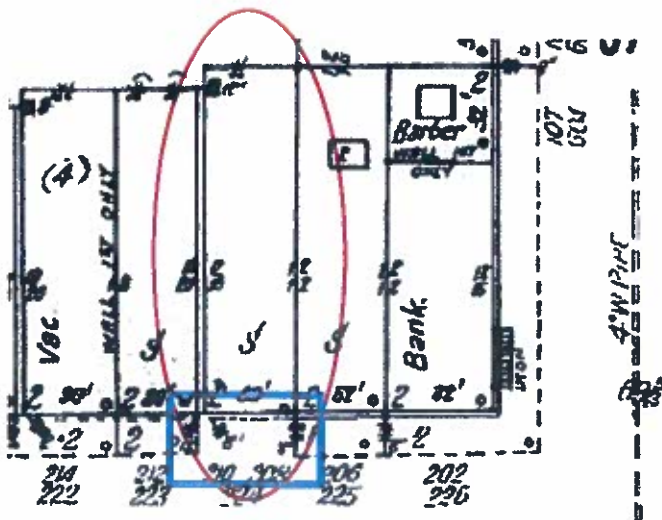


Historical photo- circa 1930

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.



Design Recommendations

Facade

The building owner liked the gray and black color scheme for the building, with the plum being used in the signage and/or awning. He wanted to see how a pole supported canopy would look on the building, as he was worried about the longevity of a fabric awning. A simple pole supported canopy is rendered. A fabric awning is still a recommended option. Whichever element is chosen, it should be simple in design and removable in nature. A pole supported canopy is suggested over a tie rod supported canopy. The building should be assessed for structural stability before adding the additional weight of a canopy, and all city and state codes regarding the construction of such a canopy should be investigated and adhered to.

Signage

The banner that exists currently is temporary in nature; therefore, it should be removed in favor of a permanent sign. The building owner wanted the frozen yogurt portion of the business emphasized, and this is done with a secondary neon window sign in the transom window above the entrance door, as well as featuring a cup of frozen yogurt on all sign designs. Primary signage was designed that can be placed directly below the second story windows in either the canopy or the awning design. In the pole supported canopy option, signage hanging from the front edge of the canopy is also a recommended option. Lighting for the signage at night is important, and small spot lights mounted to the canopy/awning are recommended. With a canopy/awning, these signs would not be readily visible from the sidewalk, therefore window signage oriented to pedestrians is recommended. This is pictured on the entrance door, but could extend to other doors that are part of the business. A pedestrian sign oriented perpendicular to the building could also be hung under the canopy.

Funding

Funding goes hand in hand with long-term preservation projects. Sources of funding should be researched and identified and if the scope of work exceeds available sources of funding, the project should be phased accordingly. You should contact your local Main Street Manager about financial tools that may be available through your city.

