Agenda Section	Informational Items
Section Number	IV.H
Subject	Texoma Housing Board Agenda
To	Mayor and Council Members
From	Ben White, City Manager
Date	June 13, 2017
Attachment(s)	Texoma Housing Board Agenda Packet
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to another agenda. _____ • No motion, no action

TEXOMA HOUSING PARTNERS

BELLS - BONHAM - CELESTE - ECTOR - FARMERSVILLE - GUNTER - HONEY GROVE - HOWE - LADONIA - LEONARD
POTTSBORO - PRINCETON - SAVOY - TIOGA - TOM BEAN - TRENTON - VAN ALSTYNE - WHITEWRIGHT - WINDOM

May 30, 2017

MEMORANDUM

TO: All Members of the Texoma Housing Partners' Board of Commissioners & Mayors

FROM: Susan Ensley, Program Manager

SUBJECT: Board Meeting

A meeting of the Texoma Housing Partners' Board of Commissioners has been scheduled for 5:30 PM on Monday, June 5, 2017, at the Bonham Housing Authority offices located at 810 W. 16th in Bonham. An Agenda Packet for that meeting is enclosed for your review. The meeting and dinner will start promptly at 5:30 PM.

I look forward to seeing you on June 5th. Please contact me if you have any questions or if you will be unable to attend the meeting.

Se

Enclosure

TEXOMA HOUSING PARTNERS

THP Board of Commissioners
Meeting Agenda
Bonham Administrative Office
810 W. 16th, Bonham, Texas
Monday –, June 5, 2017 – 5:30 p.m.

A. **Call to Order & Declaration of a Quorum**

B. **Invocation and Pledges**

C. **Approval of Minutes:** Approve Meeting Minutes for April 2017

D. **TCOG Executive Director's Comments**

E. **Public Housing Director's Report**

   a. Welcome New Board Member
   b. Occupancy Report

F. **Consent**
All items on Consent Agenda are considered to be routine by the Texoma Housing Partners' Board and will be enacted with one motion. There will not be separate discussion of these items unless a member of the Governing Body or a citizen so requests, in which event these items will be removed from the general order of business and considered in normal sequence.

   a. **March and April 2017 Liabilities (AF):** Authorize the Secretary/Treasurer to make payments in the amounts as listed.
   Lori Cannon, CPA Consultant **page #3**

G. **Action**

   a. **Consider and possibly take action on the administrative contract with TCOG**
   Allison Reider, Client Services Director page #20

   b. **Authorize the Audit Engagement for the FYE 3/31/18**
   Allison Reider, Client Services Director **page #23**

   c. **Elect Vice Chairman:** Accept nominations for Vice Chairman
   Marty Burke, Chairman

   d. **FYE 2018 Budget Status Update:** Accept recommendation, if any, regarding FYE 2018 budget
   Lori Cannon, CPA Consultant **page #36**

H. **Citizens to be Heard**

I. **Adjourn**

APPROVAL

Alli Reider

Allison Reider
Client Services Director

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Susan Ensley at 903-583-3336 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted at the Bonham Housing Authority offices in a place readily accessible to the general public and made available to the City Halls in the Texoma Housing Partners' cities on May 30, 2017.

MINUTES OF THE MEETING OF THE
TEXOMA HOUSING PARTNERS
BOARD OF COMMISSIONERS
April 17, 2017

Members Present: Loretta Oliver (Windom); Marty Burke (Celeste); Betty Childress (Van Alstyne); Frank Budra (Pottsboro); Virgil Cornwell (Savoy); Cliff Gibbs (Gunter); Tracy Teel (Ector); Allen West (Whitewright); Joanna Duevel (Bells); Les Cooks (Farmersville); Sherry Howard (Tom Bean); Cecil Jones (Ladonia)

Staff Present: Dr. Susan Thomas, Dr. Randy McBroom, Allison Reider, Susan Ensley, Mike Hayes, Jan Knight, Susie Harper,

A. Chairperson Childress called the meeting to order and a quorum was declared of the Board of Commissioners at 5:30 P.M.
B. Invocation and Pledges
C. A motion was made by Frank Budra to approve the minutes of the meeting of March 2017. The motion was seconded by Marty Burke. Motion carried.
D. Executive Directors Report: Dr. Thomas informed the Board that the TCOG lawsuit had reached a settlement and her employment contract would be considered for renewal at the April 2017 TCOG Board meeting. Several THP Board Members expressed concern that her contract would not be renewed and asked if they could submit letters of support. Dr. Thomas told them that THP representative Cecil Jones is a member of the TCOG Governing Board and he could convey their comments to that board.
E. Public Housing Director's Report: Susan Ensley provided the occupancy report to the Board and reported a 98 % occupancy rate across the 18 properties. Allison Reider informed the board that the USDA had approached staff concerning a subsidized property in Farmersville and their desire for THP to purchase and renovate that property. After much deliberation and evaluation of the property, the decision was made that the cost to renovate the property ($240,000 or higher) would not be a good investment of THP funds.
F. A motion was made by Frank Budra to approve the Consent items. This motion was seconded by Frank Allen West. Motion carried.
G. Action
    1. Elect New Officers: Frank Budra nominated Marty Burke for Chairman of the THP Board. Nominations were closed. A motion was made by Allen West to approve Marty Burke to serve as Chairman. This motion was seconded by Joann Duncan. Motion carried. Frank Budra nominated Lori Clayton for Vice Chairman of the THP Board. Nominations were closed. A motion was made by Virgil Cornwell to approve Lori Clayton to serve as Vice Chairman. This motion was seconded by Allen West. Motion carried. Betty Childress nominated Virgil Cornwell for Secretary of the THP Board. Nominations were closed. A

motion was made by Frank Budra to approve Virgil Cornwell to serve as Secretary. The motion was seconded by Loretta Oliver. Motion carried.

2. Receive and Accept the Leonard Housing Authority's request to join the Texoma Housing Partners and Authorize Two New Staff positions, one Maintenance Mechanic and one Housing Specialist: A motion was made by Sherry Howard to accept Leonard Housing Authority's request to join the Texoma Housing Partners and authorize two new staff positions, one maintenance and one housing specialist. This motion was seconded by Cecil Jones. Motion carried.
3. Budget status update: Allison Reider discussed the financials as of February 2017. No recommendation at this time.

I. Allen West made a motion to adjourn the meeting. Motion was seconded by Cecil Jones. Adjourned by Chairman Burke at 6:20 P.M.

Texoma Housing Partners
Check/Voucher Register
From 3/1/2017 Through 3/31/2017

1110 - Cash - THP General Unrestricted

Check	Effective Date	Vendor	Transaction Description	Amount
44253	3/1/2017	ATMOS ENERGY COMPANY	4020198034	35.65
44254	3/1/2017	ATMOS ENERGY COMPANY	4020120787	36.07
44255	3/1/2017	ATMOS ENERGY COMPANY	4020008999	42.67
44256	3/1/2017	ATMOS ENERGY COMPANY	4020198034	44.39
44257	3/1/2017	HARPER, SUSIE	TRAVEL EXPENSE	106.92
44258	3/1/2017	QUILL CORPORATION	INV 4207008	37.08
44293	3/8/2017	ALEXANDER CONNORS	NEGATIVE RENTS	50.00
44265	3/8/2017	AMERIPOWER	1303290017	5,492.69
44272	3/8/2017	ARANDAY, JOVITA G.	FEB CLEANING	825.00
44301	3/8/2017	ASHLEY RHODES	NEGATIVE RENTS	27.00
44263	3/8/2017	ATMOS ENERGY COMPANY	3021468572	43.76
44264	3/8/2017	ATMOS ENERGY COMPANY	4019910971	11.71
44276	3/8/2017	BRIAN KIETH ERWIN	DEER RUN, TRENTON & TB #7	815.00
44278	3/8/2017	BRIAN KIETH ERWIN	VA #17	425.00
44271	3/8/2017	CABLE ONE	102632783	159.88
44274	3/8/2017	CHASE CARDMEMBER	34246315220146987	296.66
44267	3/8/2017	CITY OF BELLS	BELLS WATER BILLS	68.65
44262	3/8/2017	CITY OF CELESTE	CELESTE WATER BILLS	1,548.00
44268	3/8/2017	CITY OF FARMERSVILLE	04-1250-00	32.26
44260	3/8/2017	CITY OF HONEY GROVE	HONEY GROVE WATER BILLS	3,046.81
44281	3/8/2017	CITY OF HOWE	0217	1,876.88
44282	3/8/2017	CITY OF HOWE	3069	836.24
44270	3/8/2017	CITY OF LADONIA	LADONIA WATER BILLS	1,525.00
44280	3/8/2017	CITY OF TIOGA	26631	472.14
44266	3/8/2017	CITY OF TOM BEAN	TOM BEAN WATER BILLS	1,089.23
44261	3/8/2017	CITY OF WHITEWRIGHT	WHITEWRIGHT WATER BILLS	1,981.44
44269	3/8/2017	CITY OF WINDOM	WINDOM WATER BILL	329.52
44292	3/8/2017	CUBA, DOROTHY	NEGATIVE RENTS	21.00

Texoma Housing Partners
Check/Voucher Register
From 3/1/2017 Through 3/31/2017

44259	3/8/2017 ENSLEY, SUSAN	TRAVEL EXPENSE	235.32
44288	3/8/2017 ERICA HOLLOWELL	NEGATIVE RENTS	114.00
44290	3/8/2017 FONDA BROWN	NEGATIVE RENTS	21.00
44296	3/8/2017 GARCIA, DIANE	NEGATIVE RENTS	92.00
44297	3/8/2017 GUFFEE, LORETTA	NEGATIVE RENTS	30.00
44298	3/8/2017 GYPSI HALL	NEGATIVE RENTS	21.00
44295	3/8/2017 HALL, KELLI	NEGATIVE RENTS	106.00
44279	3/8/2017 HOME DEPOT USA INC. DBA	FEB 2017	1,414.63

Texoma Housing Partners
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1110 - Cash - THP General Unrestricted

Check	Effective Date	Vendor	Transaction Description	Amount
44302	3/8/2017	JAMISON GODKIN	NEGATIVE RENTS	27.00
44289	3/8/2017	JESSICA BRIGHAM	NEGATIVE RENTS	30.00
44283	3/8/2017	JESSIE MURPHY	NEGATIVE RENTS	103.00
44300	3/8/2017	LETICIA MORALES	NEGATIVE RENTS	24.00
44273	3/8/2017	LONG, LINDA	FEB ADULT LITERACY CLASS	320.00
44275	3/8/2017	MICHAUD, MELODY	TRAVEL EXPENSE	44.41
44287	3/8/2017	MOLLY CLEMENT	NEGATIVE RENTS	210.00
44299	3/8/2017	NEFF, NATALIE	NEGATIVE RENTS	27.00
44286	3/8/2017	PAULINE THOMPSON	NEGATIVE RENTS	55.00
44284	3/8/2017	SADE POWELL	NEGATIVE RENTS	103.00
44294	3/8/2017	SHERRY WOOD	NEGATIVE RENTS	55.00
44285	3/8/2017	VAIL, BRANDY	NEGATIVE RENTS	140.00
44277	3/8/2017	WALKER & SON	TRENTON, DEER RUN FLOORING	3,199.00
44291	3/8/2017	WILLIAMS, DUDLEY	NEGATIVE RENTS	21.00
44303	3/9/2017	TEXOMA COUNCIL OF GOVERNMENTS	ADMIN CHARGES 2/1-2/28/17	86,758.48
44334	3/14/2017	CITY OF GUNTER	#000137	553.91
44304	3/15/2017	AMERIPOWER	B1703030146	93.08
44317	3/15/2017	AMSCO SUPPLY	INV 31446949	2,378.14
44331	3/15/2017	ATMOS ENERGY COMPANY	4020008999	44.71
44332	3/15/2017	ATMOS ENERGY COMPANY	4020048151	31.18
44333	3/15/2017	ATMOS ENERGY COMPANY	4020048151	123.27
44308	3/15/2017	ATMOS ENERGY COMPANY	4019910871	36.52
44309	3/15/2017	ATMOS ENERGY COMPANY	4020673056	53.06
44310	3/15/2017	ATMOS ENERGY COMPANY	4020042808	25.28
44325	3/15/2017	BAKER DISTRIBUTING LLC	S672657,S745051,S776480	364.70
44326	3/15/2017	BONHAM BUILDING SUPPLY	269064,269100	55.40
44320	3/15/2017	BRAY, JOSH / SANITATION	72x01281	360.84
44322	3/15/2017	BRIAN KIETH ERWIN	BELLS #17	390.00
44305	3/15/2017	ESTATE OF MARILYN MONK	REFUND OF SECURITY/PET DEPOSITS	100.00

Texoma Housing Partners
Check/Voucher Register
From 3/1/2017 Through 3/31/2017

44328	3/15/2017	FIX AND FEED	FEBRUARY 2017	1,967.38
44324	3/15/2017	HALL, GARY W HALL	INV 264096	45.38
44314	3/15/2017	HANSEN PEST CONTROL	07015168	2,162.50
44316	3/15/2017	HD SUPPLY FACILITIES	INV 915245583	1,362.67
44306	3/15/2017	KIRK, DORIS	TRAVEL EXPENSE	133.75
44318	3/15/2017	LANDLORDLOCKS.COM, INC.	INV 114139	368.60
44323	3/15/2017	LOWE'S COMPANIES INC.	9900 129419 0	5,318.03
44321	3/15/2017	NATIONAL WHOLESALE	S2118206.001	2,878.33
44330	3/15/2017	Pitney Bowes (Equipment acct)	3302941884	168.00

Texoma Housing Partners
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1110 - Cash - THP General Unrestricted

Check	Effective Date	Vendor	Transaction Description	Amount
44319	3/15/2017	SMITH FEED-SEED AND	55400,55366,54484	143.94
44329	3/15/2017	THE FANNIN COUNTY	INV 10864	54.00
44315	3/15/2017	UNDERWOOD INC.	INV 2743	1,876.00
44311	3/15/2017	VERIZON BUSINESS	6000014711X26	3.69
44312	3/15/2017	VERIZON BUSINESS	60000147142X26	55.55
44313	3/15/2017	VERIZON BUSINESS	6000082039X26	792.73
44307	3/15/2017	WASTE MANAGEMENT	2559670-1000-0	249.00
44327	3/15/2017	XRH,INC. DBA CROSSROADS	T80947,T80048	30.55
44351	3/22/2017	AMSCO SUPPLY	INV 3145022	428.25
44355	3/22/2017	AMSCO SUPPLY	INV 3146021	1,882.57
44347	3/22/2017	APPLIANCE PARTS DEPOT	1154110-01;1154111-	120.43
44335	3/22/2017	ATMOS ENERGY COMPANY	402067306	21.23
44336	3/22/2017	ATMOS ENERGY COMPANY	3039821512	47.25
44357	3/22/2017	ATMOS ENERGY COMPANY	4020594141	32.33
44345	3/22/2017	BLAIN SERVICE COMPANY	INV C-1032	600.00
44354	3/22/2017	BONHAM CHRYSLER PLYMOUTH DODGE JEEP EAGLE INC	2 - 2017 RAM PROMASTER VANS	41,805.96
44346	3/22/2017	BONHAM QUICK LUBE (B-	INV 36351 & 36296	158.00
44339	3/22/2017	CHOCTAW PRINT SERVICES	INV 64908	171.74
44353	3/22/2017	EXXON MOBIL	7187 8592 0494 7559	2,854.99
44348	3/22/2017	FARMERSVILLE GRAIN & HARDWARE	INV 99762,99774,99941,99981	96.60
44344	3/22/2017	JOHN COSGROVE	INV 620901	380.00
44337	3/22/2017	KOOL LUNCHES PROGRAM	KOOL LUNCHES PROGRAM	500.00
44352	3/22/2017	O'REILLY AUTO PARTS	INV 361462620, 361464837	79.72
44338	3/22/2017	QUILL CORPORATION	INV 4960098	195.82
44350	3/22/2017	SUPPLYWORKS	INV 393607775, 393459466	493.43
44343	3/22/2017	SYNOVIA SOLUTIONS	INV 100888	160.00
44342	3/22/2017	TENANT TRACKER INC.	INV 459608	10.00
44340	3/22/2017	TEXOMA COUNCIL OF	GIS SERVICES	1,200.00
44356	3/22/2017	TEXOMA COUNCIL OF	MGMT FEE FYE 2017	32,360.00

Texoma Housing Partners
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44349	3/22/2017	TRI COUNTY GLASS INC.	INV 40054, 40060, 40061	457.00
44341	3/22/2017	WALMART COMMUNITY	ACCT 6032 2020 0531 6725	287.66
44369	3/29/2017	APPLIANCE PARTS DEPOT	INV 1160612-01 & 1159814-01	198.99
44374	3/29/2017	ATMOS ENERGY COMPANY	3027053919	136.22
44375	3/29/2017	ATMOS ENERGY COMPANY	3024803819	20.34
44377	3/29/2017	ATMOS ENERGY COMPANY	3021468572	43.76
44378	3/29/2017	ATMOS ENERGY COMPANY	4020594141	23.66

Texoma Housing Partners
Check/Voucher Register
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1110 - Cash - THP General Unrestricted

Check	Effective Date	Vendor	Transaction Description	Amount
44368	3/29/2017	BIG BUCK MOWERS &	INV 478	101.48
44373	3/29/2017	CCI CONTRACT CALLERS,	4019735296	95.86
44359	3/29/2017	DAMILLYA M. JACKSON	RESIDENTS STIPENDS	150.00
44367	3/29/2017	HANSEN PEST CONTROL	INV 07015237	670.00
44371	3/29/2017	JONES, BILLY	STIPEND	150.00
44376	3/29/2017	LONE STAR CLEANING &	INV 9958R	2,473.00
44363	3/29/2017	MATTHEW JENKINS	HONEY GROVE #17	465.00
44366	3/29/2017	NORTH TEXAS PAINT AND	INV 35230	390.00
44358	3/29/2017	PAINTER, JONATHAN	HG/LADONIA SECURITY	600.00
44372	3/29/2017	PRICE, BRENDA	STIPEND	150.00
44364	3/29/2017	PURCHASE POWER	8000-9000-0311-0164	420.99
44365	3/29/2017	QUILL CORPORATION	INV 35295147, 514377	245.98
44361	3/29/2017	RIFE, MYKAYLA	RESIDENT STIPENDS	200.00
44370	3/29/2017	THOMISON, MARTHA	STIPEND	125.00
44362	3/29/2017	TOWNSEND, TERRI	RESIDENT STIPENDS	150.00
44360	3/29/2017	WILLIAMS, DUDLEY	RESIDENT STIPENDS	150.00
44074	3/31/2017	ASHLEY RHODES	NEGATIVE RENTS	(27.00)
42825	3/31/2017	CHRISTINA ROWE	REFUND OF SECURITY DEPOSIT	(24.00)
43905	3/31/2017	CHRISTOPHER, JOHNATHAN	NEGATIVE RENTS	(42.00)
43066	3/31/2017	CLARK CROWEL	REFUND OF SECURITY DEPOSIT	(50.00)
43771	3/31/2017	ELIZABETH O'BIER	NEGATIVE RENTS	(24.00)
44077	3/31/2017	ESTATE OF CLARA HARRIS	REFUND SECURITY DEPOSIT	(25.00)
43500	3/31/2017	ESTATE OF ROBERT CLARK	REFUND SECURITY/PET DEPOSIT	(100.00)
44183	3/31/2017	GARCIA, DIANE	NEGATIVE RENTS	(92.00)
43251	3/31/2017	KELSI WILKERSON	NEGATIVE RENT	(27.00)
42618	3/31/2017	PHYLLIS JARAMILLO	PET DEPOSIT REFUND	(50.00)
42783	3/31/2017	TRACY JERRELL	NEGATIVE RENTS	(87.00)
42928	3/31/2017	TRACY JERRELL	NEGATIVE RENTS	(43.00)

Texoma Housing Partners
Check/Voucher Register
From 3/1/2017 Through 3/31/2017

43079	3/31/2017 TRACY JERRELL	NEGATIVE RENT	(43.00)
43537	3/31/2017 VAIL, BRANDY	NEGATIVE RENT	(5.00)
		Total 1110 - Cash - THP General Unrestricted	227,311.94
Report Total			227,311.94

Texoma Housing Partners
Check/Voucher Register
From 4/1/2017 Through 4/30/2017

1110 - Cash - THP General Unrestricted

Check	Effective Date	Vendor	Transaction Description	Amount
44414	4/5/2017	APPLIANCE PARTS DEPOT	INV 1163436-01	157.86
44426	4/5/2017	ARANDAY, JOVITA G.	MARCH CLEANING	825.00
44432	4/5/2017	ASHLEY RHODES	NEGATIVE RENTS	27.00
44421	4/5/2017	ATMOS ENERGY COMPANY	4020650928	48.42
44408	4/5/2017	BIG BUCK MOWERS & EQUIPMENT	INV 501	17.99
44407	4/5/2017	BONHAM CHRYSLER PLYMOUTH DODGE JEEP EAGLE INC.	INV 4062671	179.95
44387	4/5/2017	BUDRA, FRANK	THP BOARD MILEAGE REIMB.	0.00
44435	4/5/2017	BUDRA, FRANK	THP BOARD MILEAGE REIMB.	41.73
44388	4/5/2017	BURKE, MARTY	THP BOARD MILEAGE REIMB.	24.61
44403	4/5/2017	CHASE CARDMEMBER SERVICE	4246 3152 2014 6987	2,319.04
44411	4/5/2017	CHEM-SERV. INC.	INV 110491	492.85
44389	4/5/2017	CHILDRESS, BETTY	THP BOARD MILEAGE REIMB.	32.10
44380	4/5/2017	CHOCTAW PRINT SERVICES	INV 64908	280.63
44402	4/5/2017	CHOCTAW PRINT SERVICES	INV 64908	3.97
44423	4/5/2017	CHRISTINA PHELPS	TRAVEL EXPENSE	109.62
44384	4/5/2017	CITY OF BELLS	BELLS WATER BILL	62.32
44385	4/5/2017	CITY OF CELESTE	CELESTE WATER BILLS	1,528.50
44422	4/5/2017	CITY OF GUNTER	#000137	460.53
44383	4/5/2017	CITY OF HONEY GROVE	HONEY GROVE WATER BILL	3,242.44
44427	4/5/2017	CITY OF HOWE	#0217	1,596.72
44429	4/5/2017	CITY OF HOWE	#3069	824.82
44428	4/5/2017	CITY OF TIOGA	#26631	458.11
44382	4/5/2017	CITY OF TOM BEAN	TOM BEAN WATER BILL	668.44
44400	4/5/2017	CITY OF WHITEWRIGHT	WHITEWRIGHT WATER BILLS	2,123.72

