



**CITY OF FARMERSVILLE
PLANNING AND ZONING COMMISSION AGENDA
REGULAR CALLED MEETING
May 15, 2017, 6:30 P.M.
COUNCIL CHAMBERS, CITY HALL
205 S. Main Street**

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance

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.

III. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

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

IV. ADJOURNMENT

The Planning and Zoning Commission reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney).

Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at 972-782-6151 or Fax 972-782-6604 at least two (2) working days prior to the meeting so that appropriate arrangements can be made. Handicap Parking is available in the front and rear parking lot of the building.

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and

manner convenient and readily accessible to the general public at all times, and said Notice was posted on May 10, 2017, by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

Dated this the 10h day of May, 2017.



Sandra Green, City Secretary



I. Preliminary Matters

II. Public Hearing



**CITY OF FARMERSVILLE
SPECIFIC USE PERMIT APPLICATION**

APPLICANT'S NAME: Richard Cleveland
APPLICANT'S ADDRESS: 6608 Thorntree Dr. McKinney, TX
APPLICANT'S CONTACT NUMBERS: 501-912-6060 75070
NAME OF OWNER: Jack Hendricks
ADDRESS OF OWNER: 1415 Red Oak Circle, Farmersville, TX
LOCATION OF PROPERTY: 676 Hwy 380 75442

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:

RCE

Date:

4/28/17

SIGNATURE OF OWNER:
(If not applicant)

Jack Henderson

Date:

4.25.17

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.



WINNER'S FARMERSVILLE



RECEIVED
APR 25 2017
BY: *[Signature]*

676

RECEIVED
APR 25 2017
BY: *[Signature]*

RECEIVED

APR 25 2017

BY: *[Signature]*

79'

127'

79'

127'



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.

☒ 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	IIC	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 of 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.



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

[illegible]

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
Mae Bell*

STATEMENT OF UNDERSTANDING

PRESSING THE ACCEPT INDICATOR BELOW MEANS THAT YOU AGREE TO THE TERMS AND 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!

Disagree

Love Life

Agree

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. Box 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 SFL 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.

[Handwritten signature]

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) 3 Non-Profit**

By: _____

Title: President

Strategic Fundraising Solutions, LLC

By: _____

Title: President

CITY OF SHERMAN

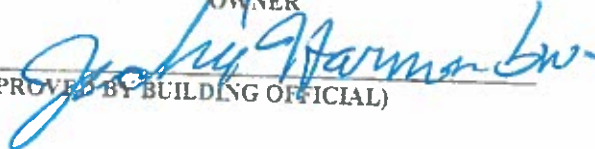
Certificate of Occupancy


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

(APPROVED BY BUILDING OFFICIAL)


LESSEE
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>

The information contained in this email is considered confidential and sensitive in nature, as well as sensitive but unclassified, and/or legally privileged information. It is **not** to be released to the media, the general public, or to personnel who do not have a "need-to-know." This information is not to be posted on the Internet, disseminated through unsecured channels, or sent to personal email accounts. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws, including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication. Further disclosure to unauthorized entities could jeopardize ongoing investigations, operations, and personal safety.

From: richardcicciand@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 the 78th 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 of value 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 Statute.	Yes. The user must stake something of value to obtain an outcome from the game. 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 the sweepstakes 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 time 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. Amusement games are gambling. The user has won or lost something of value solely 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 CONDUCT
Sec. 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. ENFORCEMENT

Sec. 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 of 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 except 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

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:

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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.

ELIGIBILITY

Sweepstake entries are open to participants 18 years of age or older, except persons 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.

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 of 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 except 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.

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



TEXAS SPLIT
LIFE & LUCK

YOUR 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 594232

Product 40 for 400
defective in
7/0001210



Issued 20/06/00 at 11:00 AM
Event 5000000000000000

TEXAS SPLIT is a 50/50 draw
where the prize pool is 50% of the
sales of the tickets. The draw
is held on the 15th of each month
and the winning numbers are
drawn from a pool of 1000 balls.
The winning numbers are
drawn from a pool of 1000 balls.
The winning numbers are
drawn from a pool of 1000 balls.