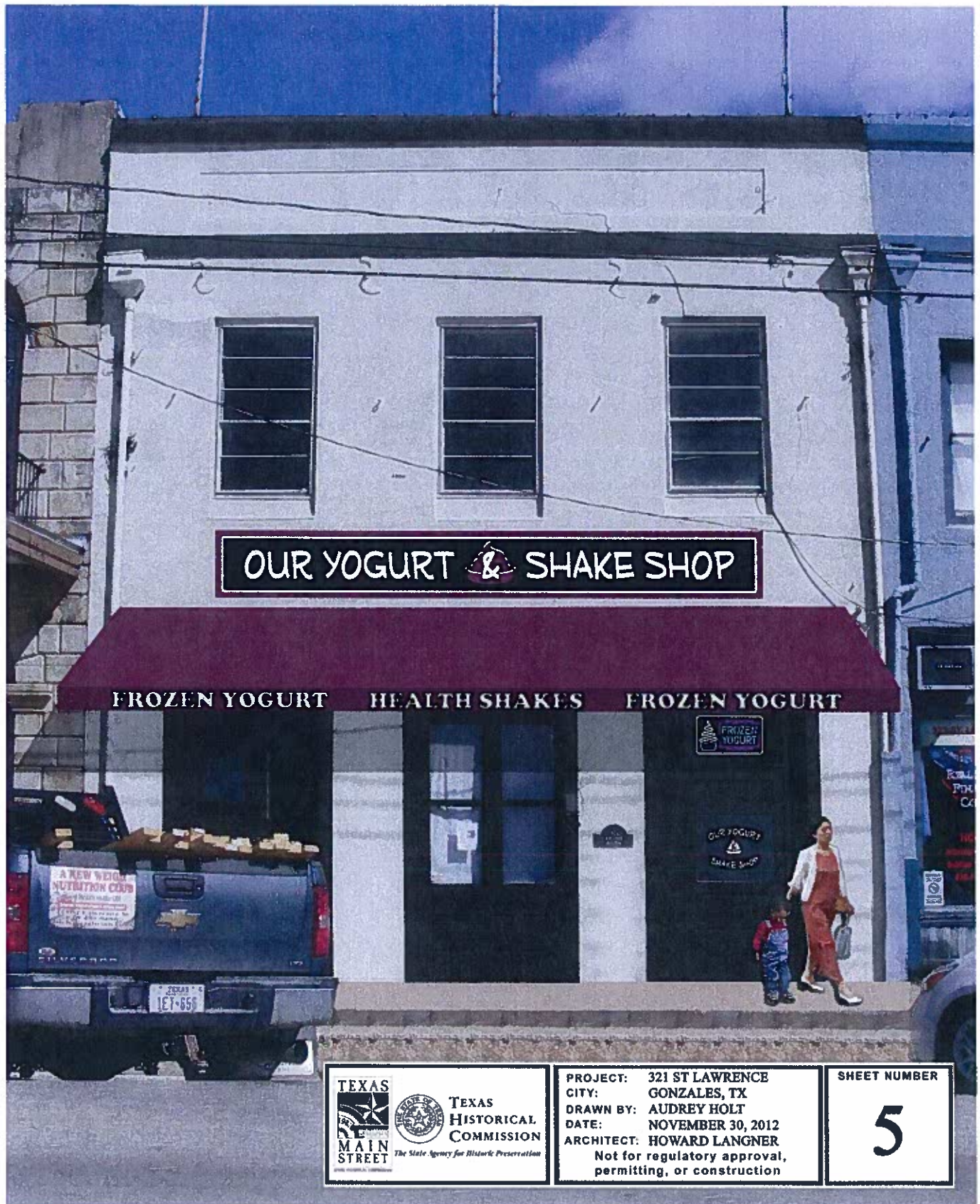
Americans with Disabilities Act (ADA) Tax Credit/Deduction

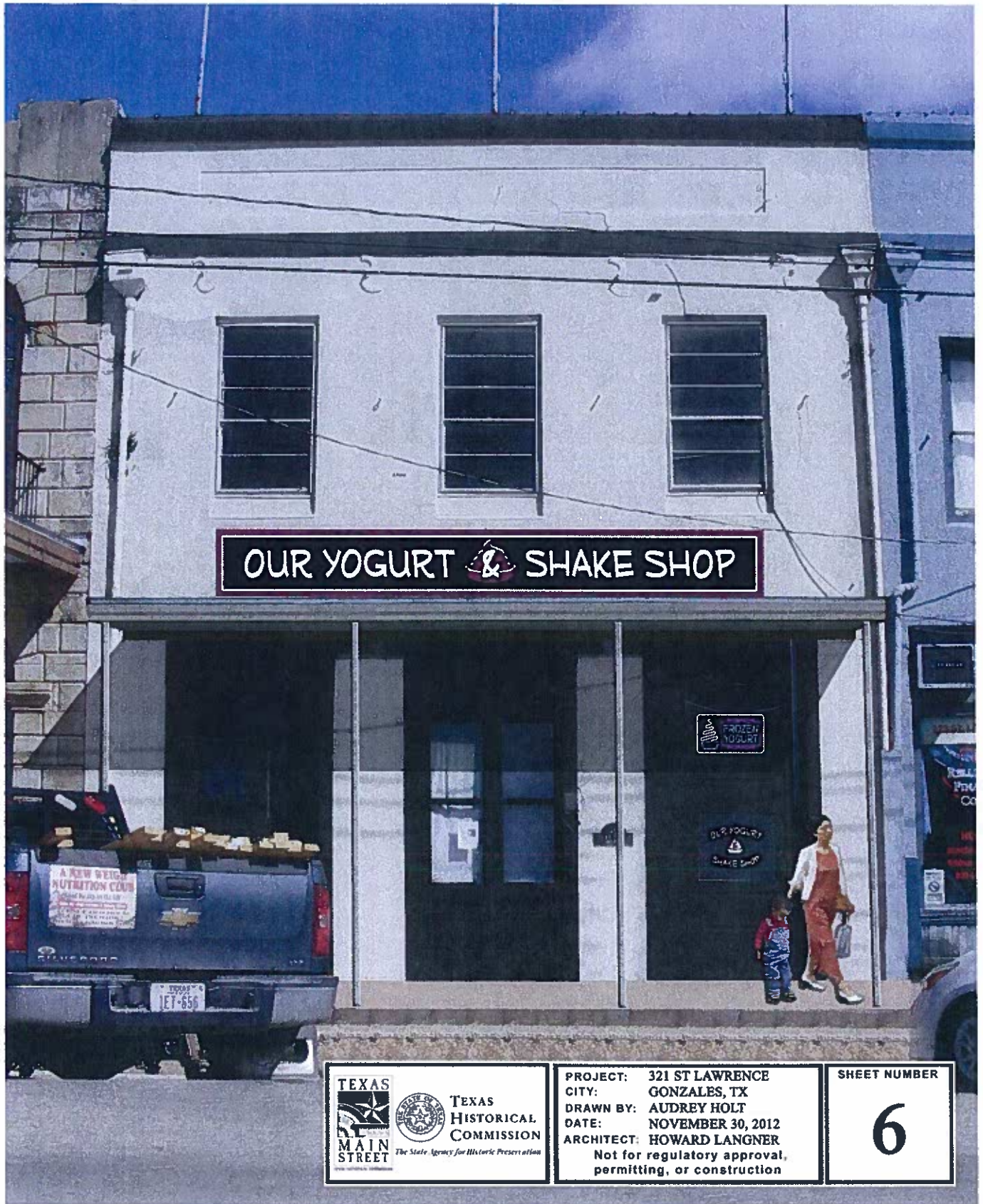
There is also the possibility of an IRS tax credit or deduction for making ADA improvements. Please see <http://www.ada.gov/taxcred.htm> for more information.