Texoma Housing Partners
Check/Voucher Register
From 4/1/2017 Through 4/30/2017

44386	4/5/2017 CITY OF WINDOM	WINDOM WATER BILLS	409.32
44391	4/5/2017 CORNWELL, VIRGIL	THP BOARD MILEAGE REIMB.	12.84
44392	4/5/2017 DUEVEL, JOANNA	THP BOARD MILEAGE REIMB.	19.26
44434	4/5/2017 EMELYN RIVERIA	NEGATIVE RENTS	35.00
44424	4/5/2017 ENSLEY, SUSAN	TRAVEL EXPENSE	294.70
44412	4/5/2017 FOUR STAR HEATING & A/C	INV S-21542	52.88
44410	4/5/2017 GENERAL ELECTRIC COMPANY	INV 82-912936	2,350.00

Texoma Housing Partners
Check/Voucher Register
From 4/1/2017 Through 4/30/2017

1110 - Cash - THP General Unrestricted

Check	Effective Date	Vendor	Transaction Description	Amount
44393	4/5/2017	GIBBS, CLIFF	THP BOARD MILEAGE REIMB.	51.36
44394	4/5/2017	GLASS, PAMELA	THP BOARD MILEAGE REIMB.	50.29
44419	4/5/2017	HD SUPPLY FACILITIES MAINTENANCE LTD.	9153156361 & 9153177481	561.95
44416	4/5/2017	HOME DEPOT USA INC. DBA THE HOME DEPOT	6035 3225 0451 8980	3,335.49
44433	4/5/2017	JAMISON GODKIN	NEGATIVE RENTS	27.00
44415	4/5/2017	JOHNSON-BURKS SUPPLY	INV 1348058	15.06
44401	4/5/2017	KIRK, DORIS	TRAVEL EXPENSE	85.07
44395	4/5/2017	LEE, GLENN	THP BOARD MILEAGE REIMB.	18.19
44390	4/5/2017	LES COOKS	THP BOARD MILEAGE REIMB.	40.66
44431	4/5/2017	LETICIA MORALES	NEGATIVE RENTS	24.00
44417	4/5/2017	LOWE'S COMPANIES INC.	9900 129419 0	2,885.21
44413	4/5/2017	MARKS PLUMBING PARTS	INV 1601497 & 1601488	679.10
44418	4/5/2017	NATIONAL WHOLESALE SUPPLY	S2139553.001 & S2139880.001	124.86
44430	4/5/2017	NEFF, NATALIE	NEGATIVE RENTS	27.00
44396	4/5/2017	OLIVER, LORETTA	THP BOARD MILEAGE REIMB.	18.19
44425	4/5/2017	ORIENTAL TRADING CO. INC	682932393-01	56.90
44397	4/5/2017	ROBINSON, CHARLENE	THP BOARD MILEAGE REIMB.	128.40
44379	4/5/2017	SECURITY SIGNAL DEVICES INC. DBA SSD SYSTEMS	INV 1244786-A	75.99
44404	4/5/2017	STAR COMMUNITY NEWSPAPERS	1052702	385.00
44409	4/5/2017	SUPPLYWORKS	INV 395504475	572.25
44406	4/5/2017	SYNOVIA SOLUTIONS	INV 101631	160.00
44405	4/5/2017	TEXOMA COUNCIL OF GOVERNMENTS	TCOG CLIENT SERVICES LUNCHEON	0.00
44420	4/5/2017	THE ROOF DOCTOR / THOMAS HUNT	GUNTER ROOF REPAIR	425.00

Texoma Housing Partners
Check/Voucher Register
From 4/1/2017 Through 4/30/2017

44398	4/5/2017	TRACY TEEL	THP BOARD MILEAGE REIMB.	5.89
44381	4/5/2017	UNDERWOOD INC.	INV 2783	9,350.00
44399	4/5/2017	WEST, ALLEN	THP BOARD MILEAGE REIMB.	21.40
44467	4/12/2017	ALEXANDER CONNORS	NEGATIVE RENT	25.00
44453	4/12/2017	AMERIPOWER	ACCT 1303290017	5,606.84
44442	4/12/2017	APPLIANCE PARTS DEPOT	1164685-01, 1167278-01	521.35
44446	4/12/2017	BIG BUCK MOWERS & EQUIPMENT	INV 559	499.99

Texoma Housing Partners
Check/Voucher Register
From 4/1/2017 Through 4/30/2017

1110 - Cash - THP General Unrestricted

Check	Effective Date	Vendor	Transaction Description	Amount
44471	4/12/2017	BRANDI ROJAS	NEGATIVE RENT	30.00
44439	4/12/2017	CHEM-SERV. INC.	INV 110567	479.40
44451	4/12/2017	CITY OF FARMERSVILLE	ACCT 04-1250-00	36.66
44449	4/12/2017	CITY OF LADONIA	LADONIA WATER BILLS	1,344.00
44473	4/12/2017	CUBA, DOROTHY	NEGATIVE RENT	21.00
44462	4/12/2017	ELIZABETH O'BIER	NEGATIVE RENT	24.00
44438	4/12/2017	FIX AND FEED	MARCH 2017	2,400.83
44472	4/12/2017	FLETCHER TISHA	NEGATIVE RENT	42.00
44463	4/12/2017	FONDA BROWN	NEGATIVE RENT	21.00
44470	4/12/2017	GYPSI HALL	NEGATIVE RENT	21.00
44469	4/12/2017	HALL, KELLI	NEGATIVE RENT	106.00
44447	4/12/2017	HANSEN PEST CONTROL	INV 07015374	2,162.50
44457	4/12/2017	JESSIE MURPHY	NEGATIVE RENT	103.00
44441	4/12/2017	MICHAUD, MELODY	TRAVEL EXPENSE	100.58
44461	4/12/2017	MOLLY CLEMENT	NEGATIVE RENT	126.00
44445	4/12/2017	O'REILLY AUTO PARTS	MARCH 2017	64.97
44460	4/12/2017	PAULINE THOMPSON	NEGATIVE RENT	55.00
44452	4/12/2017	QUILL CORPORATION	INV 5085395	1,174.95
44466	4/12/2017	RENESIA McGEE	NEGATIVE RENT	30.00
44458	4/12/2017	SADE POWELL	NEGATIVE RENT	103.00
44468	4/12/2017	SHERRY WOOD	NEGATIVE RENT	55.00
44437	4/12/2017	SMITH FEED-SEED AND HARDWARE	MARCH 2017	663.55
44443	4/12/2017	SUPPLYWORKS	INV 395776701	196.00
44464	4/12/2017	TAKYMBERLY CUBA	NEGATIVE RENT	30.00
44440	4/12/2017	TAYLOR, LOU ANN	TRAVEL EXPENSE	172.27
44455	4/12/2017	TEXAS DEPARTMENT OF STATE HEALTH SERVICES	#07326	106.00
44454	4/12/2017	TEXOMA COUNCIL OF GOVERNMENTS	GIS BLUE PRINTS	600.00
44436	4/12/2017	TEXOMA COUNCIL OF GOVERNMENTS	ADMIN CHGS 3/1-3/31/17	0.00
44456	4/12/2017	THE DALLAS MORNING NEWS	ACCT 100125057	3,699.36
44448	4/12/2017	TRI COUNTY GLASS INC.	MARCH 2017	603.00
44459	4/12/2017	VAIL, BRANDY	NEGATIVE RENT	130.00

Texoma Housing Partners
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From 4/1/2017 Through 4/30/2017

44450	4/12/2017	WASTE MANAGEMENT SHERMAN HAULING	TOM BEAN TRASH SERVICE	249.00
44465	4/12/2017	WILLIAMS, DUDLEY	NEGATIVE RENT	21.00
44444	4/12/2017	XRH,INC. DBA CROSSROADS	MARCH 2017	192.84
44474	4/13/2017	TEXOMA COUNCIL OF GOVERNMENTS	ADMIN CHGS 3/1-3/31/17	141,264.90
44491	4/19/2017	AMSCO SUPPLY	INV 3148996	129.95
44481	4/19/2017	APPLIANCE PARTS DEPOT	1167626-01, 1167357-01, 1167346-01	224.51

Texoma Housing Partners
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1110 - Cash - THP General Unrestricted

Check	Effective Date	Vendor	Transaction Description	Amount
44494	4/19/2017	BAKER DISTRIBUTING LLC	S905253,S889903,S788348	1,812.74
44478	4/19/2017	BONHAM BUILDING SUPPLY	INV 269301	20.79
44482	4/19/2017	BONHAM QUICK LUBE (B-QUICK INC.)	INV 37196, 37992	172.50
44476	4/19/2017	BRAY, JOSH / SANITATION SOLUTIONS	inv 73x01445	874.24
44495	4/19/2017	CONNIE LANDEROS	REFUND SECURITY DEPOSIT	50.00
44489	4/19/2017	CUSTOM GLASS MIRROR	INV 164651	95.00
44480	4/19/2017	FARMERSVILLE GRAIN & HARDWARE	MARCH 2017	56.48
44477	4/19/2017	HALL, GARY W HALL SUPPLY CO	MARCH 2017	383.10
44496	4/19/2017	HANSEN PEST CONTROL	INV 07015413	670.00
44498	4/19/2017	HD SUPPLY FACILITIES MAINTENANCE	INV 9153406515	559.10
44483	4/19/2017	HOLIDAY FORD	INV 072-316	26,265.00
44488	4/19/2017	LENA LEYSER	REFUND SECURITY DEPOSIT	75.00
44487	4/19/2017	LONG, LINDA	MARCH ADULT LITERACY	320.00
44492	4/19/2017	NATIONAL WHOLESALE SUPPLY	S2143989.001 & S214682.001	126.64
44475	4/19/2017	PHYLLIS JARAMILLO	PET DEPOSIT REFUND	0.00
44493	4/19/2017	SIX AND MANGO EQUIPMENT	INV 4C104326	42,596.00
44490	4/19/2017	UNDERWOOD INC.	INV 2801	2,700.00
44497	4/19/2017	UNDERWOOD INC.	INV 2809	440.29
44484	4/19/2017	VERIZON BUSINESS	ACCT 6000014712X26	56.07
44485	4/19/2017	VERIZON BUSINESS	ACCT 6000082039X26	795.33
44486	4/19/2017	VERIZON BUSINESS	ACCT 6000014711X26	2.65
44479	4/19/2017	WHITEWRIGHT HARDWARE LLC	INV 40723	25.98
44523	4/26/2017	AFPR FOUNDATION REPAIR	810 2ND ST., BONHAM	5,050.00
44532	4/26/2017	AMERIPOWER	B1704120329	115.47
44534	4/26/2017	ATMOS ENERGY COMPANY	ACCT 302803819	21.22
44535	4/26/2017	ATMOS ENERGY COMPANY	ACCT 3039821512	44.17
44505	4/26/2017	BUDRA, FRANK	THP BOARD MEETING	41.73
44506	4/26/2017	BURKE, MARTY	THP BOARD MEETING	24.61
44507	4/26/2017	CHILDRESS, BETTY	THP BOARD MEETING	32.10
44509	4/26/2017	CORNWELL, VIRGIL	THP BOARD MEETING	12.84

Texoma Housing Partners
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44527	4/26/2017	CUSTOM GLASS MIRROR	INV 164662	13,200.00
44510	4/26/2017	DUEVEL, JOANNA	THP BOARD MEETING	17.17
44511	4/26/2017	DUNCAN, JOANNE	THP BOARD MEETING	17.12
44500	4/26/2017	ELIZABETH KELLY	REFUND SECURITY DEP/CREDIT	104.44
44521	4/26/2017	EXXON MOBIL	7187 8592 0494 7559	2,349.19
44512	4/26/2017	GIBBS, CLIFF	THP BOARD MEETING	50.61
44513	4/26/2017	HOWARD, SHERRY	THP BOARD MEETING	50.61
44531	4/26/2017	JONES, BILLY	STIPEND	150.00

Texoma Housing Partners
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1110 - Cash - THP General Unrestricted

Check	Effective Date	Vendor	Transaction Description	Amount
44508	4/26/2017	LES COOKS	THP BOARD MEETING	40.66
44528	4/26/2017	MARIA GUZMA	REFUND SECURITY DEPOSIT	75.00
44526	4/26/2017	NORTH TEXAS PAINT AND RENTAL	MARCH 2016	1,446.12
44514	4/26/2017	OLIVER, LORETTA	THP BOARD MEETING	13.38
44524	4/26/2017	OLNEY SALES INC.	INV 18162	645.50
44517	4/26/2017	PAINTER, JONATHAN	HG, LADONIA SECURITY	600.00
44499	4/26/2017	PEGGY LANDAY	ENTER AP	38.00
44504	4/26/2017	Pitney Bowes (Equipment acct)	INV 1003827267	32.25
44501	4/26/2017	Pitney Bowes (Equipment acct)	INV 1003786697	100.00
44530	4/26/2017	PRICE, BRENDA	STIPEND	150.00
44533	4/26/2017	PURCHASE POWER	ACCT 8000-9000-0311-0164	420.99
44518	4/26/2017	QUILL CORPORATION	INV 5375923, 5849077	2,519.91
44522	4/26/2017	S.R.I. SOLUTIONS	DR #6 HG 58	835.00
44502	4/26/2017	SECURITY SIGNAL DEVICES INC. DBA SSD SYSTEMS	INV 1252679-A	75.99
44525	4/26/2017	SUPPLYWORKS	INV 396993552	1,804.28
44520	4/26/2017	TAYLOR, SCOTT	DR #6, TRENTON	1,675.00
44503	4/26/2017	TENANT TRACKER INC.	INV 461582	10.00
44529	4/26/2017	THOMISON, MARTHA	STIPEND	125.00
44515	4/26/2017	TRACY TEEL	THP BOARD MEETING	5.35
44519	4/26/2017	WALMART COMMUNITY	ACCT 6032 2020 0531 6725	1,381.67
44516	4/26/2017	WEST, ALLEN	THP BOARD MEETING	21.40
			Total 1110 - Cash - THP General Unrestricted	312,654.77
Report Total				312,654.77

TCOG

TO:	THP Board of Commissioners
FROM:	Allison Reider, Client Services Department Director AR
DATE:	May 25, 2017
RE:	Administrative Contract with TCOG

RECOMMENDATION
Consider and possibly take action on the administrative contract with TCOG.

BACKGROUND
TCOG has administered public housing programs since 1993 when the organization administered individual contracts with seven housing authorities. That number grew to 13, and after the Quality Housing Work Responsibility Act (QHWRA) legislation was passed by Congress in 1998, the 13 housing authorities from Fannin, Grayson, Collin and Hunt Counties joined forces to create the nation's first public housing consortium in 2000. The administrative contract was reduced to one agreement between TCOG and THP, and since then 6 more cities have joined the consortium bringing the total to 19. Over the years the organizations have enjoyed a positive and productive partnership focused on the provision of safe, decent and affordable housing across Texoma.

With the growth experienced over the past year including staff and the addition of Leonard to the consortium, management believes it is prudent to conduct a cost-benefit analysis associated with the administrative contract and to evaluate the potential for THP to be a stand-alone organization.

DISCUSSION
A comparison budget is provided which includes the THP FYE 2018 board approved budget; the THP approved 2018 budget adding Leonard and remaining with TCOG; and a proposed THP 2018 budget adding Leonard as a stand-alone organization.

The FYE 2018 approved budget adding Leonard reflects all new income and expenses for Leonard. This budget scenario is with THP remaining under contract with TCOG and reflects a balanced budget.

The Proposed THP 2018 stand-alone budget adding Leonard reflects all new income and expenses plus one-time expenses of $176,800 minus TCOG indirect costs and management fee. This budget anticipates a savings of $134,298 for FYE 2018.

BUDGET
Budget impact will be determined by board decision.

		FYE 2018 Approved Budget	FYE 2018 Approved Budget - Adding Leonard- under TCOG	FYE 2018 Proposed Budget Adding Leonard - THP Stand Alone	
Revenues					
4110	Dwelling Rental	$1,100,000	$1,228,000	$1,228,000	
4115	Negative Rent	-$21,000	-$21,000	-$21,000	
4120	Security Deposits Forfeited	$200	$250	$250	
4130	Grants	$515,071	$561,000	$561,000	
4150	Subsidy	$1,275,000	$1,341,196	$1,341,196	
4910	Interest Revenue	$850	$1,150	$1,150	
4930	Other Revenue	$30,000			
4931	Insurance Revenue	$1	$1	$1	
4932	Misc Maintenance Revenue	$500	$500	$500	
Total Revenues		**$2,900,622**	**$3,111,097**	**$3,111,097**	
Expenses					
Administration Salaries					
5110	Direct Salaries - Headquarters	$67,760	$67,760	$410,004	Adding Housing Specialist
5120	Direct Salaries - Field	$251,520	$284,388		
5180	Indirect	$129,041	$141,233		
5430	Employee Benefits Admin	$165,323	$182,342	$211,571	
	Longevity	$3,700	$3,700	$3,700	
Total Administation Salaries		$617,344	$679,423	$625,275	
Administration Expenses					
5130	Travel	$20,000	$22,000	$22,000	
5150	Legal Fees	$1,500	$1,500	$1,500	
5151	Court Costs	$2,000	$2,000	$2,000	
5170	Audit Fees	$22,000	$22,000	$22,000	
	Fee Accountant			$25,000	New fee
5171	Management Assessment	$32,360	$32,360		
5190	Sundry	$20,000	$22,000	$46,800	15K web/logo dvmt, 12K Energy Audit
5191	Social Services Supplies	$10,000	$10,000	$10,000	
5192	GED Expenses	$4,000	$40,000	$4,000	
5193	Office Supplies/Postage	$16,000	$17,600	$17,600	
5194	Telephone/Cable Services	$13,000	$13,000	$13,000	
5198	THP Board Meeting/Travel	$4,000	$4,000	$5,000	
5199	Admin Facility Maintenance	$11,500	$11,500	$11,500	
5200	Cell Phone	$12,000	$16,200	$16,200	
5201	Software Service Agreeement	$2,400	$2,400	$2,400	
5202	IT Cost	$37,600	$41,360	$88,000	30K acctg software;server;20K transition cost
5334	Resident Stipend	$15,000	$17,400	$17,400	
5540	Interest Expense	$3,385	$3,385	$3,385	
5615	Security Costs	$5,000	$5,000	$5,000	
Total Administration Expenses		$231,745	$236,205	$312,785	
Utilities					
5210	Water	$152,000	$166,400	$166,400	
5220	Electricity	$95,000	$97,730	$97,730	
5230	Gas	$8,000	$8,650	$8,650	
5290	Utilities - Sewer-Guardlights	$115,000	$115,000	$115,000	
5291	Sanitation Service-Residential	$65,000	$74,300	$74,300	
5292	Utility Connection Fee	$3,000	$3,000	$3,000	
Total Utilities		$438,000	$465,080	$465,080	

		FYE 2018 Approved Budget	FYE 2018 Approved Budget - Adding Leonard- under TCOG	FYE 2018 Proposed Budget Adding Leonard - THP Stand Alone	
Maintenance Salaries					
5181	Maintenance Indirect	$144,553	$169,230		
5310	Maintenance Salaries	$389,680	$456,207	$456,207	Adding 2 maint. Mechanics
5311	On Call Pay	$4,000	$4,000	$6,500	
5312	Overtime Pay	$20,000	$20,000	$30,000	
5431	Employee Benefits Maint	$201,776	$236,224	$236,224	
	Longevity	$2,400	$2,400	$2,400	
Total Maintenance Salaries		$762,409	$888,061	$731,331	
Maintenance Expenses					
5293	Vehicle Expense	$45,000	$49,500	$49,500	Adding 10% for Leonard
5294	Casualty Loss	$1	$1	$1	
5295	Staff Team Building Expense	$350	$350	$350	
5320	Maintenance Materials	$165,000	$167,725	$167,725	Adding 10% for Leonard
5321	Grounds Maintenance	$5,000	$5,500	$5,500	Adding 10% for Leonard
5324	Site Improvement	$89,000	$97,900	$97,900	Adding 10% for Leonard
5325	Maintenance Office Expense	$3,000	$3,300	$3,300	Adding 10% for Leonard
5326	Maintenance Sundry	$10,000	$11,000	$11,000	Adding 10% for Leonard
5331	Make Ready	$0			
5332	Pest Control	$50,000	$55,000	$55,000	Adding 10% for Leonard
5333	Landscape	$25,000	$27,500	$27,500	Adding 10% for Leonard
5391	Sanitation Service-Office	$10,000	$11,000	$11,000	Adding 10% for Leonard
5392	Small Tools and Equipment	$5,000	$5,000	$5,000	
Total Maintenance Expense		$407,351	$433,776	$433,776	
Capital Expense					
5611	Site Improvements	$44,273	$54,273	$54,273	Adding 10K for Leonard
5612	Dwelling Structures	$218,500	$192,850	$192,850	Adding 100K for Leonard HCAV
5618	Truck and Large Equipment	$37,000			
Total Capital Expense		$299,773	$247,123	$247,123	
Other Expense					
5410	Insurance	$83,000	$89,500	$89,500	Adding Leonard cost
5420	Payments in Lieu of Taxes	$61,000	$71,929	$71,929	Adding Leonard cost
Total Other Expense		$144,000	$161,429	$161,429	
Total Expenses		$2,900,622	$3,111,097	$2,976,799	
Net Operating		$0	$0	$134,298	

One time expenses in this budget

Leonard HVAC	$100,000
Software purchases	$30,000
IT conversion	$20,000
Web development	$15,000
Energy Audit	$11,800
	$176,800

TCOG

TO: THP Board of Commissioners

FROM: Allison Reider, Client Services Director AR

DATE: May 25, 2017

RE: Selection of Alternate Auditor

RECOMMENDATION

Authorize the audit engagement for FYE 3/31/2018.

BACKGROUND

Texoma Housing Partners (THP) is the nation's first consortium and has been nationally recognized as a HUD Best Practice recipient. Through an administrative contract, TCOG provides the day to day management of the 18 cities currently participating in the consortium. Joining together and combining resources has produced significant economies of scale; both financially and in staff capacity, which in turn strengthens the program. THP is made up of the following cities: Bells, Bonham, Celeste, Ector, Farmersville, Gunter, Honey Grove, Howe, Ladonia, Pottsboro, Princeton, Savoy, Tioga, Tom Bean, Trenton, Van Alystne, Whitewright and Windom.

DISCUSSION

In response to the formal solicitation, four (4) audit firms submitted proposals. The four proposals are as follows:

NAME	BID AMOUNT	NEGOTIATED AMOUNT
Lafollett & Company	$23,100	
Adami Lindsey & Company	$23,500	$17,900
Whitely Penn	$20,500	$18,000
McClanahan & Homes	$19,750	$17,750

The board previously selected the firm of Adami, Lindsey to conduct the THP audit. Since the selection, Adami, Linsday provided notification of their inability to perform the audit. The firm of McClanahan & Homes was contacted and has indicated they are available to complete the audit. As this firm has previous experience completing the audit for THP, staff recommends selecting the firm of McClanahan & Homes as auditor for a period of five (5) years beginning FYE 2018 through FYE 2022. The contract will provide for renewal on an annual basis based on THP's satisfaction with performance.

BUDGET

This item has no budgetary impact.