Brownfields Site Assessment (BSA) Program and the Targeted Brownfields Assessment (TBA)

A brownfields site is any property that is being underutilized or where a property transaction is complicated by the real or perceived presence of contamination, which can include asbestos and lead paint. The Texas Commission on Environmental Quality (TCEQ), in cooperation with local, state, and federal partners, is facilitating cleanup and revitalization of brownfields properties in Texas through regulatory, tax, and technical assistance. The BSA provides free technical advice and education to eligible entities for brownfields redevelopment projects. Contact the TCEQ Brownfields Site Assessment staff at <http://www.tceq.texas.gov/remediation/bsa/bsa.html> or call 512-239-2200. The TCEQ works very closely with the United States Environmental Protection Agency (EPA). The EPA offers a free brownfields assessment, including sampling and analyses, cleanup planning based on proposed reuse, cleanup cost estimates, and other technical reports as part of their Targeted Brownfields Assessment (TBA). Contact Janet Brooks, TBA Coordinator Region 6 US Environmental Protection Agency at (214) 665-7598 or 1-800-887-6063. Janet may also be reached via email: brooks.janet@epa.gov.

After the owner has had a chance to review the recommended concept, the Texas Main Street Design Center Staff will work with the owner(s) to help develop their rehabilitation plan for this particular building. It is also requested that TMSDC be notified when clarification of design elements might prove helpful or when an alternate scheme is contemplated. Please contact NAME (512) 463-5760/ Audrey.holt@thc.state.tx.us or Howard Langner (512) 305-9045/ howard.langner@thc.state.tx.us.



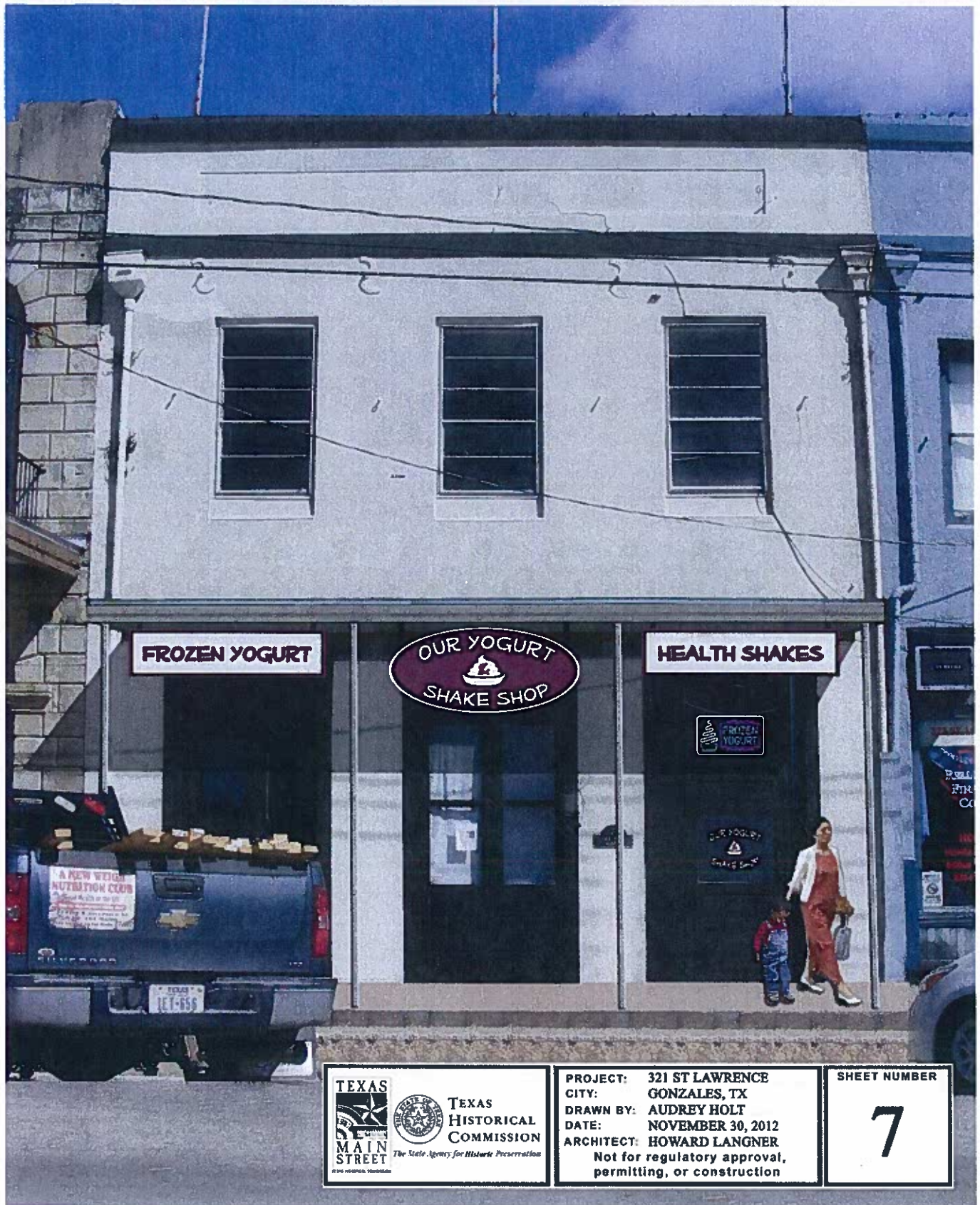


TEXAS
HISTORICAL
COMMISSION
The State Agency for Historic Preservation

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



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

Barbara Friedrich

From: texas-ms-mgrs-l-bounces@lists.thc.state.tx.us on behalf of Jill Robinson
<Jill.Robinson@thc.state.tx.us>
Sent: Tuesday, February 12, 2013 5:01 PM
To: texas-ms-mgrs-l@lists.thc.state.tx.us
Subject: [Texas-ms-mgrs-l] Upcoming Regional Board Trainings
Attachments: ATT00001.txt

Hello Everyone,

Below is a list of upcoming regional board trainings to which you might be interested in sending any board members who have not been trained (or those who would like a refresher). Remember that you do get points on your Ten Criteria for training board members.

Kerrville

Thursday, **Feb. 21**, 8:30-10:45 a.m.

Location: City Hall

701 Main Street, Upstairs Conference Room

Reply to: Misty Kothe, 830/258-1113, misty.kothe@kerrvilletx.gov

Please respond if you have a board member coming.

Mount Vernon

Wednesday, **Feb. 27**, 6-8:15 p.m.

Location: City Hall

109 N. Kaufman

Reply to: Carolyn Teague, 903/537-4070, cteague@comvtx.com

Light refreshments will be served, so please reply for a head count.

Grand Saline

Thursday, **Feb. 28**, 6-8:15 p.m. (refreshments begin at 5:30 p.m.)

Location: Darby Building

103 N. Main

Reply to: Lisa Morrison, 903/962-3122, mainstreet@grandsaline.com

Refreshments will be served, so please reply for a head count.

Georgetown

Friday, **March 15**, 9:30-11:45 a.m.

Location: Williamson County Courthouse, 2nd floor conference room

710 S. Main Street

Reply to: Shelly Hargrove, 512/930-2027, shelly.hargrove@georgetown.org

La Grange

Monday, **April 1**, 5:15-7:30 p.m.