TEXOMA HOUSING PARTNERS

Request for Proposal for Audit Services

February 7, 2017

Submitted by: McClanahan & Holmes, LLP
1400 West Russell Ave
Bonham, Texas 75418

Contact: Teffany A. Kavanaugh, CPA, Partner
Phone: (903) 583-5574
Fax: (903) 583-9453
tkavanaugh@mchcpa.net

McClanahan and Holmes, LLP

CERTIFIED PUBLIC ACCOUNTANTS

STEVEN W. MOHUNDRO, CPA
GEORGE H. STRUVE, CPA
ANDREW B. REICH, CPA
RUSSELL P. WOOD, CPA
DEBRA J. WILDER, CPA
TEFFANY A. KAVANAUGH, CPA

228 SIXTH STREET S.E.
PARIS, TEXAS 75460
903-784-4316
FAX 903-784-4310

304 WEST CHESTNUT
DENISON, TEXAS 75020
903-465-6070
FAX 903-465-6093

1400 WEST RUSSELL
BONHAM, TEXAS 75418
903-583-5574
FAX 903-583-9453

Bonham, Texas
February 7, 2017

Mrs. Allison Reider
Client Services Department Director
Texoma Council of Governments
1117 Gallagher Drive
Sherman, Texas 75090

In response to your request for proposal for audit services to perform the annual audit of Texoma Housing Partners for the five-year period of April 1, 2016 through March 31, 2021, we shall appreciate your consideration of McClanahan and Holmes, LLP for the performance of the engagement. We fully understand the requirements of the audit services to be performed, and can complete the audit within the specified time period. Accompanying this letter is a sealed envelope containing our proposal that includes a not-to-exceed fee for our services. This proposal is valid for sixty (60) days from the date of this letter.

Any questions concerning this document should be addressed to:

Teffany A. Kavanaugh, CPA, Partner
McClanahan & Holmes, LLP
1400 West Russell Ave
Bonham, Texas 75418
Phone: (903) 583-5574
Fax: (903) 583-9453
tkavanaugh@mchcpa.net

Sincerely,

McClanahan and Holmes, LLP

McClanahan and Holmes, LLP

TABLE OF CONTENTS

Profile of the Independent Auditor

McClanahan and Holmes, LLP, a local firm, was organized as a partnership in 1952 and has grown to a six-partner firm with three operating offices in Denison, Bonham and Paris. In addition to our partners, our professional staff consists of five CPA's and eight degreed professionals. All three of our offices offer services to our clients in accounting, auditing, tax, and management advisory services. Our Bonham office will be responsible for the Texoma Housing Partners audit, and the audit staff will come from our Bonham and Denison offices. The professional staff at these two offices consists of five partners, two CPAs, and six degreed professionals. All of our partners and professional staff on this engagement will have extensive experience in governmental and single audits, as well as the capability to audit computerized data collection and financial transaction processing and reporting systems. The engagement partner will be Teffany A. Kavanaugh, and she will be assisted by an in-charge staff and three professional staff. We will employ the necessary resources from our Firm to meet your timetable for issuance of the audit report.

Our Firm is properly licensed to practice public accounting in the state of Texas, and meets the independent requirements of the Standards for Audit of Governmental Organizations, Programs, Activities and Functions. Our Firm has had no federal or state desk reviews or field reviews of its audits during the past five years. In addition, our Firm has had no disciplinary action taken against it by any state or federal regulatory body or professional organization. Our firm is not currently, and has never been, debarred from performing services by the U.S. Government or the State of Texas.

Our Firm will follow applicable standards promulgated by the American Institute of Certified Public Accounts, including "Interpretation 501-3, Failure to Follow Standards and/or Procedures or Other Requirements in Governmental Audits." In the performance of this audit, our Firm will follow the requirements of the Single Audit Act of 1984, as amended in 1996, Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), GASB Statement No. 34, the applicable pronouncements of the Governmental Accounting Standards Board, and the State of Texas Uniform Grant Management Standards.

Summary of the Proposer's Qualifications

Partner and Staff Qualifications and Experience

Following is a brief resume of audit personnel most likely to be assigned to the engagement and their staff classification:

Teffany A. Kavanaugh graduated from East Texas State University (B.B.A. – Accounting, 1995) and was employed by our firm in July 1997, and became a partner in 2015. Prior to joining our firm, she was employed in public accounting. She will be the engagement partner.

Andrew B. Reich graduated from East Central Oklahoma State University (B.S. – Accounting 1984). He was employed by the firm in 1985, received his certificate in 1990, and became a partner in 1992. He has served as resident manager for the Bonham office. He will serve as the review partner for this engagement.

Kayla Murphree graduated cum laude from Texas A & M University – Commerce (B.B.A. and M.B.A. – Accounting 2011) and was employed by our firm in November 2015. Prior to joining our firm she was employed by other certified public accountants. She will serve as the in-charge for this engagement.

Michelle L. Kyzar graduated cum laude from Southeastern Oklahoma State University (B.B.A. – Accounting 2001) and was employed the firm in May 2001. Honorary Societies: Alpha Chi and Sigma Beta Delta.

Christie M. Joseph graduated magna cum laude from Midwestern State University (B.B.A. – Accounting 1998) and joined our firm in November 2010. Prior to joining our firm, she was employed by the U.S. Government. Honor Societies: Delta Mu Delta.

Stacy L. Titsworth joined our firm in October 2014 and graduated from Texas A & M University – Commerce (B.S. – Accounting 2015).

All of our professional staff are required to complete a minimum of 80 hours of continuing education bi-annually. Professional staff that will be assigned on governmental audits are required to complete at least 24 of their 80 hours in subjects directly related to the government environment and to government auditing. Our Firm is in compliance with continuing education requirements of the Private Companies Practice Section of the American Institute of Certified Public Accountants, applicable requirements of the Texas State Board of Public Accountancy, and the Government Auditing Standards as issued by the U. S. General Accounting Office.

Similar Engagements with Other Government Entities

We have provided auditing services for at least the last three years for the following entities:

City of Paris, Texas
Mr. Gene Anderson, Finance Director
903-785-7511

City of Bonham, Texas
Mr. Dave Struchtemeyer, Director of Finance
903-583-7555

Paris Junior College
Ms. Keitha Carlton, Controller
903-785-7661

Bonham Independent School District
Dr. Marvin Beaty, Superintendent
903-583-5526, ext 1100

We also provide auditing services to several smaller cities, state agencies and Special Utility Districts and Municipal Utility Districts, many of which are subject to the Single Audit requirements. We assisted the City of Paris, Texas in obtaining the GFOA Certificate of Achievement for Excellence in Financial Reporting.

Proposer's Approach to the Examination

Scope

If retained, our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; Governmental Auditing Standards issued by the Comptroller General of the United States; the Single Audit Act including Amendments of 1996; the provisions of the Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations; and provisions set forth in Texoma Housing Partners' request for proposal; and accordingly, will include such tests of the accounting records and such other auditing procedures as are considered necessary in the circumstances. At the conclusion of our audit, we will express our opinion on the fair presentation of the basic financial statements of Texoma Housing Partners in conformity with accounting principles generally accepted in the United States of America.

We will apply limited procedures to the Management Discussion and Analysis that is required supplementary information, however, we will not audit such information nor express an opinion on it.

We will provide a separate report on the schedule of expenditures of federal awards, including an "in-relation-to" opinion on compliance and internal control over compliance applicable to each major federal program.

We will issue the report on compliance and internal control over financial reporting in accordance with Government Auditing Standards. All reports required by the Single Audit Act and the Uniform Guidance will be provided.

A separate report titled "Communication with Those Charged with Governance" will be issued in accordance with the requirements of Statement on Auditing Standards No. 114.

All working papers and reports will be retained, at our expense, for a minimum of five years, unless we are notified in writing by Texoma Housing Partners of the need to extend the retention period. We will make working papers available, upon request, to the parties set forth in the Request for Proposal.

We will be responsible for providing any proposed adjusting entries to management for review and acceptance. We will also provide a list of immaterial audit differences, if any, not proposed for adjustment. We will supply Texoma Housing Partners with a draft of the audit report for review by management no later than August 31. We will provide the required number of copies of the signed audit opinion and related reports, and be available for an exit conference with management and board members prior to the September Board of Directors meeting.

Audit Approach

Our audit will be planned and performed using PPC audit programs and checklists as guidelines that will then be tailored as necessary to fit the operations of Texoma Housing Partners. The majority of the audit procedures will be performed at your office. The audit senior and/or audit partner will be on site to supervise the audit staff, and to coordinate the participation of the staff of Texoma Housing Partners as described in the Request for Proposal. The engagement partner will review all audit documentation, workpapers and report. The review partner will perform a second review of the audit report.

During the planning phase of the audit, we will require the staff to assist in the preparation of our internal control documentation schedules. This work will also involve documenting our understanding of Texoma Housing Partners' transaction cycles for significant operations. Based on our understanding of the internal controls, performing preliminary analytical procedures, making inquiries of management, and reviewing preliminary financial information, we would then assess the audit risk for account balances and classes of transactions. At this stage of our audit, we would develop specific audit procedures designed to reduce the audit risk to acceptable levels. We would then determine staff assignments based on difficulty of each audit area, and sample sizes for tests of internal controls and compliance tests.

Based on our review of Texoma Housing Partners' financial statements, we do not anticipate any unusual audit issues. We would anticipate that we would require support from your staff in the areas of client-prepared audit schedules, availability to answer questions, and providing copies of documents requested by us during the course of the audit. We anticipate spending approximately 200 to 240 hours on the audit with about 10% partner, 35% in-charge, and 55% staff time allocation.

Additional Data - Summary

McClanahan & Holmes, LLP is uniquely qualified to perform the audit of Texoma Housing Partners. Our Firm is committed to serving clients in this area having done so for 65 years, and is a leader in municipal government and single audits in Grayson, Fannin and Lamar counties (refer to the list of engagements with other government entities). As such, we are strongly committed to this area of auditing, and maintain the staffing with the necessary experience and continuing education requirements necessary to perform these engagements. McClanahan & Holmes, LLP will perform the audit services for Texoma Housing Partners as required by this Request for Proposal with a high degree of professionalism, independence and quality.

Compensation

Fee Estimate

Fiscal Year 2016-2017: Texoma Housing Partners	$ 19,750
Fiscal Year 2017-2018: Texoma Housing Partners	$ 20,350
Fiscal Year 2018-2019: Texoma Housing Partners	$ 20,950
Fiscal Year 2019-2020: Texoma Housing Partners	$ 21,600
Fiscal Year 2020-2021 Texoma Housing Partners	$ 22,250

Our fee for the audit will be reduced by approximately $2,000 if Texoma Housing Partners' staff prepare the financial statements.

Signature

McClanahan & Holmes, LLP
1400 West Russell Ave
Bonham, Texas 75418
Attn.: Teffany A. Kavanaugh
Phone: (903) 583-5574
Fax: (903) 583-9453
tkavanaugh@mchcpa.net

Teffany A. Kavanaugh

Teffany A. Kavanaugh, Partner

Davis Kinard & Co, PC
CERTIFIED PUBLIC ACCOUNTANTS
Quality. Integrity. Knowledge.

First Financial Bank Building
400 Pine Street, Ste. 600, Abilene, TX 79601
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www.dkcpa.com

System Review Report

June 19, 2015

To the Partners of
McClanahan and Holmes, LLP
and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of **McClanahan and Holmes, LLP** (the firm) in effect for the year ended March 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of **McClanahan and Holmes, LLP** in effect for the year ended March 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **McClanahan and Holmes, LLP** has received a peer review rating of *pass*.

Davis Kinard & Co, PC

Certified Public Accountants

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Davis Kinard & Co, PC

Certified Public Accountants

TCOG

TO: THP Board of Commissioners

FROM: Lori Cannon, CPA

DATE: May 25, 2017

RE: THP FYE 2018 Budget Status Update

RECOMMENDATION

Accept recommendation regarding the Operating Budget for THP FYE 2018 Budget, if any.

BACKGROUND

Each THP Governing Body meeting, the Board is presented with a status update of the current fiscal year Operating and Capital budgets and afforded the opportunity to make desired changes those budgets as conditions warrant.

DISCUSSION

A Statement of Revenue and Expense for the Operating and Capital Budgets for FYE 2018 are attached, along with a Balance Sheet as of April 2017.

BUDGET

Finance does not recommend any budget adjustments for the THP Operating and Capital Budgets FYE 2017.

Texoma Housing Partners
Statement of Revenues and Expenditures
From 4/1/2017 Through 4/30/2017

		Total Budget - Original	Current Period Actual	Current Year Actual	Total Budget Variance - Original
Revenues					
4110	Dwelling Rental	1,100,000.00	93,303.22	93,303.22	(1,006,696.78)
4115	Negative Rent	(21,000.00)	(982.24)	(982.24)	20,017.76
4120	Security Deposits Forfeited	200.00	0.00	0.00	(200.00)
4130	Grants	515,071.00	0.00	0.00	(515,071.00)
4150	Subsidy	1,275,000.00	(4,410.00)	(4,410.00)	(1,279,410.00)
4910	Interest Revenue	850.00	130.08	130.08	(719.92)
4930	Other Revenue	30,000.00	0.00	0.00	(30,000.00)
4931	Insurance Revenue	1.00	0.00	0.00	(1.00)
4932	Misc Maintenance Revenue	500.00	3,133.66	3,133.66	2,633.66
Total Revenues		2,900,622.00	91,174.72	91,174.72	(2,809,447.28)
Expenses					
Administration Salaries					
5110	Direct Salaries - Headquarters	69,610.00	9,439.73	9,439.73	60,170.27
5120	Direct Salaries - Field	253,370.00	21,178.01	21,178.01	232,191.99
5180	Indirect	129,041.00	12,844.68	12,844.68	116,196.32
5430	Employee Benefits Admin	165,323.00	13,672.46	13,672.46	151,650.54
Total Administration		617,344.00	57,134.88	57,134.88	560,209.12
Administration Expenses					
5130	Travel	20,000.00	673.04	673.04	19,326.96
5150	Legal Fees	1,500.00	0.00	0.00	1,500.00
5151	Court Costs	2,000.00	101.00	101.00	1,899.00
5170	Audit Fees	22,000.00	0.00	0.00	22,000.00
5171	Management Assessment	32,360.00	0.00	0.00	32,360.00
5190	Sundry	20,000.00	1,326.56	1,326.56	18,673.44
5191	Social Services Supplies	10,000.00	897.90	897.90	9,102.10
5192	GED Expenses	4,000.00	0.00	0.00	4,000.00
5193	Office Supplies/Postage	16,000.00	3,943.32	3,943.32	12,056.68
5194	Telephone/Cable Services	13,000.00	250.00	250.00	12,750.00
5198	THP Board Meeting/Travel	4,000.00	761.50	761.50	3,238.50
5199	Admin Facility Maintenance	11,500.00	0.00	0.00	11,500.00
5200	Cell Phone	12,000.00	785.30	785.30	11,214.70
5201	Software Service Agreeement	2,400.00	459.00	459.00	1,941.00
5202	IT Cost	37,600.00	2,335.00	2,335.00	35,265.00
5334	Resident Stipend	15,000.00	1,075.00	1,075.00	13,925.00
5540	Interest Expense	3,385.00	155.54	155.54	3,229.46
5615	Security Costs	5,000.00	600.00	600.00	4,400.00
Total Administration		231,745.00	13,363.16	13,363.16	218,381.84
Utilities					
5210	Water	152,000.00	11,266.11	11,266.11	140,733.89
5220	Electricity	95,000.00	40.08	40.08	94,959.92
5230	Gas	8,000.00	246.20	246.20	7,753.80
5290	Utilities - Sewer-Guardlights	115,000.00	8,133.19	8,133.19	106,866.81
5291	Sanitation Service-Residential	65,000.00	5,674.84	5,674.84	59,325.16
5292	Utility Connection Fee	3,000.00	0.00	0.00	3,000.00
Total Utilities		438,000.00	25,360.42	25,360.42	412,639.58
Maintenance Salaries					
5181	Maintenance Indirect	144,553.00	13,018.84	13,018.84	131,534.16
5310	Maintenance Salaries	392,080.00	28,609.28	28,609.28	363,470.72
5311	On Call Pay	4,000.00	1,693.39	1,693.39	2,306.61
5312	Overtime Pay	20,000.00	0.00	0.00	20,000.00
5431	Employee Benefits Maint	201,776.00	15,638.07	15,638.07	186,137.93

Texoma Housing Partners
Statement of Revenues and Expenditures
From 4/1/2017 Through 4/30/2017

		Total Budget - Original	Current Period Actual	Current Year Actual	Total Budget Variance - Original
Total Maintenance		762,409.00	58,959.58	58,959.58	703,449.42
Maintenance Expenses					
5293	Vehicle Expense	45,000.00	2,398.44	2,398.44	42,601.56
5294	Casualty Loss	1.00	0.00	0.00	1.00
5295	Staff Team Building Expense	350.00	0.00	0.00	350.00
5320	Maintenance Materials	165,000.00	21,108.80	21,108.80	143,891.20
5321	Grounds Maintenance	5,000.00	0.00	0.00	5,000.00
5324	Site Improvement	89,000.00	6,666.47	6,666.47	82,333.53
5325	Maintenance Office Expense	3,000.00	84.45	84.45	2,915.55
5326	Maintenance Sundry	10,000.00	316.01	316.01	9,683.99
5331	Make Ready	0.00	5,898.50	5,898.50	(5,898.50)
5332	Pest Control	50,000.00	2,605.00	2,605.00	47,395.00
5333	Landscape	25,000.00	0.00	0.00	25,000.00
5391	Sanitation Service-Office	10,000.00	0.00	0.00	10,000.00
5392	Small Tools and Equipment	5,000.00	135.29	135.29	4,864.71
Total Maintenance		407,351.00	39,212.96	39,212.96	368,138.04
Capital Expense					
5611	Site Improvements	44,273.00	34,800.00	34,800.00	9,473.00
5612	Dwelling Structures	218,500.00	10,815.00	10,815.00	207,685.00
5618	Truck and Large Equipment	37,000.00	0.00	0.00	37,000.00
Total Capital Expense		299,773.00	45,615.00	45,615.00	254,158.00
Other Expense					
5410	Insurance	83,000.00	0.00	0.00	83,000.00
5420	Payments in Lieu of Taxes	61,000.00	71,702.11	71,702.11	(10,702.11)
Total Other Expense		144,000.00	71,702.11	71,702.11	72,297.89
Total Expenses		2,900,622.00	311,348.11	311,348.11	2,589,273.89
Net Income/Loss		0.00	(220,173.39)	(220,173.39)	(220,173.39)

Texoma Housing Partners
Balance Sheet
As of 4/30/2017

(In Whole Numbers)

	Current Year
Assets	
Current Assets	
Cash - THP General Unrestricted	887,275
Cash - THP Savings Account	1,305,129
Certificates of Deposit	95,581
Prepaid Expenses	68,412
Receivables - Tenants	19,399
Total Current Assets	2,375,796
Fixed Assets	6,934,517
Total Assets	9,310,314
Liabilities	
Current Liabilities	
Accounts Payable Clearing	271,545
Prepaid Tenant Rents	14,204
Tenant's Security Deposits	43,963
Payments in Lieu of Taxes	71,702
Total Current Liabilities	401,415
Long-term Liabilities	48,298
Total Liabilities	449,712
Equity	
Beginning Balance	9,091,105
Year to Date	
Advertising	(3,699)
Architect/Design/Survey	(6,631)
Other	(220,173)
Total Year to Date	(230,503)
Total Equity	8,860,602
Total Liabilities and Equity	9,310,314

TEXOMA HOUSING PARTNERS

THP Board of Commissioners
Meeting Agenda
Bonham Administrative Office
810 W. 16th, Bonham, Texas
Monday –, June 5, 2017 – 5:30 p.m.

A. **Call to Order & Declaration of a Quorum**

B. **Invocation and Pledges**

C. **Approval of Minutes:** Approve Meeting Minutes for April 2017

D. **TCOG Executive Director's Comments**

E. **Public Housing Director's Report**

   a. Welcome New Board Member
   b. Occupancy Report

F. **Consent**
All items on Consent Agenda are considered to be routine by the Texoma Housing Partners' Board and will be enacted with one motion. There will not be separate discussion of these items unless a member of the Governing Body or a citizen so requests, in which event these items will be removed from the general order of business and considered in normal sequence.

   a. **March and April 2017 Liabilities (AF):** Authorize the Secretary/Treasurer to make payments in the amounts as listed.
   Lori Cannon, CPA Consultant **page #3**

G. **Action**

   a. **Consider and possibly take action on the administrative contract with TCOG**
   Allison Reider, Client Services Director page #20

   b. **Authorize the Audit Engagement for the FYE 3/31/18**
   Allison Reider, Client Services Director **page #23**

   c. **Elect Vice Chairman:** Accept nominations for Vice Chairman
   Marty Burke, Chairman

   d. **FYE 2018 Budget Status Update:** Accept recommendation, if any, regarding FYE 2018 budget
   Lori Cannon, CPA Consultant **page #36**

H. **Citizens to be Heard**

I. **Adjourn**

APPROVAL

Alli Reider

Allison Reider
Client Services Director

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Susan Ensley at 903-583-3336 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted at the Bonham Housing Authority offices in a place readily accessible to the general public and made available to the City Halls in the Texoma Housing Partners' cities on May 30, 2017.

Texoma Housing Partners
Occupancy/Vacancy
All Cities

Property	0 BR	1 BR	2 BR	3 BR	4 BR	Total Units	Units Offline	Total Units Available	No. Occupied	% Available Occupied	Vacancies	Waiting List
Bells	2	6	7	3	1	19		19	19	100%	0	61
Bonham	0	16	48	20	8	92	1	91	88	98%	3	75
Celeste	0	13	7	4	0	24		24	24	100%	0	23
Ector	0	0	6	3	1	10		10	10	100%	0	37
Farmersville	0	35	6	8	0	49		49	48	98%	1	53
Gunter	0	5	2	5	0	12		12	12	100%	0	31
Honey Grove	0	35	18	15	2	70	1	69	66	96%	3	28
Howe	0	12	6	4	0	22	1	21	21	100%	0	68
Ladonia	0	4	10	5	1	20	2	18	16	89%	2	8
Leonard	4	28	12	4	2	50	1	49	43	88%	6	13
Pottsboro	0	2	6	3	0	11		11	10	91%	1	42
Princeton	0	10	4	2	0	16		16	16	100%	0	62
Savoy	4	6	12	3	0	25		25	25	100%	0	40
Tom Bean	2	8	5	2	2	19		19	19	100%	0	42
Trenton	0	4	9	4	0	17		17	16	94%	1	34
Tioga	0	4	1	1	0	6		6	6	100%	0	21
Van Alstyne	0	8	10	2	0	20		20	20	100%	0	76
Whitewright	0	14	10	8	0	32		32	32	100%	0	57
Windom	0	2	2	2	0	6		6	6	100%	0	15
Total	**12**	**212**	**181**	**98**	**17**	**520**	**6**	**514**	**497**	**97%**	**17**	**786**

As of June 2017

V. Public Hearing

Agenda Section	Public Hearing
Section Number	V.A
Subject	Public hearing to consider, discuss and act upon recommendation from Planning & Zoning Commission regarding a request for a Special Use Permit for commercial, amusement (indoor) uses to allow Winners Sweepstakes to be located at 676 Hwy. 380, which address may also be known and referred to as 676 W. Audie Murphy Parkway.
To	Mayor and Council Members
From	Ben White, City Manager
Date	June 13, 2017
Attachment(s)	1. Letter and Supporting Documents from Steve Bell 2. SUP Application 3. Information about the business 4. Planning & Zoning Draft Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to another agenda. _____ • No motion, no action

Dear Councilmember,

I wanted to provide you with information about our company and how we partner with local charities.