Location: to be determined

Reply to: Stacey Norris, 979/968-8701, SNorris@cityofLG.com

Have a good one,

<input type="checkbox"/>	Arts & Crafts Vendor
<input type="checkbox"/>	Food Vendor

Gonzales Main Street Vendor Application

2012 App.



Gonzales Main Street Concert Series and Star Spangled Spectacular is an outdoor festival that includes a show featuring fine Arts and quality Crafts and Food Vendors filled with all types of items including homemade, retail sale, or services offered. To maintain the standard of quality we have established in the history of the Festival, all vendors must submit an application including brochures and photos of actual Arts & Crafts or merchandise to be offered for sale at **Gonzales Main Street Concert Series and Star Spangled Spectacular**. Anything not listed on the application and approved will not be allowed. Specific rules for Arts & Crafts and Food Vendors are listed below. You will be notified promptly of the committee's decision. Checks will be returned for the applications not accepted. **Full** payment is required upon application. **NO REFUNDS OR RAINCHECKS WILL BE ISSUED ON APPLICATIONS ACCEPTED BY THE COMMITTEE.** Booths are filled on a first come, first serve basis, so apply early to ensure you are included!!!

I. Application: (all spaces **MUST** be filled in)

Name: _____ Tax ID#: _____

Mailing address _____ City: _____ State _____ Zip: _____

Phone: _____ Fax _____ Email: _____

Description of **Arts & Crafts or Food to be sold**: _____

All applications must be accompanied by check or money order. **No booth can be reserved without payment.** You will be notified of your acceptance by email. In signing you agree to adhere to all guidelines listed on the following pages during the entire Gonzales Main Street Concert Series and Star Spangled Spectacular. Mail application with payment to: Barbara Friedrich, Gonzales Main Street, P. O. Drawer 574, Gonzales, Texas 78629.

Application deadline is 5 pm Tuesday the week of the show. There will be an additional charge of \$10.00, a total of \$20.00 per space, for any application submitted after the deadline or the day of the show. Payment is due at time application is submitted. You may submit one application for all six shows and total payment of \$75.00 will be due at that time.

The Gonzales Main Street, its officers, agents, employees, and other representatives shall not be held liable for, and hereby are released from liability from, any damages, loss, harm, or injury to the person or property of the exhibitor or any of its officers, agents, employees, and other representatives, resulting from theft, fire, water, weather, accident, or other cause. The exhibitor shall indemnify, defend, or protect the Gonzales Main Street and hold harmless from any and all claims, demands, suits, liability, damages, loss costs, attorneys fees and expenses or whatever kind of nature which might result from or arise out of any action or failure to act on part of the exhibitor or any of its officers, agents, employees or other representatives. Please call Barbara Friedrich at 830-672-2815 if you have any questions.

Signature _____ Date _____

Please read the Vendor Guidelines on back. In signing you agree to adhere to all guidelines during the entire Main Street Event.

II. Booth Space Information and Fees:

A. Arts & Crafts and Food Vendor:

1. Information: Barbara Friedrich

Email: mainstreet@cityofgonzales.org

Phone: 830-672-2815 or Mobile: 830-263-0118

2. Booth Fees:

_____ June 1, 2012 12x12 space with electricity - \$10.00

_____ June 8, 2012 12x12 space with electricity - \$10.00

_____ June 15, 2012 12x12 space with electricity - \$10.00

_____ June 22, 2012 12x12 space with electricity - \$10.00

_____ June 29, 2012 12x12 space with electricity - \$10.00

_____ July 4, 2012 – Star Spangled Spectacular –

\$25.00 if you participated in all five Concert Series dates

\$50.00 for just the Star Spangled Spectacular

\$20.00 if application is received after 5 p.m. Tuesday the week of the show.

3. Set up time will be 4 p.m. and sell from 6 p.m. to 10 p.m.

III. Arts & Crafts/Food Vendor Guidelines

1. All merchandise is subject to approval and items not previously approved are not allowed.

2. Food booths are limited and local clubs have priority. **Commercial vendors must have a health certificate.**

3. **FULL** payment **MUST** accompany this application. **THERE ARE NO REFUNDS FOR ACCEPTED APPLICATIONS.**

4. Please keep walkways clear. Do not alter the booth space.

5. Booths must be left clear of trash after breakdowns.

6. Each booth/space is limited to 3.3 amps or 400 watts electrical power from one outlet. Vendors must provide their own extension cords and power strips.

7. Vendors must provide their own tables, chairs, display equipment, etc. **THERE IS NO VENDING FROM TRAILERS.**

9. Vendors are responsible for any applicable sales tax of 8.25%. For more information please contact the State Comptrollers at 800-252-2555.

Parking

No parking inside or around Confederate Square. You may park in Texas Heroes Square, Church Parking Lot on St. Paul Street or behind the Courthouse.

DO Not park in the 400 block of Saint Lawrence Street. The Fire Department needs to have easy access to exit in case of a fire.



Gonzales Main Street Events Arts & Crafts Application Form

**please read the entire form; changes have been made*

**CIRCLE ONE: Concert Series (Fridays in June) Star Spangled Spectacular (July 4)
Winterfest (First Friday in December)**

****all items must be handcrafted***

Name _____

Business Name _____

Address _____

City/State/Zip _____

Day Phone _____

Home Phone _____

Cell Phone _____

E-mail address _____

Art, Craft or Goods Description: _____

Price Range of Art, Crafts or Goods to be sold (**food & beverages not permitted & no novelty items**):

SPACE FEES

Space _____

Reserve one 10 X 10 Space (own white tent)

Electricity is requested – one (1) 110 plug

REQUESTS:

Were you a vendor at this event last year? ☐ YES ☐ NO

(*Every effort will be made to accommodate special requests on a first come, first serve basis. Space requests cannot be guaranteed)

Event & Dates (select one)

GMS Concert Series

Every Friday In June

Star Spangled Spectacular

July 4th

Winterfest

First Friday of December

PAYMENTS – Due 14 business days before the event.**

Make checks or money orders payable to: Gonzales Main Street

Mail to: Barbara Friedrich, C/O Gonzales Main Street, , Gonzales, Texas 78629 Phone: (830) 672-2815 OR Fax to:
Barbara Friedrich, Fax: (830) 672-

Office Use Only

Booth Fee Paid _____

Cash/Check # _____

Date Received _____



Gonzales Main Street Events

Arts, Crafts, and Goods Application Form Rules and Regulations

1. Gonzales Main Street has the right to disallow the sale of work not represented by the submitted slides or pictures.
2. Gonzales Main Street has the right to refuse any vendor and/or the right to refuse any particular item the vendor desires to sell if the item is not deemed appropriate for the event.
3. Vendors will be provided a 10' x 10' area. Vendor tents are required to be white tent top and the tent should not exceed 12' in height.
4. Vendors will be permitted to enter the closure and set up between the hours stated on the load in pass.
5. Vendors must contain their display within the dimension of the space rented.
6. No staking of tents or canopies will be permitted, either in the asphalt or in landscaped areas.
7. No items shall be displayed in the landscaped areas.
8. If electricity is requested and available, vendor must provide their own heavy-duty outdoor extension cords.
9. Returned checks are subject to a \$35 NSF fee.
10. Vendors are responsible for collecting/paying Texas State Sales Tax as applicable to their product.
11. Parking/loading space will be provided within the event area. NO PARKING OR LOADING will be permitted on city streets surrounding the event.
12. Submission of application does not guarantee acceptance due to limited space.

Office Use Only

Booth Fee Paid _____

Cash/Check # _____

Date Received _____



13. THERE WILL BE NO RAIN DATES and refunds are not given.

14. In the case of vendor cancellation, vendor must personally notify a Gonzales Main Street staff member prior to the beginning of the event. Vendor credit allocation will be assessed on an individual-basis and can be used towards the NEXT EVENT ONLY. Any permit fees will not be refunded.

15. Gonzales Main Street retains the right to prevent future participation of any vendor for conduct deemed, in GMS sole discretion, unacceptable and/or detrimental to the mission and reputation of GMS and the event. The vendor releases the Gonzales Main Street and the City of Gonzales from any liability due to breakage, theft, injury, or bodily harm while at Gonzales Main Street sponsored event. The vendor also agrees to the rules and regulations of Gonzales Main Street. If any of these rules and regulations are violated, the vendor and all equipment will be escorted from the property immediately, not permitted to sell or setup, and NO refunds will be given. I have read and understood all the above rules and regulations set forth by Gonzales Main Street, and agree to comply. If I do not comply I understand that I will be escorted from the event, not permitted to sell or setup and no refund will be given.