Sitting on several charity boards in our area, I have found that raising money is getting more and more difficult each year. Currently, I host one of the largest golf tournaments in Collin County grossing over $250,000 each year. There are only so many businesses that can donate and all of the charities are calling on the same donors to participate.

Recognizing the difficulty, I wanted to figure out a way I could get individuals that don't own companies to get involved in giving back to their communities. After meeting with Ken Paxton, our State Attorney General, and reviewing our Texas Sweepstakes Laws, I implemented our program that follows the Sweepstakes Act of the State of Texas.

Just like a lottery ticket, all our entries are preprinted and stored in a server at each location. Instead of scratching off each entry, you can reveal all the entries at one time on our reveal terminal and see if you won or you can go to a terminal and reveal each entry in a more entertaining way. This process is different than 8-line gaming machines, which are a games of skill based on random numbering and illegal in the State of Texas. Our company operates and offers a sweepstakes program that follows the same rules that The Monopoly Sweepstakes that MacDonald's offers in their restaurants'. North Texas Toll-way Authority introduced their sweepstake program three months ago using the same rules as SFS. Every donor that enters our store is given 100 free entries per day. It is not imperative for them to donate to the charity if they do not want to. If they choose to donate they must acknowledge by touching "I Agree" on the screen.

Strategic Fundraising Solutions, LLC's (SFS) enters into an agreement with

501c(3), 501c(4) and 501c(5)s to provide and operate a sweepstakes program on the behalf of our charity partner providing the charity with 10% of our gross revenue. I have attached a copy of the agreement to this email.

During the past 9 months, SFS, at our donation centers, has raised over $58,000 for CASA of Collin County (Court Appointed Special Advocates), over $165,910 to Love Life Foundation, and in five months to the McKinney Police Association over $34,500. I am more than happy to provide bank statements and canceled checks for verification if needed.

We are currently working with other 501c(3)s, 501c(4)s and 501c(5)s in our area that are in different stages of completion.

1. Princeton: Scheduled to open June 23 benefiting the Princeton Police Benevolence Fund.

2. Farmersville: Our Special Use Permit (SUP) was approved P & Z on May 15th and are going before city council on June 13.

3. Sherman: Sherman is open and is located at 1415 South Sam Rayburn Parkway.

4. Denison: We started the interior construction this week and have scheduled to open the first week of July. Denison PD is starting a motorcycle division and SFS has agreed to buy the first two motorcycles for this year.

5. Greenville: The Greenville Municipal Police Association has signed our contract and will open the end of June.

6. North Richland Hills: Signed contract with the NRH Police Officer's Association and will open July 7.

Over the last three weeks we have received new inquiries from Paris, The Colony, Dallas ATO and Heath, Texas. SFS was recently approved as a member

of The Texas Police Chief's Association. Every donation center has to have its own location. SFS signs the lease, constructs the space, provides computer hardware and software equipment and pays all overhead, and the charity receives 10% of the gross dollars.

I have attached documents to this email for your review.

Please feel free to contact the following:

Russell May, President MPA 972-427-7074

Robert Pemberton, President
Greenville Municipal Police Association 903-450-3900

Kevin Palmer, President 817-427-7074
North Richland Hills Police Officer's Association

George Fuller, Love Life Foundation 214-725-0740

Maylee Thomas, Love Life Foundation 469-450-1242

Susan Etheridge, Director, CASA 214-783-0524

If you would like to meet or if you have any questions, please call or email me. My contact info is listed below.

Steve Bell, President

Strategic Fundraising Solutions, LLC

214-507-9929

rsbell13@gmail.com

COMPARISON OF SWEEPSTAKES vs AMUSEMENT GAMES (8-LINERS)

ITEM	SWEEPSTAKES	AMUSEMENT GAMES vs (8-LINERS)
Authority	Sweepstakes are regulated by Ch. 45 Business & Commercial code referred to as The Sweepstakes Act. Sweepstakes are also regulated at the federal level by U.S. Code Title 39, Part IV, Chapter 30 § 3001	Amusement games are authorized by the Penal Code Ch. 47.01. In 2003, during the78th session of Legislature declined to amend Penal Code to include video sweepstakes in the definition of a gambling device. As a result, video sweepstakes are not prohibited in Texas and are regulated by Ch. 45 of the Business & Commerce Code--not the Penal Code. See the analysis and history of HB 977 and HB 1478.
Can Cash Prizes be Paid?	Yes. Sweepstakes winnings may be paid as cash prizes.	No. Amusement game winnings must be redeemed exclusively with non-cash merchandise prizes, toys, or novelties, or a representation of value redeemable for those items.
Restrictions on Winnings	Sweepstakes are subject to additional regulation if a single prize is offered with a greater value greater than $50,000.	Amusement games must be 10X compliant. The player is exclusively rewarded "with non-cash merchandise prizes, toys, or novelties, or a representation ofvalue redeemable for those items, that have a wholesale value available from a single play of the game or device of not more than 10X the amount charged to play the game or device once or $5, whichever is less.
Is There A Cost to Play?	No. All Sweepstakes entries are free and alternative methods exist to receive entries without a purchase or donation as required by Texas and Federal Statue.	Yes. The user must stake something of value to obtain an outcome from thegame. This meets the definition of gambling from the Penal Code Ch. 47.01(1) which states "Bet" means an agreement to win or lose something of value solely or partially by chance.
Is There a Finite Pool of entries?	Yes. The Sweepstakes is created with a single pool of finite entries.	No. 8-liners cannot create a finite number of game pieces. They use a random number generator to determine the winning plays.
Are There a Specific Number of Prizes?	Yes. The number & type of prizes to be awarded is determined at the time thesweepstakes is created.	No. The prizes varies based on number of prizes previously awarded.
Are the Prizes Predetermined.	Yes. Each prize is associated with an entry at the the sweepstakes is created.	No. The prizes varies based on number of prizes previously awarded.
Are the Odds Predetermined?	Yes. The odds are determined at the time Sweepstakes is created.	No. Odds change with each play. The operator can change the percentage ratio of money bet to the prizes to be paid.
Are Civil Penalties Available?	Yes. Penalties are no less than $5,000 or more than $50,000 for each violation.	No. Amusement games are governed by the Penal Code.
Are Winnings Considered Gambling for Tax Purposes?	No. The IRS has ruled in Technical Advice Memorandum No. 200417004 that Sweepstakes winnings are not gambling winnings.	Yes. Amusment games are gambling. The user has won or lost something of value soley or partially by chance.

Texas Sweepstakes Act
BUSINESS & COMMERCE CODE
CHAPTER 622. SWEEPSTAKES

Sec. 622.001. DEFINITIONS. In this chapter:
(1) "Credit card" means a card that, if covered by the law of this state, would be subject to a lender credit card agreement, as defined by Section 301.002, Finance Code, except that the term does not exclude a card that is subject to an agreement under which:(A) the obligations are payable in full each month and not deferred; and(B) no finance charge is assessed when the obligations are paid.

(2) "Debit card" means a card offered by an institution the deposits of which are insured by the Federal Deposit Insurance Corporation or another agency, corporation, or instrumentality chartered by the United States government.

(3) "Imply" means to use any means by which an implication can be conveyed, including:(A) a statement, question, or request;(B) conduct;(C) a graphic or symbol; and(D) lettering, coloring, font size, font style, or formatting.

(4) "Sweepstakes" means a contest that awards one or more prizes based on chance or the random selection of entries.

Sec. 622.002. ACTS CONSTITUTING CONDUCTING SWEEPSTAKES. For purposes of this chapter, a person conducts a sweepstakes if the person distributes material that:
(1) promotes a sweepstakes;

(2) describes one or more sweepstakes prizes;

(3) states one or more sweepstakes rules;

(4) includes a current or future opportunity to enter a sweepstakes; or

(5) provides a method for the recipient of the material to obtain additional information about a sweepstakes.

SUBCHAPTER B. APPLICABILITY OF CHAPTERSec. 622.051. CHAPTER LIMITED TO SWEEPSTAKES CONDUCTED THROUGH MAIL; EXCEPTION. (a) This chapter applies only to a sweepstakes conducted through the mail.(b) This chapter does not apply to a sweepstakes for which the only use of the mail is for a consumer to return an entry form to the sweepstakes sponsor.

Sec. 622.052. PRIZE VALUE LESS THAN $50,000.
(a) This chapter does not apply to a sweepstakes in which the value of the most valuable prize is less than $50,000.

(b) For purposes of this section, the value of a prize is the greatest of the prize's:(1) face value;(2) fair market value; or(3) present financial value.

Sec. 622.053. ADVERTISEMENT OR INSERT IN MAGAZINE, NEWSPAPER, OR CATALOG. This chapter does not apply to a sweepstakes conducted through an advertisement or insert in:
(1) a magazine or newspaper:(A) that is a publication in which more than 40 percent of the total column inches in each issue consist of advertising space purchased by companies other than:(i) the publisher;(ii) an affiliate of the publisher; or(iii) a vendor for the publisher or an affiliate; and(B) that is a publication for which more than 50 percent of the total number of copies distributed of each issue are provided to customers who paid for the copy; or

(2) a catalog that is a promotional booklet listing merchandise for sale and that:(A) is at least 24 pages long;(B) has a circulation of at least 250,000; and(C) either:(i) requires customers to go to a physical location to purchase the advertised items; or(ii) is published by a company that derives more than 50 percent of the company's total gross revenue from sales occurring at physical locations.

Sec. 622.054. CHARITABLE RAFFLE.
This chapter does not apply to a charitable raffle regulated by Chapter 2002, Occupations Code.

Sec. 622.055. SWEEPSTAKES REGULATED BY ALCOHOLIC BEVERAGE CODE. This chapter does not apply to a sweepstakes regulated by the Alcoholic Beverage Code.

Sec. 622.056. COMPANY REGULATED UNDER PUBLIC UTILITY REGULATORY ACT. This chapter does not apply to a company regulated under Title 2, Utilities Code.

Sec. 622.057. AIR CARRIER; AIRMAN ASSOCIATION. This chapter does not apply to:(1) a company that is an air carrier subject to Title 49, United States Code; or(2) a nonprofit association of airmen who are subject to that title.

Sec. 622.058. CERTAIN RECREATIONAL EVENTS. This chapter does not apply to a drawing for the opportunity to participate in a hunting, fishing, or other recreational event conducted by the Parks and Wildlife Department.

Sec. 622.059. CERTAIN FOOD PRODUCTS. This chapter does not apply to a sweepstakes promoting one or more food products regulated by the United States Food and Drug Administration or the United States Department of Agriculture.

Sec. 622.060. AUDIOVISUAL ENTERTAINMENT WORK, PRODUCT, OR SOUND RECORDING. This chapter does not apply to a company if 75 percent or more of the company's business is:
(1) the systematic development, planning, and execution of creating audiovisual entertainment works, products, or sound recordings; and

(2) the distribution, sale, and marketing of those works, products, or recordings.

Sec. 622.061. CABLE SYSTEM. This chapter does not apply to a company that owns or operates a cable system, as defined by 47 U.S.C. Section 522, as amended.

SUBCHAPTER C. PROHIBITED ACTS OR CONDUCTSec. 622.101. CONNECTING SWEEPSTAKES ENTRY OR OPERATION TO ORDER OR PURCHASE.
(a) A person conducting a sweepstakes may not use a mechanism for entering the sweepstakes that:
(1) has any connection to ordering or purchasing a good or service;
(2) is not identical for all individuals entering the sweepstakes; and
(3) does not have printed on the entry form, in a font size at least as large as the largest font size used on the entry form, the following language: "Buying Will Not Help You Win. Your chances of winning without making a purchase are the same as the chances of someone who purchases something. It is illegal to give any advantage to buyers in a sweepstakes."

(b) A person conducting a sweepstakes may not:
(1) require an individual to order, purchase, or promise to purchase a good or service to enter the sweepstakes;
(2) automatically enter an individual in the sweepstakes because the individual ordered, purchased, or promised to order or purchase a good or service; or
(3) solicit business using an order form or purchasing mechanism that has any role in the operation of the sweepstakes.

(c) Subsections (a)(1) and (b)(3) do not apply to a single sheet of paper that contains both a sweepstakes entry form and an order form if:
(1) the order form is perforated or detachable; and
(2) the entry form must be separated from the order form and returned to a different address than the order form.

(d) Subsections (a) and (b)(2) and (3) do not apply to a sweepstakes offered to promote a credit card or debit card if the official rules of the sweepstakes provide that consumers are entered in the sweepstakes based on the number of purchases made or the amount of money spent. The exception provided by this subsection applies only to a person offering a sweepstakes who qualified as an issuer as of January 1, 2001.

(e) Subsections (a) and (b)(2) and (3) do not apply to a company offering a sweepstakes in which the consumer must go to a physical location to obtain or use the goods or services being sold by the company.

Sec. 622.102. USING MULTIPLE SWEEPSTAKES ENTRY ADDRESSES OR MULTIPLE PURPOSES FOR ADDRESS. A person conducting a sweepstakes who provides for entering the sweepstakes by mail may not:
(1) accept entries at more than one address; or
(2) use the address for entry in the sweepstakes for any other purpose.

Sec. 622.103. ALLOWING CHOICE OF PRIZE OR INDICATION OF PREFERRED PRIZE CHARACTERISTICS. A person conducting a sweepstakes may not:
(1) solicit an individual to enter the sweepstakes by invitation or other opportunity; and
(2) allow the individual to choose, or indicate the preferred characteristics of, a prize to be awarded in the sweepstakes unless the choice or indication:(A) is made on the sweepstakes entry form; and(B) does not appear on, and is not in any way connected to, an order form or other purchasing mechanism.

Sec. 622.104. SENDING SWEEPSTAKES MATERIAL THAT INCLUDES CERTAIN STATEMENTS OR IMPLICATIONS. A person conducting a sweepstakes may not send material accompanying or relating to the sweepstakes or an offer to enter the sweepstakes that:
(1) states or implies that:
(A) an individual must comply with a restriction or condition to enter the sweepstakes, unless all individuals entering the sweepstakes are required to comply with the identical restriction or condition;
(B) an individual's chances of winning a prize in the sweepstakes are higher, lower, or different in any way because of a factor or circumstance that does not relate to the manner in which a winner is selected;
(C) a winner will be selected at a time or place or in a manner that is different from the actual time or place at which or manner in which a winner is selected;
(D) an individual who orders or purchases a good or service will receive a benefit or be treated differently in the sweepstakes in comparison to an individual who does not order or purchase a good or service; or
(E) an individual who does not order or purchase a good or service will be disadvantaged or treated differently in the sweepstakes in comparison to an individual who orders or purchases a good or service;

(2) states or implies falsely that the individual receiving the material has received special treatment or personal attention from the offeror of the sweepstakes or any officer, employee, or agent of the offeror; or

(3) states that the recipient of the material:
(A) is a winner, if the recipient is not a winner;

(B) may be a winner;
(C) will be a winner if certain conditions are met or certain events occur;
(D) may be or will be among the group from which a winner will be selected; or
(E) has in any way a better chance than another individual of being chosen as a winner.

Sec. 622.105. USING GAME PIECE TO CONVEY INFORMATION OR OFFER TO ENTER. A person conducting a sweepstakes may not convey information about the sweepstakes or an offer to enter the sweepstakes by using a scratch-off device or any other game piece that suggests an element of chance or luck.

Sec. 622.106. PUBLISHING ADVERTISEMENTS OR RULES WITH INCONSISTENT OR INCOMPLETE PRIZE DESCRIPTIONS. A person conducting a sweepstakes may not publish or cause to be published:
(1) different advertisements for the same sweepstakes that contain inconsistent descriptions of the grand prize to be awarded through the sweepstakes; or
(2) official rules of the sweepstakes that do not uniquely identify the prizes to be awarded and the date the prizes will be awarded.

Sec. 622.107. ENGAGING IN CONDUCT THAT FALSELY INDICATES AN INDIVIDUAL HAS WON. A person conducting a sweepstakes may not:
(1) ask an individual to provide any information or take any action consistent with the individual winning a sweepstakes prize, unless the individual has won a sweepstakes prize; or
(2) provide an individual who has not yet won a sweepstakes prize with a document or other item that simulates an event, circumstance, or condition connected with being a sweepstakes winner.

Sec. 622.108. AWARDING MULTIPLE PRIZES. A person conducting a sweepstakes may not award multiple prizes in the sweepstakes unless all prizes are awarded on the same date and through the same selection process.

Sec. 622.109. MAILING CERTAIN OFFERS DURING PERIOD FOLLOWING SWEEPSTAKES. A person conducting a sweepstakes may not, during the 30-day period immediately following the last date on which the person conducted the sweepstakes through the mail, offer through the mail:
(1) an opportunity to enter a sweepstakes; or
(2) a nonsweepstakes prize, gift, premium, giveaway, or skill contest.

Sec. 622.110. PROVIDING NAMES OR ADDRESSES USED IN PROHIBITED SWEEPSTAKES. A person may not provide names or addresses of residents of this state that are used in conducting a sweepstakes that the person knows violates this chapter.

SUBCHAPTER D. ACTS OR CONDUCT NOT PROHIBITED
Sec. 622.151. DESCRIPTION OF METHOD OF CHOOSING WINNER. This chapter does not prohibit a sweepstakes sponsor from describing in the official sweepstakes rules the method to be used in choosing a winner.

Sec. 622.152. NOTIFICATION OF AND AFFIDAVIT FROM WINNER. This chapter does not prohibit a sweepstakes sponsor, after a winner has been chosen, from:(1) notifying an individual chosen as a winner; or
(2) obtaining from an individual chosen as a winner an affidavit to verify that the individual:(A) is eligible to win the prize; and(B) has complied with the sweepstakes rules.

SUBCHAPTER E. ENFORCEMENTSec. 622.201.
ACTION BY ATTORNEY GENERAL; VENUE.
The attorney general may bring an action under this chapter by filing suit in a district court in Travis County or in any county in which a violation occurred.

Sec. 622.202. CIVIL PENALTY.
(a) The court shall award the attorney general a civil penalty of not less than $5,000 or more than $50,000 for each violation found.
(b) If the material accompanying or relating to a sweepstakes or an offer to enter a sweepstakes contains multiple statements, implications, representations, or offers that are prohibited by this chapter, each statement, implication, representation, or offer is a separate violation and results in a separate civil penalty. Each individual who receives the material constitutes an additional and separate group of violations of this chapter.

Sec. 622.203. LIABILITY FOR PROVIDING NAMES OR ADDRESSES USED IN PROHIBITED SWEEPSTAKES.
(a) A person who violates Section 622.110 is liable for the cumulative civil penalties that result from the person's conduct.
(b) Liability of a person under Subsection (a) does not reduce the liability of the person who conducted the sweepstakes.

Sec. 622.204. INJUNCTIVE AND OTHER RELIEF.
The court may also award injunctive relief or other equitable or ancillary relief that is reasonably necessary to prevent violations of this chapter.

Sec. 622.205. NO PRIVATE RIGHT OF ACTION. This chapter does not create a private right of action.

Sec. 622.206. RECOVERY OF EXPENSES BY ATTORNEY GENERAL.
If the attorney general substantially prevails, the court shall award the attorney general reasonable expenses incurred in recovering a civil penalty under this subchapter, including court costs, reasonable attorney's fees, reasonable investigative costs, witness fees, and deposition expenses.

From: robert pemberton <ten1hundred2004@yahoo.com>
Subject: Re: GMPA
Date: March 19, 2017 at 11:24:06 PM CDT
To: "rsbell13@gmail.com" <rsbell13@gmail.com>
Reply-To: "ten1hundred2004@yahoo.com" <ten1hundred2004@yahoo.com>

We have approved it the agreement we are now just waiting for the attoney to give us the go ahead. Thankyou for your patiences.

Sent from Yahoo Mail on Android

On Thu, Mar 16, 2017 at 6:11 PM, Steve Bell <rsbell13@gmail.com> wrote:
Robert,

I didn't realize that I did not send you all of the attachments for your review.

STRATEGIC FUNDRAISING SOLUTIONS, LLC

EXCLUSIVE CHARITY 501(c3)/501(c4) SWEEPSTAKES FUNDRAISING AGREEMENT

This Agreement is entered into the 26 day of MAY 2017 between NORTH RICHLAND HILLS POLICE OFFICER ASSOCIATION (hereinafter referred to as "NRHPOA") whose address is: 4301 CITY POINT DRIVE, NRH TX 76180 and STRATEGIC FUNDRAISING SOLUTIONS, LLC (hereinafter referred to as "SFS" or "Producer/Operator") corporate office located at 902 S McDonald, Suite 200, McKinney, Texas 75069 referred to as the "Parties" for the exclusive operation of sweepstakes fund raising program using the emblems and marks of NRHPOA in the promotion of the sweepstakes.

Whereas, MPABF mission is to bring the community together to change the world one home, one family at a time.

Whereas, SFS is engaged in the business of leasing space to produce and operate charity sweepstakes for NRHPOA, exclusively.

Whereas, NRHPOA desires to engage SFS to use its expertise and its facilities to produce and operate a sweepstakes for NRHPOA as their exclusive producer.

The Parties Hereto, further agree as follows:

1. NRHPOA will receive 10% of Net Donations received from the NRHPOA sweepstakes fund raising program operated by SFS.
2. SFS will not operate or provide any additional services at this facility that only NRHPOA can provide.
3. SFS is responsible for payment of all operating expenses of the MPABF sweepstakes advertising and promotional campaign.
4. All monies due and payable to MPABF, are to be paid by SFS on a weekly basis thru an independent paymaster service, Connect 13.
5. The laws of the State of Texas will govern this Agreement.
6. The initial term of the agreement is twelve (12) months. After expiration of the initial term the agreement shall continue in full force and effect until such time as is cancelled by either party. Either party may cancel the agreement after the initial term, with or without cause by giving thirty (30) days written notice to the other Party to do so.
7. The Parties agree that unless agreed to in writing, neither of the Parties may assign this Agreement without express consent of the other.
8. Neither Party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed Party's reasonable control.

9. This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the Parties with respects to its subject matter and supersedes all prior agreements, proposal, negotiations, representations or communications relating to the subject matter. Both Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

In Witness Whereof, the Parties represent to each other that they have the authority to sign this Agreement and have executed this Agreement, in duplicate originals on the day and year stated above.