Vendor Signature

Date

GMS Representative

Date

Office Use Only

Booth Fee Paid _____

Cash/Check # _____

Date Received _____



Gonzales Main Street Events Food Vendor Application Form

**please read the entire form; changes have been made*

(one form must be submitted per event) CIRCLE ONE: Concert Series (Fridays in June) Star Spangled Spectacular (July 4) Winterfest (First Friday in December)

Name _____

Business Name _____

Address _____

City/State/Zip _____

Day Phone _____ Cell Phone _____ E-mail address _____

Food Description (Place a 1 by your first choice & 2 by your second choice):

- ☐ Gorditas ☐ Beef Fajitas ☐ Chicken Fajitas ☐ Corn Dogs/Funnel Cakes
☐ Hamburger/Fries ☐ Turkey Leg ☐ Brisket Tacos ☐ Sausage ☐ Kabobs ☐ Roasted Corn
☐ Aquas Frescas/Fruit Cups ☐ Tripas ☐ Turkey Legs ☐ Puffy Tacos ☐ Mini Taquitos
☐ Other _____

Event & Dates (select one)

		Prices (per day)
Concert Series	Every Friday In June	\$
Star Spangled Spectacular	July 4th	\$
Winterfest	First Fri & Sat of December	\$

Were you a vendor at this event last year? ☐ YES ☐ NO

Do you have an overly large BBQ pit or other large equipment that needs additional space? ☐
YES ☐ NO

Mail to: Barbara Friedrich, C/O City of Gonzales, Gonzales, Texas 78629

Phone: (830) 672-2815 OR Fax to: Barbara Friedrich (830) 672-

****PAYMENTS**** – Due 2 weeks (14 days) days before the event. Make money orders payable to: Gonzales Main Street

ELECTRICAL: *Each vendor will be provided with one 110V duplex outlet (two plugs) rated at 20 amps. In most cases this will come from on-site power pole please bring extension cords. Each duplex (two plugs) has a rating of 1800 watts total. Power strips are permitted as long 1800 watts is not exceeded. Please check your equipment rating. If you require additional electrical a request must be made in advance in writing to the GMS office. A request does not guarantee additional electrical services. Each request will be considered individually.*

Office Use Only

Booth Fee Paid _____

Cash/Check # _____

Date Received _____



Gonzales Main Street Events 2013 Food Vendor Rules and Regulations

1. Food vendors will be provided an 8' x 8' booth space.
2. Food vendors must keep all products within rented booth space.
3. Floors **MUST** be laid inside the booth prior to vendor set up.
4. **NO BEVERAGES** are to be sold (water, soda, etc.) unless specifically approved by the SAPF. Vendors caught selling unapproved beverages will be escorted immediately off the property with all equipment, and not permitted to take part in the event. No refund will be given.
5. Vendors using a barbeque pit or grill will be required to rope or barricade area to protect attendees.
6. Food vendors will not be permitted to smoke in rented booth space.
7. Food vendors will not be permitted to have or drink alcohol within the rented booth space.
8. Food vendors will only be permitted to sell the food items approved by Gonzales Main Street.
9. Trash must be discarded into the designated trash barrels immediately. **All cooking grease and grease produced by cooking must be retained by the vendor and disposed of in proper locations off of the event site or in grease traps if provided. Grease left behind by vendors cause booth fees to increase.**
10. Vendors should be careful to protect all grass/landscaped areas.
11. If electricity is available, vendor must provide their own heavy duty extension cords.
12. Returned checks are subject to a \$35 NSF fee.
13. Food vendors are responsible for collecting/paying Texas State Sales Tax as applicable to their product.
14. Parking/loading space will be provided within the event area. **NO PARKING OR LOADING** will be permitted on city streets surrounding the event unless street is closed.
15. Submission of application does not guarantee acceptance due to limited space.
16. **THERE WILL BE NO RAIN DATES.** If event is cancelled due to weather, no refunds will be given.
17. In the case of vendor cancellation, vendor must personally notify a Gonzales Main Street staff member prior to the beginning of the event. Vendor credit allocation will be assessed on an individual basis and can be used for the **NEXT EVENT ONLY**. No permit fees will be refunded.
18. Gonzales Main Street retains the right to prevent future participation of any food vendor for conduct deemed, in the GMS's sole discretion, unacceptable and/or detrimental to the mission and reputation of Gonzales Main Street and the event.

The food vendor releases Gonzales Main Street and the City of Gonzales from any liability due to breakage, theft, injury, or bodily harm while at the any Gonzales Main Street sponsored event. The vendor also agrees to the rules and regulations of Gonzales Main Street. If any of these rules and regulations are violated, the vendor and all equipment will be escorted from the property immediately, not permitted to sell or setup, and **NO** refunds will be given.

I have read and understood all the above rules and regulations set forth by Gonzales Main Street, and agree to comply. If I do not comply I understand that I will be escorted from the event, not permitted to sell or setup and no refund will be given.