North Richland Hills Police Association Benevolence Foundation	Strategic Fundraising Solutions, LLC
By: _____	By: _____
Title: President	Title: _____

STRATEGIC FUNDRAISING SOLUTIONS, LLC

EXCLUSIVE CHARITY (501(c3) SWEEPSTAKES FUNDRAISING AGREEMENT

This Agreement is entered into the 7 day of ~~August~~ September RSS 2016 between MCKINNEY POLICE ASSOCIATION BENEVOLENCE FOUNDATION (hereinafter referred to as "MPABF") whose address is: P.O. Box 521, McKinney, TX 75069 and STRATEGIC FUNDRAISING SOLUTIONS, LLC (hereinafter referred to as "SFS" or "Producer/Operator") corporate office located at 902 S McDonald, Suite 200, McKinney, Texas 75069 referred to as the "Parties" for the exclusive operation of sweepstakes fund raising program using the emblems and marks of MPABF in the promotion of the sweepstakes.

Whereas, MPABF mission is to bring the community together to change the world one home, one family at a time.

Whereas, SFS is engaged in the business of leasing space to produce and operate charity sweepstakes for MPABF, exclusively.

Whereas, MPABF desires to engage SFS to use its expertise and its facilities to produce and operate a sweepstakes for MPABF as their exclusive producer.

The Parties Hereto, further agree as follows:

1. MPABF will receive 10% of Net Donations received from the MPABF sweepstakes fund raising program operated by SFS.
2. SFS will not operate or provide any additional services at this facility that only MPABF can provide.
3. SFS is responsible for payment of all operating expenses of the MPABF sweepstakes advertising and promotional campaign.
4. All monies due and payable to MPABF, are to be paid by SFS on a weekly basis thru an independent paymaster service, Connect 13.
5. The laws of the State of Texas will govern this Agreement.
6. The initial term of the agreement is twelve (12) months. After expiration of the initial term the agreement shall continue in full force and effect until such time as is cancelled by either party. Either party may cancel the agreement after the initial term, with or without cause by giving thirty (30) days written notice to the other Party to do so.
7. The Parties agree that unless agreed to in writing, neither of the Parties may assign this Agreement without express consent of the other.
8. Neither Party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed Party's reasonable control.

RSS

STRATEGIC FUNDRAISING SOLUTIONS, LLC

EXCLUSIVE CHARITY (501(c3) SWEEPSTAKES FUNDRAISING AGREEMENT

This Agreement is entered into the 7 day of ~~August~~ September RSA 2016 between MCKINNEY POLICE ASSOCIATION BENEVOLENCE FOUNDATION (hereinafter referred to as "MPABF") whose address is: P.O. Box 521, McKinney, TX 75069 and STRATEGIC FUNDRAISING SOLUTIONS, LLC (hereinafter referred to as "SFS" or "Producer/Operator") corporate office located at 902 S McDonald, Suite 200, McKinney, Texas 75069 referred to as the "Parties" for the exclusive operation of sweepstakes fund raising program using the emblems and marks of MPABF in the promotion of the sweepstakes.

Whereas, MPABF mission is to bring the community together to change the world one home, one family at a time.

Whereas, SFS is engaged in the business of leasing space to produce and operate charity sweepstakes for MPABF, exclusively.

Whereas, MPABF desires to engage SFS to use its expertise and its facilities to produce and operate a sweepstakes for MPABF as their exclusive producer.

The Parties Hereto, further agree as follows:

1. MPABF will receive 10% of Net Donations received from the MPABF sweepstakes fund raising program operated by SFS.
2. SFS will not operate or provide any additional services at this facility that only MPABF can provide.
3. SFS is responsible for payment of all operating expenses of the MPABF sweepstakes advertising and promotional campaign.
4. All monies due and payable to MPABF, are to be paid by SFS on a weekly basis thru an independent paymaster service, Connect 13.
5. The laws of the State of Texas will govern this Agreement.
6. The initial term of the agreement is twelve (12) months. After expiration of the initial term the agreement shall continue in full force and effect until such time as is cancelled by either party. Either party may cancel the agreement after the initial term, with or without cause by giving thirty (30) days written notice to the other Party to do so.
7. The Parties agree that unless agreed to in writing, neither of the Parties may assign this Agreement without express consent of the other.
8. Neither Party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed Party's reasonable control.

RSA

9. This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the Parties with respects to its subject matter and supersedes all prior agreements, proposal, negotiations, representations or communications relating to the subject matter. Both Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

In Witness Whereof, the Parties represent to each other that they have the authority to sign this Agreement and have executed this Agreement, in duplicate originals on the day and year stated above.

McKinney Police Association Benevolence Foundation

By: _____

Title: PRESIDENT 9-7-16

Strategic Fundraising Solutions, LLC

By: _____

Title: President

TEXAS POLICE CHIEFS ASSOCIATION

P.O. Box 819
Elgin, Texas 78621

Phone: 512-281-5400 • 1-877-7 POLICE • Fax: 512-281-2240
E-Mail: info@texaspolicechiefs.org • Web Page: www.texaspolicechiefs.org

Chief James McLaughlin, Jr. (Ret.)
GENERAL COUNSEL -
EXECUTIVE DIRECTOR

May 25, 2017

Mr. Steve Bell, President
Strategic Fundraising Solutions, LLC
6401 Eldorado Parkway
McKinney, TX 75070

Dear Mr. Bell:

On behalf of the membership of the Texas Police Chiefs Association, I would like to personally welcome you as a member of our association. Enclosed please find your membership card, certificate, and a copy of TPCA's 50th Anniversary Pictorial History.

By now you should have received your log-in and password for accessing TPCA's website: www.texaspolicechiefs.org.

We look forward to your continued involvement and hope to see you at our association activities during the coming year. Please call if we can ever be of service.

Sincerely,

James McLaughlin, Jr.

Texas Police Chiefs Association

Hereby Awards The

Corporate Membership

to

Strategic Fundraising Solutions, LLC

For having fulfilled the requirements for membership
as provided for in the constitution and bylaws
of this association.

Founded
in
1958

President

Executive Director

Farmersville

RECEIVED
APR 25 2017
BY:

CITY OF FARMERSVILLE
SPECIFIC USE PERMIT APPLICATION

APPLICANT'S NAME: Richard Cleveland

APPLICANT'S ADDRESS: 6608 Thorntree Dr. McKinney, TX 75070

APPLICANT'S CONTACT NUMBERS: 501-912-6060

NAME OF OWNER: Jack Hendricks

ADDRESS OF OWNER: 1415 Red Oak Circle, Farmersville, TX 75442

LOCATION OF PROPERTY: 676 Hwy 380

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. 32 TRACT 32 BLOCK NO. Sheet 1

PLAT _____ ADDITION: DJ Jaynes Survey

SURVEY: _____ NUMBER OF ACRES: .26 acre

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed to be changed, and a complete legal field note description.

PROPOSED USE: Donation Center for Police Dept (Amusement Indoor)

ATTACH A LETTER describing all processes and activities involved with the proposed uses.

ATTACH A SITE PLAN drawn to scale with the information listed on the back of this sheet.

THE EIGHT CONDITIONS listed on the back of this sheet **MUST** be met before City Council can grant a Specific Use Permit.

ATTACH THE APPROPRIATE FEE:

$1,000 Retainer Fee to be used for all expenditures in conjunction with the Specific Use Permit. Any amount remaining will be refunded to the owner as designated above.

I, being the undersigned applicant, understand that all of the conditions, dimensions, building sizes, landscaping and parking areas depicted on the site plan shall be adhered to as amended and approved by the City Council.

SIGNATURE OF APPLICANT: _____ Date: 4/28/17

SIGNATURE OF OWNER: _____ Date: 4.25.17
(If not applicant)

INCLUDE THE FOLLOWING INFORMATION ON A SITE PLAN. THE PLAN MUST BE DRAWN TO SCALE.

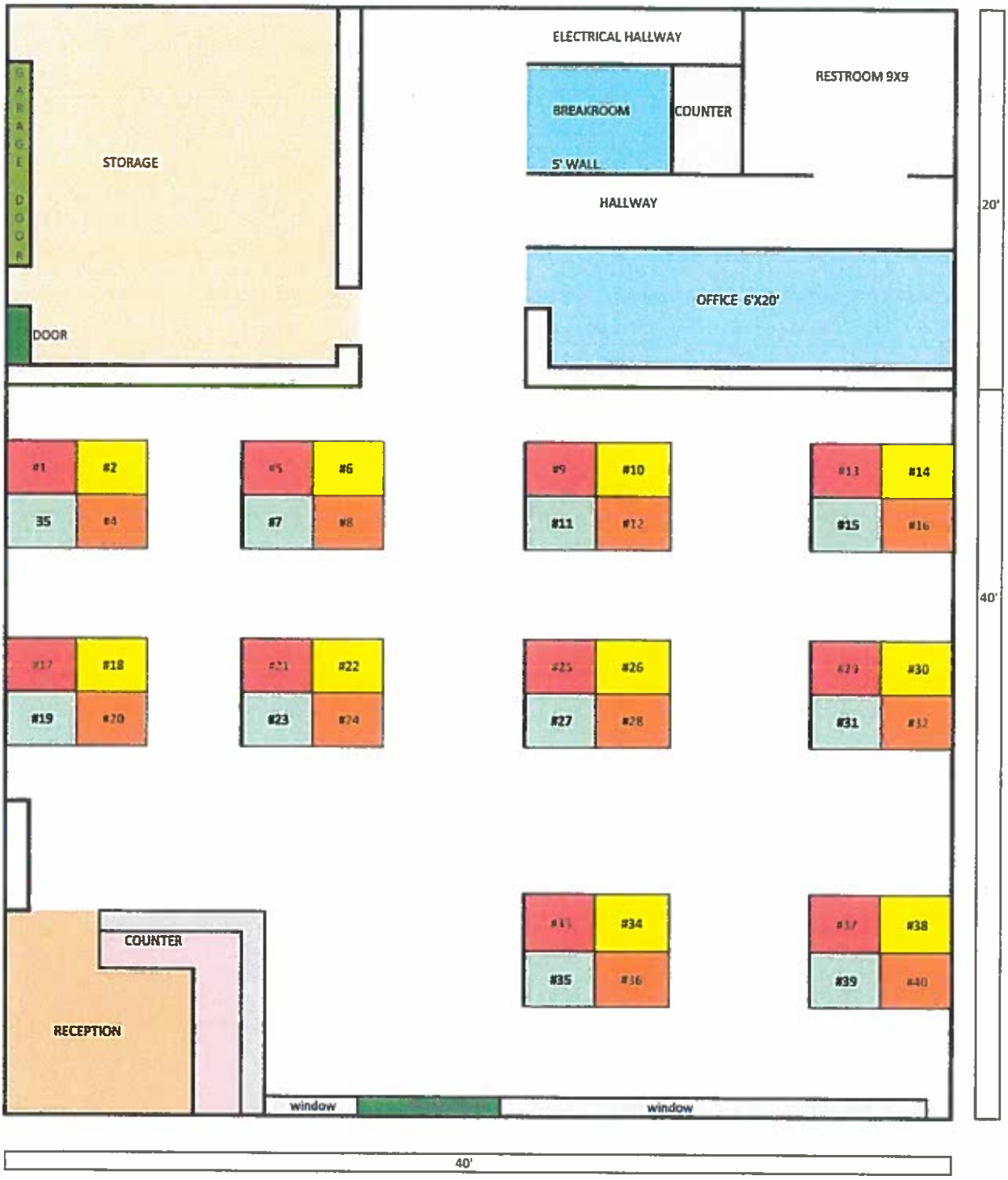
- Boundaries of the area covered by the site plan.
- The location of each existing and proposed building and structure in the area covered by the site plan and the number of stories, height, roof line, gross floor area and location of building entrances and exits.
- The location of existing drainage ways and significant natural features.
- Proposed landscaping and screening buffers.
- The location and dimensions of all curb cuts, public and private streets, parking and loading areas, pedestrian walks, lighting facilities, and outside trash storage facilities.
- The location, height and type of each wall, fence, and all other types of screening.
- The location, height and size of all proposed signs.

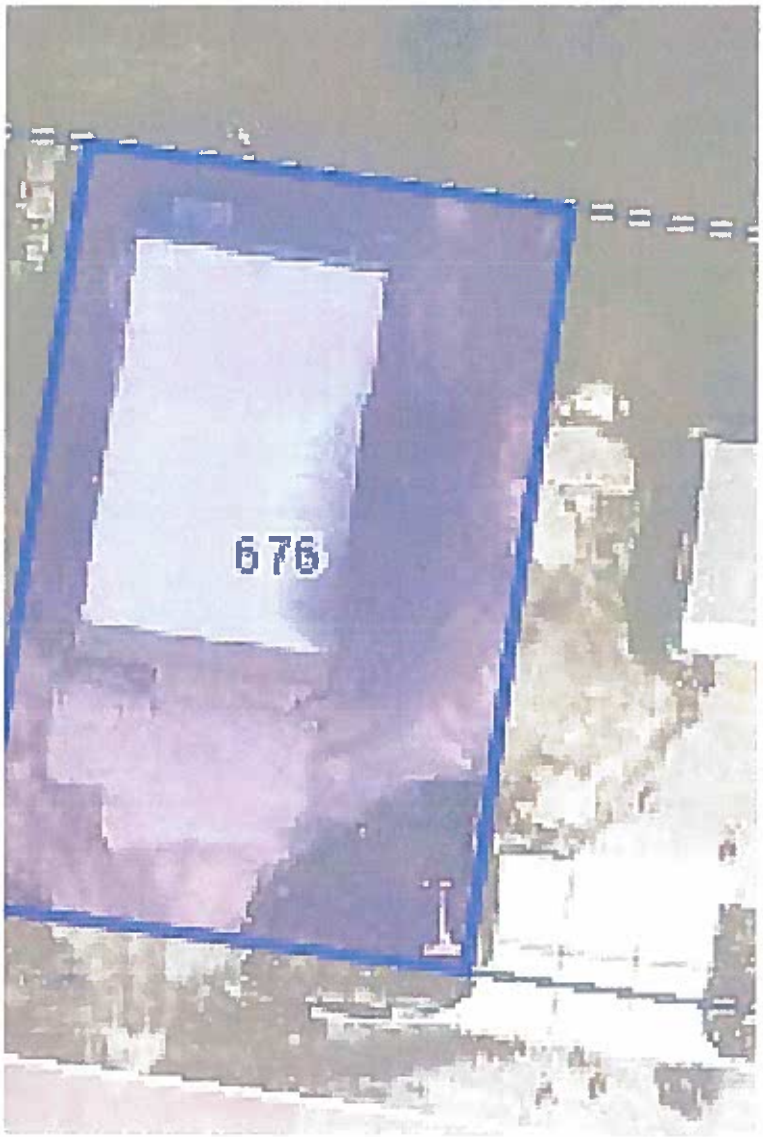
THE ZONING ORDINANCE REQUIRES THAT THESE EIGHT CONDITIONS MUST BE MET BEFORE A SPECIFIC USE PERMIT CAN BE ISSUED:

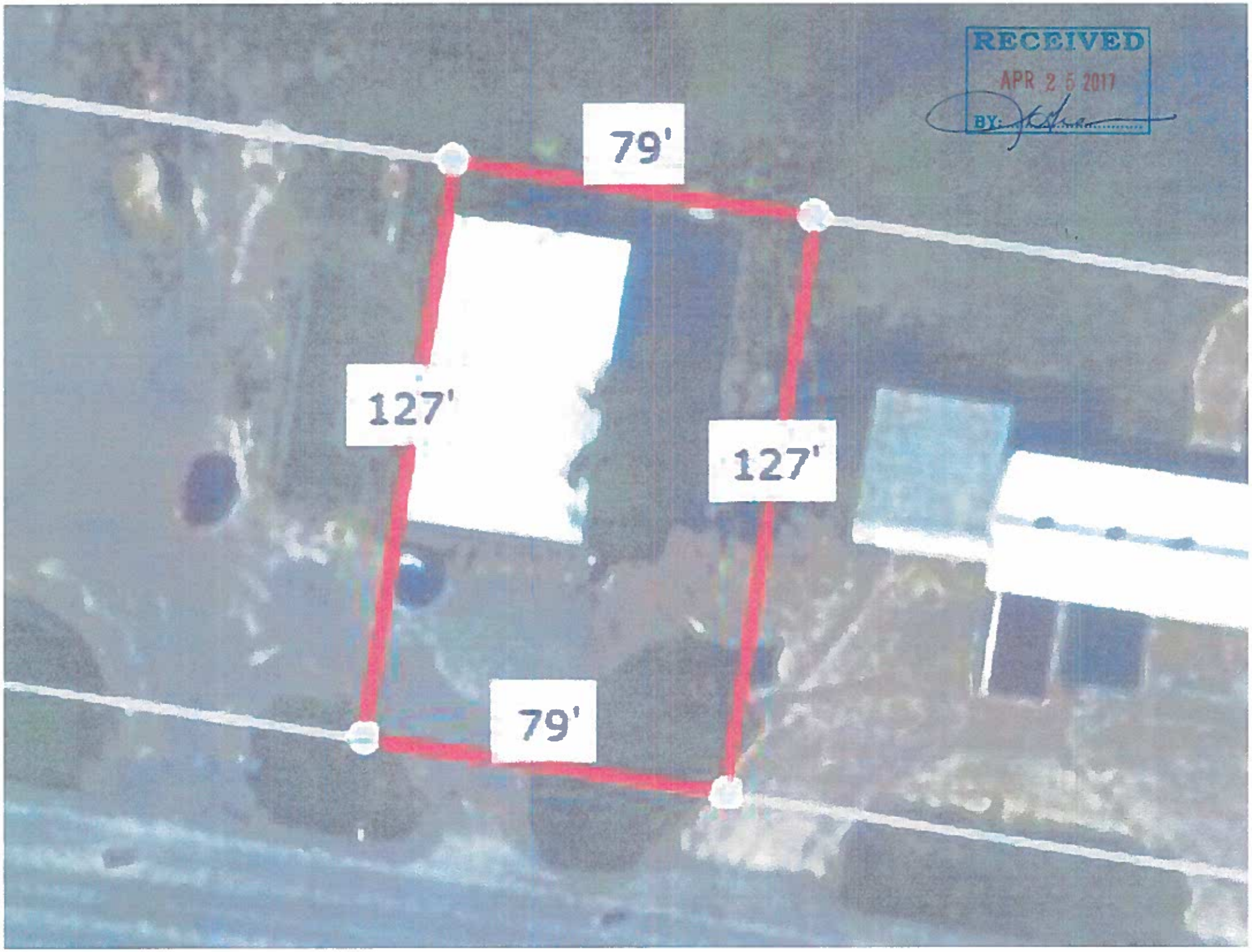
- That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity; and
- That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property.
- That adequate utility, access roads, drainage and other necessary supporting facilities have been or will be provided.
- The design, location and arrangement of all driveways and parking spaces provide for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent development.
- That adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration.
- That directional lighting will be provided so as not to disturb or adversely affect neighboring properties.
- That there are sufficient landscaping and screening to insure harmony and compatibility with adjacent property
- That the proposed use is in accordance with the Comprehensive Plan.

RECEIVED
APR 25 2017
BY: _____

WINNER'S FARMERSVILLE







STRATEGIC FUNDRAISING SOLUTIONS, LLC * EXAMPLE *

EXCLUSIVE CHARITY (501(c3) SWEEPSTAKES FUNDRAISING AGREEMENT

This Agreement is entered into the ___ day of _____ 2017 between _____(hereinafter referred to as "_____") whose address is: _____and STRATEGIC FUNDRAISING SOLUTIONS, LLC (hereinafter referred to as "SFS" or "Producer/Operator") corporate office located at 902 S McDonald, Suite 200, McKinney, Texas 75069 referred to as the "Parties" for the exclusive operation of sweepstakes fund raising program using the emblems and marks of _____ in the promotion of the sweepstakes.

Whereas, MPABF mission is to bring the community together to change the world one home, one family at a time.

Whereas, SFS is engaged in the business of leasing space to produce and operate charity sweepstakes for _____, exclusively.

Whereas, _____desires to engage SFS to use its expertise and its facilities to produce and operate a sweepstakes for _____ as their exclusive producer.

The Parties Hereto, further agree as follows:

1. _____ will receive 10% of Net Donations received from the _____ sweepstakes fund raising program operated by SFS.
2. SFS will not operate or provide any additional services at this facility that only _____ can provide.
3. SFS is responsible for payment of all operating expenses of the MPABF sweepstakes advertising and promotional campaign.
4. All monies due and payable to MPABF, are to be paid by SFS on a weekly basis thru an independent paymaster service, Connect 13.
5. The laws of the State of Texas will govern this Agreement.
6. The initial term of the agreement is twelve (12) months. After expiration of the initial term the agreement shall continue in full force and effect until such time as is cancelled by either party. Either party may cancel the agreement after the initial term, with or without cause by giving thirty (30) days written notice to the other Party to do so.
7. The Parties agree that unless agreed to in writing, neither of the Parties may assign this Agreement without express consent of the other.
8. Neither Party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed Party's reasonable control.

9. This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the Parties with respects to its subject matter and supersedes all prior agreements, proposal, negotiations, representations or communications relating to the subject matter. Both Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

In Witness Whereof, the Parties represent to each other that they have the authority to sign this Agreement and have executed this Agreement, in duplicate originals on the day and year stated above.

_____ Association Benevolence Foundation	Strategic Fundraising Solutions, LLC
By: _____	By: _____
Title: _____	Title: _____

LEGEND FOR INTERPRETING SCHEDULE OF USE **[Number ( ) occurring after type of use refers to Section 5-B, 1-161 Definitions and Explanatory Notes (General Definitions are in SECTION 5-C, 1-79)]**

*** as amended by Ordinance #2004-06**

● **Designates use permitted in district indicated.**

Designates use prohibited in district indicated.

S **Designates use may be approved as Specific Use Permit, SECTION 8.**

4-G. RECREATIONAL AND ENTERTAINMENT USES

Type of Use	A	SF-1	SF-2	SF-3	2F	MF-1	MF-2	P	O	NS	GR	C	HC	CA	I-1	I-2	PD
Amusement, Commercial (Outdoor) (7)	S											S	S	S	S	S	
Amusement, Commercial (Indoor) (6)	S										S	S	S	S	S	S	●
Country Club (Private) with Golf Course (39)	●	S	S	S	S	S	S		●	●	●	●	●	S	●	●	●
*Dance Hall or Night Club (42)											S	S		S	S	S	S
Day Camp for Children (43)	●	S									●	●	●		●	●	●
Drag Strip or Commercial Racing	S														S	S	
Go Cart Track	S														S	S	S
Gun Range (63)	S										S	S			●	●	●
Park or Playground (Public) (97)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Play Field or Stadium (Public) (102)	●								●	●	●	●	●	●	●	●	●
Rodeo Grounds	S											S		S	S	S	●
Swim or Tennis Club (137)		S	S	S	S	S	S		S					S			

1. Accessory Building – A building for a subordinate use incidental to the principal building(s) and use(s) located on the same lot. Accessory buildings shall include, but not be limited to, parking garages, farm structures, garages for automobile storage, carports, tool houses, greenhouses, home workshops, children's playhouses, storage houses or garden shelters.

2. Adult Day Care Center – A facility that provides services under an Adult Day Care Program on a daily or regular basis, but not overnight, to four or more elderly or handicapped persons who are not related by blood, marriage, or adoption to the owner of the facility. Adult day care centers must be licensed by the Texas Department of Human Services.

3. Airport, Landing Field – A place where an aircraft can land and take off, usually equipped with hangars, facilities for refueling and repair and various accommodations for passengers.

    a. Heliport – An area of land or water or a structural surface which is used, or intended for use, for the landing and taking off of helicopters, and any appurtenant areas which are used, or intended for use, for heliport buildings and other heliport facilities.

    b. Helistop – The same as a heliport, except that no refueling, maintenance, repairs or storage or helicopters is permitted.

4. Antique Shop – An establishment offering for sale, within a building, articles such as glass, china, furniture or similar furniture and decorations which have value and significance as a result of age, design, or sentiment.

5. Antique Shop, Sales in Building – A retail establishment engaged in the selling of works of art, furniture or other artifacts of an earlier period, with all sales and storage occurring inside a building.

6. Amusement, Commercial (Indoors) – An amusement enterprise wholly enclosed in a building which is treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property line and including, but not limited to a bowling alley, billiard parlor, or skating rink.

7. Amusement, Commercial (Outdoors) – Any amusement enterprise offering entertainment or games of skill to the general public for a fee or charge wherein any portion of the activity takes place in the open including, but not limited to, a golf driving range, archery range, and miniature golf course.

8. Apartment House – Any building or portion thereof, which is designed, built, rented, leased, or let to be occupied as three or more dwelling units or apartments, or which is occupied as a home or place of residence by three or more families living in independent dwelling units.

9. Art Gallery or Museum – An institution for the collection, display and distribution of objects of art or science, and which is sponsored by a public or quasi-public agency and which facility is open to the general public.

ARTHUR RICHARD CLEVELAND
KAREN CLEVELAND
6608 THORNTREE DR
MCKINNEY TX 75070-8744

Cash Management Account® 5536

87-175/843
30

4/25/17
DATE

PAY TO THE ORDER OF City of Farmersville $ 1000.00

One thousand dollars + 00/100 DOLLARS

Merrill Lynch
Wealth Management®

Bank of America

FOR

⑆084301787⑆ 9601443335421⑈5536

Winners Sweepstakes

PAID
APR 25 2017
BY:

Notice | Legal Notice | Leg

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AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by Texas law.

24-1t-97li

CITY OF FARMERSVILLE

NOTICE OF PUBLIC HEARING

The City Council of the City of Farmersville will hold a Public Hearing on Tuesday, June 13, 2017, at 6:00 pm in the Council Chambers of City Hall, 205 South Main Street, Farmersville, Texas, to consider a Special Use Permit for commercial, amusement (indoor) for the Winners Sweepstakes to be located at 676 Hwy. 380, which address may also be known and referred to as 676 W. Audie Murphy Parkway, Farmersville, Texas.

This hearing is open to any interested persons. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing.

24-1t-41li

Winners SWEEPSTAKES

MISSION

Strategic Fundraising Solutions, LLC dba Winners Sweepstakes raises funds for 501C(3)s, (4)s and (5)s charities and benevolence organizations through innovative, technology based sweepstakes programs. These programs provide a fun and entertaining way for individuals to donate to charity, while having an opportunity to win cash prizes.

LOVE LIFE FOUNDATION DONATIONS

DATE	DONATION	MONTHLY
6/16/16	$1,934.00	
6/20/16	$2,750.30	
6/28/16	$3,188.00	
		$7,872.30
7/5/16	$3,003.50	
7/12/16	$2,204.10	
7/18/16	$1,785.40	
7/26/16	$1,941.00	
		$8,934.00
8/2/16	$1,671.00	
8/7/16	$3,289.00	
8/9/16	$3,635.90	
8/16/16	$3,168.90	
8/23/16	$2,959.00	
8/30/16	$2,342.00	
		$17,065.80
9/6/16	$3,289.90	
9/13/16	$3,666.40	
9/20/16	2,814.60	
9/27/16	2616.30	
		$12,387.20
10/4/16	1415.80	
10/10/16	3716.40	
10/17/16	2308.60	
10/25/16	3196.20	
		$10,637.00
11/1/16	1904.30	
11/7/16	2444.00	
11/15/16	2652.70	
11/22/16	2601.40	
11/28/16	2601.40	
		$12,203.80
12/6/16	1627.00	
12/12/17	2741.30	
12/20/16	2239.00	
12/27/16	2467.10	
		$9,074.40
TOTAL FOR 2016		$78,174.50

		$78,174.50
DATE	DONATION	MONTHLY
1/3/17	$2,972.00	
1/11/17	$2,065.90	
1/16/17	$3,728.40	
1/23/17	$3,721.60	
1/31/17	$2,439.30	
	$14,927.20	$14,927.20
2/6/17	$2,740.90	
2/14/17	$3,068.50	
2/21/17	$3,509.00	
2/28/17	$4,461.00	
	$13,779.40	$13,799.40
3/6/17	$4,366.20	
3/13/17	$5,394.30	
3/20/17	$3,891.40	
3/27/17	$2,518.70	
	16,170.60	16,170.60
4/3/17	3,575.50	
4/10/17	2,986.30	
	6,561.80	6,561.80
TOTAL TODATE:		$129,633.50

McKinney Police Association Benevolence Fund
DONATIONS

DATE	NET HOLD	DONATION	MONTHLY		DATE	NET HOLD	DONATION	$23,053.90
10/5/17	2,658.00	$265.80			4/2/17	15,679.00	1567.90	
10/11/17	3,231.00	$323.10			4/10/17	16,055.00	1605.50	
10/17/17	3,016.00	$301.60			4/17/17	17,496.00	1749.60	
10/24/17	1,393.00	$139.30						
10/31/17	6,835.00	$683.50						
	17,133.00	$1,713.30	$1,713.30				4923.00	$4,923.00
11/8/17	5,927.00	$592.70				TOTAL TODATE		$0.00
11/14/17	5,282.00	$528.20						$27,976.90
11/23/17	6,516.00	$651.60						
11/29/17	7,234.00	$723.40						
	24,959.00		$2,495.90					
12/5/17	7,387.00	$738.70						
12/13/17	8,107.00	$810.70						
12/20/17	8,596.00	$859.60						
12/27/17	6,633.00	$663.30						
	30,723.00		$3,072.30					
1/2/17	9,250.00	$925.00						
1/9/17	9,975.00	$997.50						
1/16/17	13,199.00	1,319.90						
1/24/17	13,181.00	1318.10						
1/30/17	12,198.00	1219.80						
	57,803.00	5780.30	$5,780.30					
2/6/17	12,384.00	1238.40						
2/13/17	14,835.00	1483.50						
2/20/17	13,505.00	1305.50						
2/27/17	13,053.00	1305.30						
		5332.70	$5,332.70					
3/6/17	10,294.00	1029.40						
3/13/17	11,163.00	1116.30						
3/20/17	14,030.00	1403.00						
3/27/17	10,207.00	1020.70						
		4569.40	$4,659.40					
			$23,053.90					

Love Life Foundation
6633 Virginia Pkwy.
McKinney, Tx 75071
www.lovelifefoundation.com

...helping children love life

March 2, 2016

To whom it may concern;

It is our understanding that Steve Bell with B&L Enterprises will be engaging in fundraising activities that will benefit Love Life Foundation. We authorize Steve Bell and B&L Enterprises to raise funds for Love Life in accordance with Section 51. Fund-Raising Activities of the IRS for a non-profit 501C3.

Love Life

STATEMENT OF UNDERSTANDING

PRESSING THE ACCEPT INDICATOR BELOW MEANS THAT YOU AGREE TO THE TERMS AN RULES OF THE SWEEPSTAKES AND ARE HEREBY INFORMED THAT A COMPLETE COPY OF THOSE RULES IS AVAILABLE UPON REQUEST AT THIS DONATION CENTER.

THANK YOU FOR DONATING TO THE LOVE LIFE FOUNDATION!

STRATEGIC FUNDRAISING SOLUTIONS, LLC

EXCLUSIVE CHARITY (501(c3) SWEEPSTAKES FUNDRAISING AGREEMENT

This Agreement is entered into the 7 day of ~~August~~ September 2016 between MCKINNEY POLICE ASSOCIATION BENEVOLENCE FOUNDATION (hereinafter referred to as "MPABF") whose address is: P.O. Box 521, McKinney. TX 75069 and STRATEGIC FUNDRAISING SOLUTIONS, LLC (hereinafter referred to as "SFS" or "Producer/Operator") corporate office located at 902 S McDonald, Suite 200, McKinney, Texas 75069 referred to as the "Parties" for the exclusive operation of sweepstakes fund raising program using the emblems and marks of MPABF in the promotion of the sweepstakes.

Whereas, MPABF mission is to bring the community together to change the world one home, one family at a time.

Whereas, SFS is engaged in the business of leasing space to produce and operate charity sweepstakes for MPABF, exclusively.

Whereas, MPABF desires to engage SFS to use its expertise and its facilities to produce and operate a sweepstakes for MPABF as their exclusive producer.

The Parties Hereto, further agree as follows:

1. MPABF will receive 10% of Net Donations received from the MPABF sweepstakes fund raising program operated by SFS.
2. SFS will not operate or provide any additional services at this facility that only MPABF can provide.
3. SFS is responsible for payment of all operating expenses of the MPABF sweepstakes advertising and promotional campaign.
4. All monies due and payable to MPABF, are to be paid by SFS on a weekly basis thru an independent paymaster service, Connect 13.
5. The laws of the State of Texas will govern this Agreement.
6. The initial term of the agreement is twelve (12) months. After expiration of the initial term the agreement shall continue in full force and effect until such time as is cancelled by either party. Either party may cancel the agreement after the initial term, with or without cause by giving thirty (30) days written notice to the other Party to do so.
7. The Parties agree that unless agreed to in writing, neither of the Parties may assign this Agreement without express consent of the other.
8. Neither Party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed Party's reasonable control.

9. This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the Parties with respects to its subject matter and supersedes all prior agreements, proposal, negotiations, representations or communications relating to the subject matter. Both Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

In Witness Whereof, the Parties represent to each other that they have the authority to sign this Agreement and have executed this Agreement, in duplicate originals on the day and year stated above.

McKinney Police Association Benevolence Foundation

By: _____

Title: PRESIDENT 9-7-16

Strategic Fundraising Solutions, LLC

By: _____

Title: President 9/7/16

STRATEGIC FUNDRAISING SOLUTIONS, LLC
EXCLUSIVE CHARITY 501(C)4 SWEEPSTAKES FUNDRAISING AGREEMENT

This Agreement is entered into the 27 day of March 2017 between GREENVILLE MUNICIPAL POLICE ASSOCIATION (hereinafter referred to as ***GMPA***") whose address is: P.O.B 1392 Greenville, Texas 75403 and STRATEGIC FUNDRAISING SOLUTIONS, LLC (hereinafter referred to as "***SFS***" or "Producer/Operator") dba WINNERS SWEEPSTAKES, corporate office located at 902 S McDonald, Suite 200, McKinney, Texas 75069 referred to as the "Parties" for the exclusive operation of sweepstakes fund raising program using the emblems and marks of GMPA in the promotion of the sweepstakes.

Whereas, GMPA's vision is to ensure all children are living in a loving, nurturing, safe family and community enjoying good health and wellbeing.

Whereas, SFS is engaged in the business of leasing space to produce and operate charity sweepstakes for GMPA, exclusively.

Whereas, GMPA desires to engage SFS to use its expertise and its facilities to produce and operate a sweepstakes for GMPA as their exclusive producer.

The Parties Hereto, further agree as follows:

1. GMPA will receive 10% of Net Donations received from the GMPA SFS sweepstakes fund raising program operated by SFS.
2. SFS will not operate or provide any additional services at this facility that only GMPA can provide.
3. SFS is responsible for payment of all operating expenses of the GMPA sweepstakes advertising and promotional campaign.
4. All monies due and payable to GMPA, are to be paid by SFS on a weekly basis thru an independent paymaster service, Connect 13, by making said payment via Check to the account designated by GMPA.
5. The laws of the State of Texas will govern this Agreement.
6. The initial term of the agreement is twelve (12) months. After expiration of the initial term, the agreement shall continue in full force and effect until such time as is cancelled by either party. Either party may cancel the agreement after the initial term, with or without cause by giving thirty (30) days written notice to the other Party to do so.
7. The Parties agree that unless agreed to in writing, neither Party may assign this Agreement without the express consent of the other.
8. Neither Party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed Party's reasonable control.

9. All liabilities, debts, and obligations of SFS incurred by SFS in the operation, maintenance and upkeep in conducting the sweepstakes on behalf of GMPA are the sole liabilities, responsibilities and obligations of SFS and must be satisfied and paid solely by SFS. SFS agrees to forever hold harmless, indemnify, and defend GMPA and its property from any claim arising from these liabilities and obligations and/or in the operation, maintenance and upkeep in operating the sweepstake.

10. Any taxes, interest, or penalties that SFS and/or GMPA may owe to any taxing authority, foreign or domestic, for years or taxable periods are the sole liabilities and obligations of each party. Each party agrees to forever hold harmless and indemnify each other from any claim.

11. The parties further agree that in the event SFS ceases conducting the sweepstake on behalf of GMPA, GMPA will have no claim, interest, obligations or ownership in the leasehold or any property owned by SFS.

11. This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the Parties with respects to its subject matter and supersedes all prior agreements, proposal, negotiations, representations or communications relating to the subject matter. Both Parties acknowledge that they have not been induced into entering into this Agreement by any representations or promises not specifically stated herein.

In Witness Whereof, the Parties represent to each other that they have the authority to sign this Agreement and have executed this Agreement, in duplicate originals on the day and year stated above.

Greenville MUNICIPAL Police ASSOCIATION 501 (c) 4 Non-Profit

By: _____

Title: President

Strategic Fundraising Solutions, LLC

By: _____
STEVE BELL

Title: President

CITY OF SHERMAN

Certificate of Occupancy

THIS FORM WAS PRINTED ON 3/21/2017

This Certificate of Occupancy is issued pursuant to the requirements of the City of Sherman's Building, Fire, Health, Zoning Laws and Ordinances of the City of Sherman. Violators shall be subject to a fine of not more than $100 per day so long as such violation exists or is permitted to exist.

PROJECT #:	170551
PROJECT ADDRESS:	1415 S SAM RAYBURN FWY 600
ZONING DISTRICT	C-2 GENERAL COMMERCIAL
PROPOSED USE:	DONATION CENTER OFFICE
EXISTING OR FORMER USE:	
FIRM OR BUSINESS NAME:	STRATEGIC FUNDRAISING SOLUTION
PROPERTY OWNER:	STRATEGIC FUNDRAISING SOLUTION
ADDRESS:	6401 ELDORADO STE 122
CITY, STATE ZIP:	MCKINNEY TX 75070
PHONE:	214-507-9929
LESSEE:	STEVE BELL
ADDRESS:	6401 ELDORADO PARKWAY STE 122
CITY, STATE ZIP:	MCKINNEY TX 75070
PHONE:	214-507-9929

I, WE, UNDERSTAND THAT SHOULD THE SAID STRUCTURE OR PREMISES AS IDENTIFIED AND DESCRIBED HEREIN BE USED OR OCCUPIED IN VIOLATION OF THIS AGREEMENT OR IN VIOLATION OF ANY OF THE DIVISIONS OF ANY BUILDING, FIRE, HEALTH, OR ZONING LAWS OR ORDINANCES OF THE CITY OF SHERMAN, THAT WE SHALL BE SUBJECT TO THE MAXIMUM FINE PERMITTED PER DAY SO LONG AS SUCH VIOLATION EXISTS OR IS PERMITTED TO EXIST.

OWNER

LESSEE

(APPROVED BY BUILDING OFFICIAL)

3/23/17
DATE

POST IN A CONSPICUOUS PLACE

Sounds great. I'm available to sit down and answer any questions that you guys may have in how this works. I just noticed that NTTA started a sweepstakes program using the exact same rules that we're following.

It's a great program that's benefiting several local charities that I referenced in my previous e-mail. Please let me know what you need from me. Have a great day

Kind regards,

Richard

Sent from my iPhone

On Mar 28, 2017, at 11:08 AM, Brian Baker <bbaker@thecolonytx.gov> wrote:

Sir,

I am the President of our Police Association and was given your information by Chief Coulon. We are interested in fundraising ideas.

Brian Baker
Detective - Crimes Against Persons
The Colony Police Department
5151 North Colony Blvd., The Colony, TX 75056
972-624-3933 Desk
972-624-2284 Fax

www.thecolonytx.gov
facebook.com/thecolonytexas
twitter.com/TheColonyTexas

<image001.png>

From: richardcleveland@yahoo.com
Subject: Re: Fundraising
Date: March 28, 2017 at 11:50 AM
To: Brian Baker bbaker@thecolonytx.gov

STRATEGIC FUNDRAISING SOLUTIONS, LLC
EXCLUSIVE CHARITY and BENOVLENCE FUND SWEEPSTAKES FUNDRAISING AGREEMENT

This Agreement is entered into the ___ day of _____ 2017 between FARMERSVILLE POLICE ASSOCIATION (hereinafter referred to as FPA") whose address is: _____FARMERSVILLE, Texas 75442 and STRATEGIC FUNDRAISING SOLUTIONS, LLC (hereinafter referred to as "***SFS***" or "Producer/Operator") dba WINNERS SWEEPSTAKES, corporate office located at 902 S McDonald, Suite 200, McKinney, Texas 75069 referred to as the "Parties" for the exclusive operation of sweepstakes fund raising program using the emblems and marks of FPA in the promotion of the sweepstakes.

Whereas, FPA's vision is to ensure all children are living in a loving, nurturing, safe family and community enjoying good health and wellbeing.

Whereas, SFS is engaged in the business of leasing space to produce and operate charity sweepstakes for FPA, exclusively.

Whereas, FPA desires to engage SFS to use its expertise and its facilities to produce and operate a sweepstakes for FPA as their exclusive producer.

The Parties Hereto, further agree as follows:

1. FPA will receive 10% of Gross Donations received after payouts from the FPA sweepstakes fund raising program operated by SFS.
2. SFS will not operate or provide any additional services at this facility that only FPA can provide.
3. SFS is responsible for payment of all operating expenses of the FPA sweepstakes advertising and promotional campaign.
4. All monies due and payable to FPA, are to be paid by SFS on a weekly basis thru an independent paymaster service, Connect 13, by making said payment via Check to the account designated by FPA.
5. The laws of the State of Texas will govern this Agreement.
6. The initial term of the agreement is twelve (12) months. After expiration of the initial term, the agreement shall continue in full force and effect until such time as is cancelled by either party. Either party may cancel the agreement after the initial term, with or without cause by giving thirty (30) days written notice to the other Party to do so.
7. The Parties agree that unless agreed to in writing, neither Party may assign this Agreement without the express consent of the other.
8. Neither Party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed Party's reasonable control.

9. All liabilities, debts, and obligations of SFS incurred by SFS in the operation, maintenance and upkeep in conducting the sweepstakes on behalf of FPA are the sole liabilities, responsibilities and obligations of SFS and must be satisfied and paid solely by SFS. SFS agrees to forever hold harmless, indemnify, and defend FPA and its property from any claim arising from these liabilities and obligations and/or in the operation, maintenance and upkeep in operating the sweepstake.

10. Any taxes, interest, or penalties that SFS and/or FPA may owe to any taxing authority, foreign or domestic, for years or taxable periods are the sole liabilities and obligations of each party. Each party agrees to forever hold harmless and indemnify each other from any claim.

11. The parties further agree that in the event SFS ceases conducting the sweepstake on behalf of FPA, FPA will have no claim, interest, obligations or ownership in the leasehold or any property owned by SFS.

11. This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the Parties with respects to its subject matter and supersedes all prior agreements, proposal, negotiations, representations or communications relating to the subject matter. Both Parties acknowledge that they have not been induced into entering into this Agreement by any representations or promises not specifically stated herein.

In Witness Whereof, the Parties represent to each other that they have the authority to sign this Agreement and have executed this Agreement, in duplicate originals on the day and year stated above.

Farmersville Police Association

By: _____

Title: President

Strategic Fundraising Solutions, LLC

By: _____
STEVE BELL

Title: President

COMPARISON OF SWEEPSTAKES vs AMUSEMENT GAMES (8-LINERS)

ITEM	SWEEPSTAKES	AMUSEMENT GAMES vs (8-LINERS)
Authority	Sweepstakes are regulated by Ch. 45 Business & Commercial code referred to as The Sweepstakes Act. Sweepstakes are also regulated at the federal level by U.S. Code Title 39, Part IV, Chapter 30 § 3001	Amusement games are authorized by the Penal Code Ch. 47.01. In 2003, during the78th session of Legislature declined to amend Penal Code to include video sweepstakes in the definition of a gambling device. As a result, video sweepstakes are not prohibited in Texas and are regulated by Ch. 45 of the Business & Commerce Code--not the Penal Code. See the analysis and history of HB 977 and HB 1478.
Can Cash Prizes be Paid?	Yes. Sweepstakes winnings may be paid as cash prizes.	No. Amusement game winnings must be redeemed exclusively with non-cash merchandise prizes, toys, or novelties, or a representation of value redeemable for those items.
Restrictions on Winnings	Sweepstakes are subject to additional regulation if a single prize is offered with a greater value greater than $50,000.	Amusement games must be 10X compliant. The player is exclusively rewarded "with non-cash merchandise prizes, toys, or novelties, or a representation ofvalue redeemable for those items, that have a wholesale value available from a single play of the game or device of not more than 10X the amount charged to play the game or device once or $5, whichever is less.
Is There A Cost to Play?	No. All Sweepstakes entries are free and alternative methods exist to receive entries without a purchase or donation as required by Texas and Federal Statue.	Yes. The user must stake something of value to obtain an outcome from thegame. This meets the definition of gambling from the Penal Code Ch. 47.01(1) which states "Bet" means an agreement to win or lose something of value solely or partially by chance.
Is There a Finite Pool of entries?	Yes. The Sweepstakes is created with a single pool of finite entries.	No. 8-liners cannot create a finite number of game pieces. They use a random number generator to determine the winning plays.
Are There a Specific Number of Prizes?	Yes. The number & type of prizes to be awarded is determined at the time thesweepstakes is created.	No. The prizes varies based on number of prizes previously awarded.
Are the Prizes Predetermined.	Yes. Each prize is associated with an entry at the the sweepstakes is created.	No. The prizes varies based on number of prizes previously awarded.
Are the Odds Predetermined?	Yes. The odds are determined at the time Sweepstakes is created.	No. Odds change with each play. The operator can change the percentage ratio of money bet to the prizes to be paid.
Are Civil Penalties Available?	Yes. Penalties are no less than $5,000 or more than $50,000 for each violation.	No. Amusement games are governed by the Penal Code.
Are Winnings Considered Gambling for Tax Purposes?	No. The IRS has ruled in Technical Advice Memorandum No. 200417004 that Sweepstakes winnings are not gambling winnings.	Yes. Amusment games are gambling. The user has won or lost something of value soley or partially by chance.