Food Vendor Signature

Date

Gonzales Main Street Representative

Date

Office Use Only

Booth Fee Paid _____

Cash/Check # _____

Date Received _____



Gonzales Main Street Events Corporate Exhibitor Application Form (does not apply to corporate sponsorships)

**CIRCLE ONE: Concert Series (Fridays in June) Star Spangled Spectacular (July 4)
Winterfest (First Friday in December)**

Name of Corporation: _____

Please describe the product(s) to be exhibited or sold: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

Day Phone: _____ Cell Phone: _____

Email address: _____

Send with the application a sample or photos of any informational items that will be handed out or any give-a-ways.

Event & Dates (select one)

Concert Series	Every Friday In June	\$
Star Spangled Spectacular	July 4th	\$
Winterfest	First Fri & Sat of December	\$

**Additional fees for corporate space are determined on size and the level of participation. Basic electrical is included (one shared quad will be provided). Fee is for the 10X10 space only; you must provide your own booth.*

****PAYMENTS**** – Due 21 business days before the event.

Make checks or money orders payable to: Gonzales Main Street

Contact: Barbara Friedrich, C/O Gonzales Main Street, , Gonzales, Texas 78629 Phone: (830) 672-2815 OR Fax to: Barbara Friedrich, Fax: (830) 672 -

Office Use Only

Booth Fee Paid _____

Cash/Check # _____

Date Received _____



Gonzales Main Street Events

Corporate Exhibitor Application Form Rules and Regulations

1. Gonzales Main Street has the right to disallow participants not presented by the submitted application.
2. GMS will designate the area for every participant.
3. Participants may only give away items that are preapproved.
- 4. If food sampling is done it must be no larger than a 2 ounce sample.**
5. Submission of application does not guarantee acceptance due to limited areas.
6. If an event is cancelled due to weather, no refunds will be given.
7. Gonzales Main Street retains the right to terminate any activities or booth programs for conduct deemed, in Gonzales Main Street's sole discretion, unacceptable and/or detrimental to the mission and reputation of the Gonzales Main Street and the event.

The food vendor releases Gonzales Main Street and the City of Gonzales from any liability due to breakage, theft, injury, or bodily harm while at the any Gonzales Main Street sponsored event. The vendor also agrees to the rules and regulations of Gonzales Main Street. If any of these rules and regulations are violated, the vendor and all equipment will be escorted from the property immediately, not permitted to sell or setup, and NO refunds will be given.

I have read and understood all the above rules and regulations set forth by the SAPF, and agree to comply. If I do not comply I understand that I will be escorted from the event, not permitted to sell or setup and no refund will be given.

Vendor Signature

Date

GMS Representative

Date

Office Use Only		
Booth Fee Paid _____	Cash/Check # _____	Date Received _____



Gonzales Main Street Events Entertainment Application Form

**CIRCLE ONE: Concert Series (Fridays in June) Star Spangled Spectacular (July 4)
Winterfest (First Friday in December)**

Name of Act: _____

Number of Performers: _____

Type of Act (check one): Musician/Band _____ Variety/Other _____

Please categorize and describe your performance: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

Day Phone: _____ Cell Phone: _____

E-mail address: _____

Send with the application a sample recording (CD or link) and group photograph.

Event & Dates (select one)

Gonzales Main Street Concert Series	Every Friday In June
Star Spangled Spectacular	July 4th
Winterfest	First Friday of December

Office Use Only

Booth Fee Paid _____

Cash/Check # _____

Date Received _____

2013 Concert Series Sponsors

NAME	ADDRESS	CITY	AMOUNT	CHECK #
McLeroy Land Group	P. O. Box 1896	Gonzales, Texas 78629	\$50.00	Cash
Caraway Ford Gonzales	P.O. Box 1960	Gonzales, Texas 78629	\$1,000.00	28882
Southern Clay Products	1212 Church Street	Gonzales, Texas 78629	\$5,000.00	95258

Total	<u>\$6,050.00</u>
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PLEDGED SPONSORS

4L RV	\$100.00
Scott Dierlam Insurance Co.	\$2,500.00
D & G Auto	\$1,000.00
Holiday Finance	\$500.00
Amir - Texaco	\$200.00
David Matias - No Limit Accessories	\$50.00
Kristin Matias- Yours & Mine	\$50.00
Billy Bob Low - L & M Onsite Catering	\$100.00
West Motors - 2 Trash Cans	\$100.00
Johnson Oil Company	\$2,500.00
Plexus	\$1,500.00
DuBose Insurance Agency	\$1,000.00
Total	\$9,600.00

IN KIND SPONSORS

KCTI AM1450

GONZALES CANNON

Holiday Inn Express & Sleep Inn Suites