Texas Sweepstakes Act
BUSINESS & COMMERCE CODE
CHAPTER 622. SWEEPSTAKES

Sec. 622.001. DEFINITIONS. In this chapter:
(1) "Credit card" means a card that, if covered by the law of this state, would be subject to a lender credit card agreement, as defined by Section 301.002, Finance Code, except that the term does not exclude a card that is subject to an agreement under which:(A) the obligations are payable in full each month and not deferred; and(B) no finance charge is assessed when the obligations are paid.

(2) "Debit card" means a card offered by an institution the deposits of which are insured by the Federal Deposit Insurance Corporation or another agency, corporation, or instrumentality chartered by the United States government.

(3) "Imply" means to use any means by which an implication can be conveyed, including:(A) a statement, question, or request;(B) conduct;(C) a graphic or symbol; and(D) lettering, coloring, font size, font style, or formatting.

(4) "Sweepstakes" means a contest that awards one or more prizes based on chance or the random selection of entries.

Sec. 622.002. ACTS CONSTITUTING CONDUCTING SWEEPSTAKES. For purposes of this chapter, a person conducts a sweepstakes if the person distributes material that:
(1) promotes a sweepstakes;

(2) describes one or more sweepstakes prizes;

(3) states one or more sweepstakes rules;

(4) includes a current or future opportunity to enter a sweepstakes; or

(5) provides a method for the recipient of the material to obtain additional information about a sweepstakes.

SUBCHAPTER B. APPLICABILITY OF CHAPTERSec. 622.051. CHAPTER LIMITED TO SWEEPSTAKES CONDUCTED THROUGH MAIL; EXCEPTION. (a) This chapter applies only to a sweepstakes conducted through the mail.(b) This chapter does not apply to a sweepstakes for which the only use of the mail is for a consumer to return an entry form to the sweepstakes sponsor.

Sec. 622.052. PRIZE VALUE LESS THAN $50,000.
(a) This chapter does not apply to a sweepstakes in which the value of the most valuable prize is less than $50,000.

(b) For purposes of this section, the value of a prize is the greatest of the prize's:(1) face value;(2) fair market value; or(3) present financial value.

Sec. 622.053. ADVERTISEMENT OR INSERT IN MAGAZINE, NEWSPAPER, OR CATALOG. This chapter does not apply to a sweepstakes conducted through an advertisement or insert in:
(1) a magazine or newspaper:(A) that is a publication in which more than 40 percent of the total column inches in each issue consist of advertising space purchased by companies other than:(i) the publisher;(ii) an affiliate of the publisher; or(iii) a vendor for the publisher or an affiliate; and(B) that is a publication for which more than 50 percent of the total number of copies distributed of each issue are provided to customers who paid for the copy; or

(2) a catalog that is a promotional booklet listing merchandise for sale and that:(A) is at least 24 pages long;(B) has a circulation of at least 250,000; and(C) either:(i) requires customers to go to a physical location to purchase the advertised items; or(ii) is published by a company that derives more than 50 percent of the company's total gross revenue from sales occurring at physical locations.

Sec. 622.054. CHARITABLE RAFFLE.
This chapter does not apply to a charitable raffle regulated by Chapter 2002, Occupations Code.

Sec. 622.055. SWEEPSTAKES REGULATED BY ALCOHOLIC BEVERAGE CODE. This chapter does not apply to a sweepstakes regulated by the Alcoholic Beverage Code.

Sec. 622.056. COMPANY REGULATED UNDER PUBLIC UTILITY REGULATORY ACT. This chapter does not apply to a company regulated under Title 2, Utilities Code.

Sec. 622.057. AIR CARRIER; AIRMAN ASSOCIATION. This chapter does not apply to:(1) a company that is an air carrier subject to Title 49, United States Code; or(2) a nonprofit association of airmen who are subject to that title.

Sec. 622.058. CERTAIN RECREATIONAL EVENTS. This chapter does not apply to a drawing for the opportunity to participate in a hunting, fishing, or other recreational event conducted by the Parks and Wildlife Department.

Sec. 622.059. CERTAIN FOOD PRODUCTS. This chapter does not apply to a sweepstakes promoting one or more food products regulated by the United States Food and Drug Administration or the United States Department of Agriculture.

Sec. 622.060. AUDIOVISUAL ENTERTAINMENT WORK, PRODUCT, OR SOUND RECORDING. This chapter does not apply to a company if 75 percent or more of the company's business is:
(1) the systematic development, planning, and execution of creating audiovisual entertainment works, products, or sound recordings; and

(2) the distribution, sale, and marketing of those works, products, or recordings.

Sec. 622.061. CABLE SYSTEM. This chapter does not apply to a company that owns or operates a cable system, as defined by 47 U.S.C. Section 522, as amended.

SUBCHAPTER C. PROHIBITED ACTS OR CONDUCTSec. 622.101. CONNECTING SWEEPSTAKES ENTRY OR OPERATION TO ORDER OR PURCHASE.
(a) A person conducting a sweepstakes may not use a mechanism for entering the sweepstakes that:
(1) has any connection to ordering or purchasing a good or service;
(2) is not identical for all individuals entering the sweepstakes; and
(3) does not have printed on the entry form, in a font size at least as large as the largest font size used on the entry form, the following language: "Buying Will Not Help You Win. Your chances of winning without making a purchase are the same as the chances of someone who purchases something. It is illegal to give any advantage to buyers in a sweepstakes."

(b) A person conducting a sweepstakes may not:
(1) require an individual to order, purchase, or promise to purchase a good or service to enter the sweepstakes;
(2) automatically enter an individual in the sweepstakes because the individual ordered, purchased, or promised to order or purchase a good or service; or
(3) solicit business using an order form or purchasing mechanism that has any role in the operation of the sweepstakes.

(c) Subsections (a)(1) and (b)(3) do not apply to a single sheet of paper that contains both a sweepstakes entry form and an order form if:
(1) the order form is perforated or detachable; and
(2) the entry form must be separated from the order form and returned to a different address than the order form.

(d) Subsections (a) and (b)(2) and (3) do not apply to a sweepstakes offered to promote a credit card or debit card if the official rules of the sweepstakes provide that consumers are entered in the sweepstakes based on the number of purchases made or the amount of money spent. The exception provided by this subsection applies only to a person offering a sweepstakes who qualified as an issuer as of January 1, 2001.

(e) Subsections (a) and (b)(2) and (3) do not apply to a company offering a sweepstakes in which the consumer must go to a physical location to obtain or use the goods or services being sold by the company.

Sec. 622.102. USING MULTIPLE SWEEPSTAKES ENTRY ADDRESSES OR MULTIPLE PURPOSES FOR ADDRESS. A person conducting a sweepstakes who provides for entering the sweepstakes by mail may not:
(1) accept entries at more than one address; or
(2) use the address for entry in the sweepstakes for any other purpose.

Sec. 622.103. ALLOWING CHOICE OF PRIZE OR INDICATION OF PREFERRED PRIZE CHARACTERISTICS. A person conducting a sweepstakes may not:
(1) solicit an individual to enter the sweepstakes by invitation or other opportunity; and
(2) allow the individual to choose, or indicate the preferred characteristics of, a prize to be awarded in the sweepstakes unless the choice or indication:(A) is made on the sweepstakes entry form; and(B) does not appear on, and is not in any way connected to, an order form or other purchasing mechanism.

Sec. 622.104. SENDING SWEEPSTAKES MATERIAL THAT INCLUDES CERTAIN STATEMENTS OR IMPLICATIONS. A person conducting a sweepstakes may not send material accompanying or relating to the sweepstakes or an offer to enter the sweepstakes that:
(1) states or implies that:
(A) an individual must comply with a restriction or condition to enter the sweepstakes, unless all individuals entering the sweepstakes are required to comply with the identical restriction or condition;
(B) an individual's chances of winning a prize in the sweepstakes are higher, lower, or different in any way because of a factor or circumstance that does not relate to the manner in which a winner is selected;
(C) a winner will be selected at a time or place or in a manner that is different from the actual time or place at which or manner in which a winner is selected;
(D) an individual who orders or purchases a good or service will receive a benefit or be treated differently in the sweepstakes in comparison to an individual who does not order or purchase a good or service; or
(E) an individual who does not order or purchase a good or service will be disadvantaged or treated differently in the sweepstakes in comparison to an individual who orders or purchases a good or service;

(2) states or implies falsely that the individual receiving the material has received special treatment or personal attention from the offeror of the sweepstakes or any officer, employee, or agent of the offeror; or

(3) states that the recipient of the material:
(A) is a winner, if the recipient is not a winner;

(B) may be a winner;
(C) will be a winner if certain conditions are met or certain events occur;
(D) may be or will be among the group from which a winner will be selected; or
(E) has in any way a better chance than another individual of being chosen as a winner.

Sec. 622.105. USING GAME PIECE TO CONVEY INFORMATION OR OFFER TO ENTER. A person conducting a sweepstakes may not convey information about the sweepstakes or an offer to enter the sweepstakes by using a scratch-off device or any other game piece that suggests an element of chance or luck.

Sec. 622.106. PUBLISHING ADVERTISEMENTS OR RULES WITH INCONSISTENT OR INCOMPLETE PRIZE DESCRIPTIONS. A person conducting a sweepstakes may not publish or cause to be published:
(1) different advertisements for the same sweepstakes that contain inconsistent descriptions of the grand prize to be awarded through the sweepstakes; or
(2) official rules of the sweepstakes that do not uniquely identify the prizes to be awarded and the date the prizes will be awarded.

Sec. 622.107. ENGAGING IN CONDUCT THAT FALSELY INDICATES AN INDIVIDUAL HAS WON. A person conducting a sweepstakes may not:
(1) ask an individual to provide any information or take any action consistent with the individual winning a sweepstakes prize, unless the individual has won a sweepstakes prize; or
(2) provide an individual who has not yet won a sweepstakes prize with a document or other item that simulates an event, circumstance, or condition connected with being a sweepstakes winner.

Sec. 622.108. AWARDING MULTIPLE PRIZES. A person conducting a sweepstakes may not award multiple prizes in the sweepstakes unless all prizes are awarded on the same date and through the same selection process.

Sec. 622.109. MAILING CERTAIN OFFERS DURING PERIOD FOLLOWING SWEEPSTAKES. A person conducting a sweepstakes may not, during the 30-day period immediately following the last date on which the person conducted the sweepstakes through the mail, offer through the mail:
(1) an opportunity to enter a sweepstakes; or
(2) a nonsweepstakes prize, gift, premium, giveaway, or skill contest.

Sec. 622.110. PROVIDING NAMES OR ADDRESSES USED IN PROHIBITED SWEEPSTAKES. A person may not provide names or addresses of residents of this state that are used in conducting a sweepstakes that the person knows violates this chapter.

SUBCHAPTER D. ACTS OR CONDUCT NOT PROHIBITED
Sec. 622.151. DESCRIPTION OF METHOD OF CHOOSING WINNER. This chapter does not prohibit a sweepstakes sponsor from describing in the official sweepstakes rules the method to be used in choosing a winner.

Sec. 622.152. NOTIFICATION OF AND AFFIDAVIT FROM WINNER. This chapter does not prohibit a sweepstakes sponsor, after a winner has been chosen, from:(1) notifying an individual chosen as a winner; or
(2) obtaining from an individual chosen as a winner an affidavit to verify that the individual:(A) is eligible to win the prize; and(B) has complied with the sweepstakes rules.

SUBCHAPTER E. ENFORCEMENTSec. 622.201.
ACTION BY ATTORNEY GENERAL; VENUE.
The attorney general may bring an action under this chapter by filing suit in a district court in Travis County or in any county in which a violation occurred.

Sec. 622.202. CIVIL PENALTY.
(a) The court shall award the attorney general a civil penalty of not less than $5,000 or more than $50,000 for each violation found.
(b) If the material accompanying or relating to a sweepstakes or an offer to enter a sweepstakes contains multiple statements, implications, representations, or offers that are prohibited by this chapter, each statement, implication, representation, or offer is a separate violation and results in a separate civil penalty. Each individual who receives the material constitutes an additional and separate group of violations of this chapter.

Sec. 622.203. LIABILITY FOR PROVIDING NAMES OR ADDRESSES USED IN PROHIBITED SWEEPSTAKES.
(a) A person who violates Section 622.110 is liable for the cumulative civil penalties that result from the person's conduct.
(b) Liability of a person under Subsection (a) does not reduce the liability of the person who conducted the sweepstakes.

Sec. 622.204. INJUNCTIVE AND OTHER RELIEF.
The court may also award injunctive relief or other equitable or ancillary relief that is reasonably necessary to prevent violations of this chapter.

Sec. 622.205. NO PRIVATE RIGHT OF ACTION. This chapter does not create a private right of action.

Sec. 622.206. RECOVERY OF EXPENSES BY ATTORNEY GENERAL.
If the attorney general substantially prevails, the court shall award the attorney general reasonable expenses incurred in recovering a civil penalty under this subchapter, including court costs, reasonable attorney's fees, reasonable investigative costs, witness fees, and deposition expenses.

OFFICIAL SWEEPSTAKES RULES

NO-PURCHASE, OR DONATION NECESSARY, METHOD OF ENTRY

As an alternative means of entry into the Winners Sweepstakes, a participant must mail an eligible photo copy of their driver's license, or other government identification, and a 3 X 5 inch card on which the player has legibly hand written the player's first and last name, complete mailing address, (e.g. street, city, state, ZIP code), telephone number, date of birth and the location that they would like to have their Sweepstakes entries revealed. The card and photocopy of the driver's license must be placed in a #10 envelope and mailed to:

Winners Sweepstakes
902 S. McDonald
Suite 200
McKinney, Texas 75069

NO PHOTOCOPIES, REPRODUCTIONS, OR FACSIMILES OF THE 3 X 5 INCH CARD ARE ALLOWED

1. **WINNERS SWEEPSTAKES SHALL NOT BE RESPONSIBLE FOR LOST, ILLEGIBLE, INCOMPLETE, STOLEN MISDIRECTED, MUTILATED, OR POSTAGE-DUE MAIL.**
2. **THE ODDS OF WINNING BY MAIL IN ENTRY WILL BE ACCORDED EQUAL OPPORTUNITIES TO PARTICIPATE AND WIN IN SWEEPSTAKES HELD AT PARTICIPATING WINNERS SWEEPSTAKES LOCATIONS, AND WILL DEPEND ON THE NUMBER OF ENTRANTS.**

PROMOTIONAL PERIOD AND TERMINATION

Promotional period begins on February 1, 2017 at 12 a.m. Central Time (CT), and ends on the earlier to occur of (1) January 31, 2018 at 11:59 p.m. (CT): (2) or when all available entries are distributed. ("Sweepstakes") Sponsor also reserves the right to terminate this promotion by giving notice deemed appropriate by Sponsor on any Day in which case the promotion will terminate not less than the 7th day following the day on which notice of termination was given or the date stated in the notice... whichever is longer. Limit one request per person per day. Mailed request must be received no later than January 15, 2018. The program begins on or about February 1, 2017. The promotion ends when supplies of Winners Sweepstakes "Instant Promotion Plays" are exhausted, but in no case no later than January 15, 2018.

For problems or assistance ask location management. A donation is non-transferable and non-refundable.

HOW TO PARTICIPATE

Participants must enter the sweepstakes by methods provided at participating donation centers or by alternate methods of entry described in these rules. Winners are displayed by having winning symbols in a row.

HOW TO CLAIM PRIZES

All cash prizes up to $100 may be claimed at the cashier at the locations in which you made your donation or purchase. Donation centers reserve the right to pay all winners over $100 with cashier's check, money order, or cash within 24 hours.

GENERAL CONDITIONS

Winners Sweepstakes and participating locations are not responsible for lost, late, illegible, mutilated, postage due, or misdirected mail requests. The sweepstakes portion of winning entries become the property of the company and will not be returned. Participants agree to hold harmless Winners, the location and their respective directors, officers, members, employees, attorneys, affiliated organizations and agents for any damage, injury, death, or loss or other liability that may result from their acceptance or use of this prize, or participation on this program, or the use or misuse of the Winners Sweepstakes terminals. By participating, participants agree not to contest the outcome of the promotion and to fully comply with the official rules. Prizewinners are solely responsible for all federal, state and local taxes. Void where prohibited by law. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes, or be acting in violation of these Official Rules, or any other disruptive manner. Any attempt by any person to deliberately damage Sponsor's or any promoter's website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such attempt be made, Sponsor and promoters reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

ELLIGIBILITY

Sweepstake entries are open to participants 18 years of age or older, except persona who from and after January 1, 2017 were or agents of Winners, this location, their advertising or promotion agencies, and any affiliated organizations; individuals engaged in the development, production, distribution of material, or implementation of the promotion; and the immediate family of any person in any of the above classes.

ODDS OF WINNING

Odds of winning may vary depending on promotion played, vouchers received, and the number of participants in the promotion. Odds of winning are posted at each participating location.

FREE SWEEPSTAKES ENTRIES

All Sweepstakes entries are free regardless of how they were obtained. All entries, received at either a donation center or by mail have the same odds as the Sweepstakes entries obtained for making a donation.

RELEASE AND LIMITATION OF LIABILITY

By participating in the sweepstakes, entrants agree to release and hold harmless Sponsor's, Promoters, their respective officers, directors, employees, parent companies and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the sweepstakes or receipt or use of any prize including but not limited to:

(a) Unauthorized human intervention in the Sweepstakes
(b) Technical errors related to computers, servers, providers, or telephone or network lines
(c) Printing errors
(d) Errors in the administration of the Sweepstakes or the processing of entries
(e) Injury or damage to persons or property which may be caused directly or indirectly in whole or in part from entrants participation in the Sweepstakes or receipt of any prize.

Entrant further agrees that in any cause of action, sponsors liability will be limited to the cost or entering and participating in the Sweepstakes and in no event shall Sponsor be liable for attorney's fees.

Entrant waives the right to claim any damages whatsoever including but not limited to punitive, consequential, and direct or indirect damages accept where prohibited. Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved under the laws of the State of Texas, USA without respect of any conflict of law issues and entrant agrees that such shall be resolved individually, without resort to any form of class action and exclusively by the U.S. Federal and State Courts of Texas.

PUBLICITY

Except where prohibited, participation in the Sweepstakes constitutes winners consent to Sponsor's use of winner's name, likeness, voice, opinions, hometowns and state for promotional purposes in any media worldwide without further payment or consideration.

OFFICIAL SWEEPSTAKES RULES

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ELLIGIBILITY

Sweepstake entries are open to participants 18 years of age or older, except persona who from and after January 1, 2017 were or agents of Winners, this location, their advertising or promotion agencies, and any affiliated organizations; individuals engaged in the development, production, distribution of material, or implementation of the promotion; and the immediate family of any person in any of the above classes.

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Odds of winning may vary depending on promotion played, vouchers received, and the number of participants in the promotion. Odds of winning are posted at each participating location.

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RELEASE AND LIMITATION OF LIABILITY

By participating in the sweepstakes, entrants agree to release and hold harmless Sponsor's, Promoters, their respective officers, directors, employees, parent companies and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the sweepstakes or receipt or use of any prize including but not limited to:

(a) Unauthorized human intervention in the Sweepstakes
(b) Technical errors related to computers, servers, providers, or telephone or network lines
(c) Printing errors
(d) Errors in the administration of the Sweepstakes or the processing of entries
(e) Injury or damage to persons or property which may be caused directly or indirectly in whole or in part from entrants participation in the Sweepstakes or receipt of any prize.

Entrant further agrees that in any cause of action, sponsors liability will be limited to the cost or entering and participating in the Sweepstakes and in no event shall Sponsor be liable for attorney's fees.

Entrant waives the right to claim any damages whatsoever including but not limited to punitive, consequential, and direct or indirect damages accept where prohibited. Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved under the laws of the State of Texas, USA without respect of any conflict of law issues and entrant agrees that such shall be resolved individually, without resort to any form of class action and exclusively by the U.S. Federal and State Courts of Texas.

PUBLICITY

Except where prohibited, participation in the Sweepstakes constitutes winners consent to Sponsor's use of winner's name, likeness, voice, opinions, hometowns and state for promotional purposes in any media worldwide without further payment or consideration.

T. 416-479-3873 F. 905-731-0512

50:50 Central®

BUILDING
EXCITEMENT & COMMUNITIES
ONE RAFFLE AT A TIME

50 MINTHORN BLVD. SUITE 400
THORNHILL, ONTARIO, L3T 7X8
T. 416-479-3873 F. 905-731-0512

50:50 Central®

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THORNHILL, ONTARIO, L3T 7X8
T. 416-479-3873 F. 905-731-0512

TEXAS SPLIT

Texas Rangers
Follow us

FOR LUCKY NUMBERS:

Z-100361	Z-121015
Z-135138	Z-140941
Z-150433	Z-152176
Z-162306	Z-178070
Z-179500	Z-187377
Z-208739	Z-225917
Z-230723	Z-233344
Z-241996	Z-252034
Z-255847	Z-297161
Z-305009	Z-312927
Z-330586	Z-346519
Z-362410	Z-365771
Z-377158	Z-404246
Z-411652	Z-428816
Z-429583	Z-429650
Z-430212	Z-449451
Z-455076	Z-503071
Z-532147	Z-541080
Z-555714	Z-571461
Z-593728	Z-598232

Product 40 for $20
delivered to
7000 [illegible]

Texas Rangers Foundation
A Heart for Kids

MONOPOLY PRIZE MANIA GAME AT McDONALD'S® 2016

PROMOTION RULES ("RULES")

From: **Online Rewards** no-reply@online-rewards.com
Subject: **You've been so loyal to us...Get rewarded for it!**
Date: **March 21, 2017 at 9:40 AM**
To: rshelf13@gmail.com

NTTA
NORTH TEXAS TOLLWAY AUTHORITY

Toll PERKS
Drive. Earn. Win. Repeat.

Dear RONNIE,

You've been a loyal TollTag customer, so we'd like to say "thank you" by enrolling you in our rewards program, TollPerks!

We've made it easier than ever to activate your rewards account - just **click here**, have your driver's license ready, and follow the simple instructions. Then you're ready to take advantage of the special offers and begin earning points for valuable prizes.

Activate Your Account To Win

Once you **activate** your TollPerks account, you'll be eligible to win a 2016 Acura® TLX lease, a 55" TV, a travel package, a fuel card or thousands of other valuable prizes!

Drive. Earn. Win. Repeat.

Get started now!

In addition to the chance to win the prizes above, you also get all of the amazing benefits of Tollperks. This includes prizes, surprises, rewards, and value discounts for many of your favorite brands at every turn.

Featured Vouchers and Offers

Carmel Car Wash
Free Offer
Save a full service "Wheel Deal" for $34.95 and get a free travel "amazing shine" upgrade!

Priority Pass
Free Offer
Save $50 on Priority Pass Global Airport Lounge Access.

Elliott's Hardware
5,000 Points
Free $25 gift card with any $200 purchase

Dough Pizzeria Napoletana
1,000 Points
Save $10 when you Spend $30 or more.

Smoothie King
Free Offer
Save $2 off any medium or large smoothie

Take 5 Oil Change
Free Offer
Save 25% off your next service at Take 5 Oil Change.

FreedomPark DFW
Free Offer
25% off Your first valet reservation

Studio Movie Grill
Free Offer
Save 25% off tickets at any DFW location

30-Second Activation

Disclaimer: To enter the Sweepstakes contest, TollTag customers must activate their TollPerks account and play the Instant Win game. TollTag customers receive one token when they activate their account. Each time participants play the Instant Win game during the entry period, they will receive another sweepstakes entry. Neither Sponsor nor Sweepstakes Administrator will correspond regarding receipt of entries. All entries submitted become the sole property of Sponsor and will not be returned. The Sweepstakes period will begin on March 3, 2017, at 12:00 am (CST) and end on June 30, 2017, at 9:00 am CST.

Play the instant win game to win other cool prizes, also check out all the cool offers, some you can use right away and others require you to use your TollPerks points.

The winner will receive a voucher for a 3-year lease on a New 2016 Acur a TLX. The prize is valued at $12,750. No rebates, incentives or discounts can be combined with prize. No substitutions or cash equivalents allowed. The Prize is nontransferable and non-assignable. The winner is responsible for payment of tax, title, and license upon signing.

0 points

MENU

Special Sweepstakes Prizes

Grand Prize

2016 Acura® TLX
(3-Year Lease)

(http://www.goodsonacura.com/?utm_source=NTTA%20Toll%20Perks&utm_medium=Link%20Embed&utm_campaign=NTTA%20Toll%20Perks)

1st Prize

55" Curved TV

2nd Prize

$1000 Hotel/Airfare Travel Voucher
($500 air/$500 hotel)

3rd Prize

$500 Fuel Gift Card

Play to Enter! (/game/)

Recent Winners

Aaron Cohron, Pam Laney, Jeff Van Hess

This Quarter's Prizes

Custom Leather Couch from The Leather Sofa Company

Custom leather couch up to $3,000 from The Leather Sofa Company; the winner will be provided with redemption instructions.

Cooking Class For 10 People at Tre Wilcox Cooking Concepts

A $1,000 Target gift card; the winner will be provided with redemption instructions.

ence of a lifetime at Tre Wilcox Cooking Concepts; the winner will be provided with redemption instructions.

(Ja(March 15, 2017 - April 30, 2017)

0 points

MENU

Spin To Win

Take a turn on the wheel to find out if you're a lucky winner! You must have at least one token to spin and instantly win fun and valuable prizes.

Don't miss out on the fun. Earn your token to play! For more information about the Spin to Win game, view the program's terms & conditions (/terms/).

No purchase necessary.

You have 1 token available to play the Spin to Win game. Use your points to redeem for a token to play!

Spin for your chance to win fantastic quarterly prizes.
Play Again

With each spin you could win one of these awesome prizes.

100 TollPerks Points

200 TollPerks Points

500 TollPerks Points

$25 Macy's Gift Card

$5 Amazon Gift Code

$10 Restaurant.com Gift Card

$10 Brinker Restaurants Gift Card

$50 Shell Gift Card

$100 Visa Debit Card

- Home (/)
- Help (/help/)
- ıunt (/account/profile/)
- Logout (/logout/)

- Terms & Conditions (/terms/)
- Privacy Policy (/privacy-policy/)
- Vouchers (/vouchers/)
- Offers (/offers/)

TOLLROAD (http://tollroadmarketing.com)

(https://www.ntta.org)

Farmersville
DISCOVER A TEXAS TREASURE

CITY OF FARMERSVILLE
PLANNING AND ZONING COMMISSION MINUTES
for
May 15, 2017

I. PRELIMINARY MATTERS

- Chairman Craig Overstreet presided over the meeting which was called to order at 6:30 p.m. Commissioners Sarah Jackson-Butler, Bobby Bishop, Luke Ingram, and Paul Kelly were in attendance. Chad Dillard and Russell Chandler were not absent. Also in attendance were City Manager, Ben White; City Attorney, Alan Lathrom; Council Liaison, John Klostermann; and Staff Liaison, Sandra Green.

- Paul Kelly led the prayer and Craig Overstreet followed with the pledges to the United States and Texas flags.

II. PUBLIC HEARING

A. Public hearing to consider, discuss and act upon a recommendation to City Council regarding a request for a Special Use Permit for commercial, amusement (indoor) uses to allow Winners Sweepstakes to be located at 676 Hwy. 380, which address may also be known and referred to as 676 W. Audie Murphy Parkway.

- Craig Overstreet opened the public hearing at 6:32 pm and asked if there was anyone who wanted to speak for the proposed business.

- Steve Bell, President of Strategic Fundraising Solutions, LLC, 6401 W. Eldorado Parkway, McKinney, 75070, addressed the Commission. He stated Lt. Brian Alford told him to call Judy Brandon with the City Outreach Program regarding charitable donations. He stated they have opened the Princeton and Sherman locations and several more are about to open. He explained they are in the middle of trying to become established to give donations to a first responders fund as well. He described that his business is a sweepstakes and he provides money to charities.

- Craig Overstreet indicated that Mr. Bell had told everyone about the business at a previous meeting and then asked if there was anyone that wanted to speak against the business. None came forward so Craig Overstreet closed public hearing at 6:36 pm.

- Craig Overstreet asked Alan Lathrom to clarify the noticing of the specific use permit and inquired if the address needed to include the City.

- Bobby Bishop also stated he had issues with the public notice. He asked if it was okay that the address was incorrect on the application and on the first public hearing notice.

- Alan Lathrom indicated there was a correction made and published within the time limits per law. The City has met the intent and requirements set out by law for the noticing.

- Bobby Bishop asked if the applicant, Richard Cleveland, was applying for the permit or was the company.

- Steve Bell indicated that on the application they had to put a name and Richard Cleveland will be running the store, but the business is asking for the specific use permit.

- Bobby Bishop inquired about who would be issued the Certificate of Occupancy.

- Alan Lathrom explained it would be given to the applicant.

- Paul Kelly asked why it would not be issued to the location.

- Alan Lathrom indicated it would be specific to the location as well, but it would be issued to an individual for that location. The specific use permit could not be transferred to another location. If there was a change in the operator at the location, other than Mr. Cleveland, the new operator would have to apply for a specific use permit to continue running the business there.

- Craig Overstreet stated his concerns were that he does not like the fact there would be no tax base the City would receive, the lighting is bad, and the parking is an unimproved surface. He stated he does not feel this would be the best use of the property since it is located in a highway commercial district.

- Steve Bell stated they would have to do a lot of work at the location and they are planning to give money to the City Outreach Program and the Angel Tree Program if they are allowed to open in Farmersville. He

explained that he did not know what they could sell that would provide tax revenue to the City. The store gives items away, such as donuts, and they buy those items from local vendors. He stated they want to run a law abiding business that helps the City.

- Bobby Bishop asked Steve Bell if the only thing that made his business legal was the charitable nature of giving money to other entities.

- Steve Bell stated they choose to give away money to charities. He indicated by law they do not have to give any of the money away. He explained the income made from the business goes toward donations to the charities and the rest of the money goes to software, payroll, and other things. He said that he does not make a lot of money. Mr. Bell stated their business is not an eight line gaming situation and people automatically get free entries when they come in. They also give away prizes. He has spent time in order to make sure the business was legal and met all the requirements. He stated his business was the same as McDonalds and the North Texas Toll Association and how they play their sweepstakes games. He explained that he cannot write off the charity on his taxes because he works on their behalf. If someone wins over $600 in his store they must fill out a tax form that he forwards to the IRS. He explained they have house rules: no hoodies, no baggy pants, no drugs, no profanity, no disruptive behavior, no drinking, and no smoking. He said it was no different than buying a lottery ticket.

- Paul Kelly stated the Commission could determine the length given on the specific use permit. He indicated they could allow it to be granted for six months or for a year. He explained he has reviewed the application and permit request and he does not have a problem with the location.

- Steve Bell indicated that Jack Hendricks would not give them a lease for more than two years. They want to prove themselves and find a new spot in the future.

- Bobby Bishop asked when building renovations started would they have to comply with the current codes.

- Ben White stated yes they would have to comply with ADA and current codes and would possibly have to upgrade the parking lot to concrete.

- Steve Bell indicated most of the parking would be on the west side of the property.

- Sandra Green indicated he would need to bring the property up to code.

- Craig Overstreet explained that any action taken at the Planning & Zoning meeting would be forwarded to City Council as a recommendation.

- Paul Kelly asked if the Police Department had signed off on accepting donations from the Winner's Sweepstakes.

- Ben White stated the Police Department had not signed off on it.

- Paul Kelly asked if the Police Department does not accept their donations where would the donations from the business go.

- Steve Bell stated that he was given Judy Brandon's phone number from Lt. Brian Alford. The Farmersville Police Association helps support the City Outreach Program and they could help support that organization.

    - Motion to approve recommendation to the City Council made by Paul Kelly
    - 2nd to made by Bobby Bishop
    - All members voted in favor

III. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

A. Consider, discuss and act upon minutes from April 17, 2017.

    - Motion to approve made by Paul Kelly
    - 2nd to approve made by Sarah Jackson-Butler
    - All members voted in favor

- Craig Overstreet stated the City Council Liaison, John Klostermann, wanted to address the Commission since he was leaving the Council.

- Mr. Klostermann thanked all the Commissioners for volunteering their time and he explained that he had learned a lot from them. He stated he appreciated everything they have done and to keep up the good work.

IV. ADJOURNMENT

- The meeting was adjourned at 7:00 p.m.

    - Motion to adjourn made by Bobby Bishop
    - 2nd to approve made by Sarah Jackson-Butler
    - All members voted in favor

ATTEST:

APPROVE:

Sandra Green, City Secretary

Sarah Jackson-Butler, Vice-Chairman

VI. Reading of Ordinances

Agenda Section	Reading of Ordinances
Section Number	VI.A
Subject	Consider, discuss and act upon the 2nd reading of Ordinance #2017-0523-002 regarding placing liens on unpaid utility bills.
To	Mayor and Council Members
From	Ben White, City Manager
Date	June 13, 2017
Attachment(s)	O-2017-0523-002
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to another agenda. _____ • No motion, no action

CITY OF FARMERSVILLE
ORDINANCE #2017-0523-002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING CHAPTER 74, "UTILITIES," THROUGH THE AMENDMENT OF ARTICLE II, "WATER, SEWER AND ELECTRICAL CHARGES," THROUGH THE AMENDMENT OF DIVISION 3, "SERVICE CHARGES," BY ADDING NEW SECTIONS 74-96 THROUGH 74-99 AUTHORIZING LIENS FOR CERTAIN DELINQUENT UTILITY BILLS, BY PROVIDING AN EXEMPTION FROM SUCH LIENS FOR HOMESTEAD AND RENTAL PROPERTY, AND BY PROVIDING FOR THE APPEAL OR RELEASE OF SUCH LIENS; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas ("City") is a Type A General – Law Municipality located in Collin County having a population of less than 5,000 persons as determined by the most recent federal census, created in accordance with the provisions of Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City is authorized to operate a water utility system pursuant to Texas Local Government Code, Chapter 552; and

WHEREAS, Section 552.001 of the Texas Local Government Code, as amended, authorizes a municipality to operate a water, sewer, gas or electric utility system inside or outside the municipal boundaries and to "regulate the system in a manner that protects the interests of the municipality"; and

WHEREAS, Section 552.0025 of the Texas Local Government Code, as amended, authorizes a municipality to impose a lien against an owner's property, unless it is a homestead protected by the Texas Constitution, for delinquent bills due to municipal utility service provided at the property; and

WHEREAS, the City Council of the City of Farmersville, Texas ("City Council"), desires to amend Chapter 74 of the Farmersville Code, and the processes and policies governing the administration of the City's utility services, including delinquent utility bills, as provided herein; and

WHEREAS, the City Council of the City of Farmersville, Texas, does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals, and general welfare of the City of Farmersville.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, THAT:

SECTION 1. INCORPORATION OF FINDINGS

The findings set forth above are hereby found to be true and correct and are hereby incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

SECTION 2. AMENDMENT OF CHAPTER 74, "UTILITIES," THROUGH THE AMENDMENT OF ARTICLE II, "WATER, SEWER AND ELECTRICAL CHARGES," THROUGH THE AMENDMENT OF DIVISION 3, "SERVICE CHARGES," BY ADDING NEW SECTIONS 74-96 THROUGH 74-99 AUTHORIZING LIENS FOR CERTAIN DELINQUENT UTILITY BILLS, BY PROVIDING AN EXEMPTION FROM SUCH LIENS FOR HOMESTEAD AND RENTAL PROPERTY, AND BY PROVIDING FOR THE APPEAL OR RELEASE OF SUCH LIENS

A. From and after the effective date of this Ordinance, Division 3, "Service Charges," of Article II, "Water, Sewer and Electrical Charges," of Chapter 74 of the Farmersville Code is amended by adding new sections 74-96 through 74-99 authorizing liens for certain delinquent utility bills, by providing an exemption from such liens for homestead and rental property, and by providing for the appeal or release of such liens, to read as follows:

"Sec. 74-96. Liens for Delinquent Utility Bills

The City Manager or his or her designee ("City Manager") is hereby authorized to impose a lien against an owner's property for one or more delinquent bills for municipal utility services to the property, unless such property is a protected homestead as described by the Texas Constitution or the property owner(s) notifies the City that the property is used as a rental property prior to the accrual of the delinquent utility bill(s). A lien for delinquent bills for municipal utility services shall be perfected by recording in the real property records of Collin County or Hunt County, as appropriate, a notice of lien that contains (1) a legal description of the property by metes and bounds, by city lot and block description, or by any other adequate description; and (2) the utility account number for the delinquent utility services bill(s). The lien imposed shall include penalties, ten percent (10%) per annum interest, and filing fees. Any imposed lien does not satisfy the delinquent utility bills, and the City reserves the right and is authorized to file suit to seek recovery of charges and costs related to the delinquent utility bills in a foreclosure.

Sec. 74-97. Exemption from Lien for Homestead and Rental Property; Declaration of Rental Property

A lien shall not be imposed against an owner's property if such property is a protected homestead or the property owner(s) provides the City with notice that the property is a rental property through a declaration filed with the City prior to the accrual of the delinquent utility bills.

The property owner(s) must provide the City with a declaration of rental property identifying the location of the property, indicating that the property is being used as a rental property, the tenant is responsible for payment of utility services provided at the property during the period covered by the lease, and the utility services account has been established in the tenant's name. The declaration must be provided to the City before the tenant begins to receive utility services at the property. Upon payment of the applicable deposit, a property owner(s) can file a declaration of rental property in connection with a tenant already receiving services at a particular property. The declaration of rental property is valid if the tenant has opened a utility account for the water and/or garbage collection services being provided to the property.

Sec. 74-98. Appeal of Lien for Delinquent Utility Bills

After the filing of a lien pursuant to this Ordinance, the City Manager shall within thirty (30) days of the filing of that lien give the property owner(s) notice in writing that a lien has been filed on the property and inform the owner(s) and account holder of the right to appeal. The property owner(s) or account holder may appeal the decision to impose the lien on that property to the City Manager by filing a written appeal within thirty (30) calendar days from the date notice was sent to the property owner(s) or account holder. The City Manager shall release the lien if the property owner(s) or account holder provides documentation that the property is a homestead as defined by the Texas Constitution, the property is used as a rental property and the property owner(s) has provided the City with a declaration of rental property prior to the accrual of the delinquent utility bills, or the delinquent utility bill has been paid. The City Manager may modify or release the lien to reflect the true amount of the delinquency in payment for services to the property if the

owner or account holder provides documentation of the correct amount due to the City. The individual or entity listed on the Collin Central Appraisal District tax records or the Hunt Central Appraisal District tax records, as appropriate, as the owner of the property is presumed to be the owner for purposes of this Ordinance, and the address listed for the owner on the Collin Central Appraisal District tax records or the Hunt Central Appraisal District tax records, as appropriate, shall be presumed to be the address of the property owner.

Sec. 74-99. Release of Lien for Delinquent Utility Bills

When an individual or entity pays all principal, interest, penalties, and the filing fee of a lien validly filed pursuant to this Ordinance, the City Manager shall execute a release of that lien and provide it to the property owner(s). The City Manager is not responsible for filing that release with the Collin County property records or the Hunt County property records, as appropriate."

SECTION 3. SEVERABILITY

It is hereby declared to be the intention of the City Council that the several provisions of this Ordinance are severable, and if any court of competent jurisdiction shall judge any provisions of this Ordinance to be illegal, invalid, or unenforceable, such judgment shall not affect any other provisions of this Ordinance which are not specifically designated as being illegal, invalid or unenforceable.

SECTION 4. REPEALER

This Ordinance shall be cumulative of all other Ordinances, resolutions, and/or policies of the City, whether written or otherwise, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Any and all ordinances, resolutions, and/or policies of the City, whether written or otherwise, which are in any manner in conflict with or inconsistent with this Ordinance shall be and are hereby repealed to the extent of such conflict and/or inconsistency.

SECTION 5. PENALTY

Any person, firm, partnership, corporation, or other entity violating any provision contained in this Ordinance shall, upon conviction, be fined an amount not more than $500.00; and each day a violation exists shall be deemed a separate offense. A culpable mental state is not required.

SECTION 6. PUBLICATION

The City Secretary of the City of Farmersville is hereby directed to publish in the Official Newspaper of the City of Farmersville the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 7. ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Farmersville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Farmersville and by filing this Ordinance in the Ordinance records of the City.

SECTION 8. SAVINGS

All rights and remedies of the City of Farmersville are expressly saved as to any and all violations of the provisions of any Ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by Texas law.

PASSED on first reading on the 23rd day of May, 2017, and second reading on the ____ day of _____, 2017 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS ____ DAY OF _____, 2017.

APPROVED:

BY: _____
Diane C. Piwko
Mayor

ATTEST:

_____
Sandra Green
City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Alan D. Lathrom
City Attorney

Agenda Section	Reading of Ordinances
Section Number	VI.B
Subject	Consider, discuss and act upon 1st and only reading of Ordinance #2017-0613-001 regarding water rates for outside city limits.
To	Mayor and Council Members
From	Ben White, City Manager
Date	June 13, 2017
Attachment(s)	O-2017-0613-001
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	• Motion/second/vote ☐ Approve ☐ Approve with Updates ☐ Disapprove • Motion/second/vote to continue to a later date. _____ ☐ Approve ☐ Disapprove • Move item to another agenda. _____ • No motion, no action

CITY OF FARMERSVILLE
ORDINANCE 0-2017-0613-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 74, "UTILITIES," BY AMENDING SECTION 74-76, "WATER SERVICE CHARGES," BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 74-76, ALSO ENTITLED "WATER SERVICE CHARGES," AS PROVIDED HEREIN BELOW; THROUGH THE AMENDMENT OF APPENDIX "A," "MASTER FEE SCHEDULE," OF THE FARMERSVILLE CODE THROUGH THE AMENDMENT OF ARTICLE II, "ELECTRICITY, WATER, SEWER, AND REFUSE," BY AMENDING SECTION 2-2, ENTITLED "WATER SERVICE FEES," TO MODIFY THE RATES FOR CITY CUSTOMERS; REPEALING ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING FOR NOTICE AND IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas ("City") is a Type A General – Law Municipality located in Collin County having a population of less than 5,000 persons as determined by the most recent federal census, created in accordance with the provisions of Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council of the City of Farmersville, Texas finds that all prerequisites to the adoption of this Ordinance have been met; and

WHEREAS, the City Council of the City of Farmersville, Texas finds that it is in the best interest of the public health, safety and welfare to allow for a reduction in rates for outside city limits customers as provided herein-below;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, THAT:

SECTION 1. INCORPORATION OF FINDINGS

All of the above premises are hereby found to be true and correct legislative and factual determinations of the City of Farmersville and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. AMENDMENT OF CHAPTER 74, "UTILITIES," BY AMENDING SECTION 74-76, "WATER SERVICE CHARGES," BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 74-76, ALSO ENTITLED "WATER SERVICE CHARGES," AS PROVIDED HEREIN BELOW.

From and after the effective date of this Ordinance, Section 74-76, "Water Service Charges," is hereby amended by deleting said Section in its entirety and replacing it with a new Section 74-76, also entitled "Water Service Charges," to read as follows:

(a) *Customers inside city limits.* There shall be charged and collected each month by the city from the consumers of water service on property situated within the corporate limits of the city, the fees and charges, including tap fees, as established from time to time by the master fee schedule as contained in appendix A of this Code.

(b) *Customers outside the city limits.* There shall be charged and collected each month by the city from the consumers of water service on property situated outside the corporate limits of the city, the fees and charges, as established from time to time by the master fee schedule as contained in appendix A of this Code.

SECTION 3. AMENDING APPENDIX "A," "MASTER FEE SCHEDULE," OF THE FARMERSVILLE CODE THROUGH THE AMENDMENT OF ARTICLE II, "ELECTRICITY, WATER, SEWER, AND REFUSE," BY AMENDING SECTION 2-2, ENTITLED "WATER SERVICE FEES," TO MODIFY THE RATES FOR CITY CUSTOMERS.

From and after the effective date of this Ordinance, Appendix A, "Master Fee Schedule" of the Code of Ordinances of the City of Farmersville, Texas, is hereby amended through the amendment of Article II, "Electricity, Water, Sewer, and Refuse," by amending Section 2-2, entitled "Water Service Fees," to modify the rates for city customers such that Section 2-2 entitled "Water Service Fees" hereafter reads as follows:

"Sec. 2-2. Water Service Fees.

WATER SERVICE – MONTHLY FEES	
Inside City Limits:	
Meter Size	Rate (includes 1,000 gallons)
¾ inch or less	$13.35
1 inch	$21.55
1 ½ inch	$42.07
2 inch	$66.68
3 inch	$74.89
4 inch	$206.18
6 inch	$411.32
Volume	Rate (per 1,000 gallons)
1,001 to 10,000 gallons	$6.49
10,001 to 20,000 gallons	$8.34
In excess of 20,000 gallons	$10.17

[Remainder of page intentionally left blank.]

WATER SERVICE – MONTHLY FEES	
Outside City Limits	
Meter Size	Rate (includes 1,000 gallons)
¾ inch or less	$17.36
1 inch	$28.02
1 ½ inch	$54.69
2 inch	$86.68
3 inch	$97.36
4 inch	$268.03
6 inch	$534.72
Volume	Rate (per 1,000 gallons)
1,001 to 10,000 gallons	$8.44
10,001 to 20,000 gallons	$10.84
In excess of 20,000 gallons	$13.22

SECTION 4. CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5. SAVINGS

All rights and remedies of the City of Farmersville are expressly saved as to any and all violations of the provisions of any Ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. SEVERABILITY

It is hereby declared to be the intention of the City Council of the City of Farmersville that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by valid judgment or final decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 7. GOVERNMENTAL IMMUNITY

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Farmersville in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

SECTION 8. INJUNCTIONS

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Farmersville in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Farmersville.

SECTION 9. ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Farmersville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Farmersville and by filing this Ordinance in the Ordinance records of the City.

SECTION 10. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after it passage and publication of the caption as required by law.

PASSED on first and final reading on the 13th day of June, 2017, at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor Pro Tem on the date set out below.

APPROVED THIS 13th day of June, 2017.

APPROVED:

_____
Diane C. Piwko, Mayor

ATTEST:

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Sandra Green, City Secretary