FOUNDATION
A Heart for Kids



FOUNDATION
A Heart for Kids

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

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

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

PROMOTION RULES ("RULES")

[illegible]

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: rsbell13@gmail.com



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® ILX 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.

Up To \$25,000 In Instant Prizes!

Instantly Win on our Spin and Win Game



Featured Vouchers and Offers



Carmel Car Wash

Free Offer
Buy a full service "Wash, Wax & Detail" for \$24.95 and get a free "Wash & Detail" 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 \$100 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.

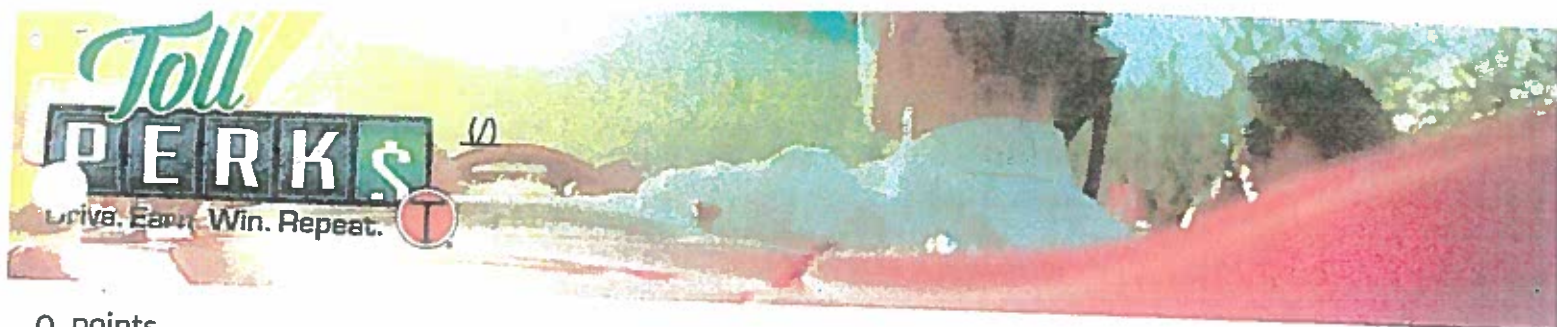
30-Second Activation

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 Acura 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.

If you'd like to unsubscribe and stop receiving these emails [click here](#).



0 points

MENU ≡

Special Sweepstakes Prizes

Grand
Prize

Goodson Acura

2016 Acura® TLX
(3-Year Lease)

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

[utm_source=NTTA%20Toll%20Perks&utm_medium=Link%20Embed&utm_campaign=NTTA%20Toll%20Perks\)](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

Target \$1,000 Gift Card



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

- [Home \(/\)](#)
- [Help \(/help/\)](#)
- [Account \(/account/profile/\)](#)
- [Logout \(/logout/\)](#)
- [Terms & Conditions \(/terms/\)](#)
- [Privacy Policy \(/privacy-policy/\)](#)
- [Vouchers \(/vouchers/\)](#)
- [Offers \(/offers/\)](#)

(January 15, 2017 - April 30, 2017)

TOLLROAD <http://tollroadmarketing.com>

<https://www.ntta.org>



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 \(/terms/\)](/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 \(/help/\)](#)

[Account \(/account/profile/\)](#)

[Logout \(/logout/\)](#)

- [Terms & Conditions \(/terms/\)](#)

- [Privacy Policy \(/privacy-policy/\)](#)

- [Vouchers \(/vouchers/\)](#)

- [Offers \(/offers/\)](#)

TOLLROAD <http://tollroadmarketing.com>

<https://www.ntta.org>

STRATEGIC FUNDRAISING SOLUTIONS, LLC

* EXAMPLE *

EXCLUSIVE CHARITY (501(c)3) 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: _____



STATE OF TEXAS
COUNTY OF COLLIN

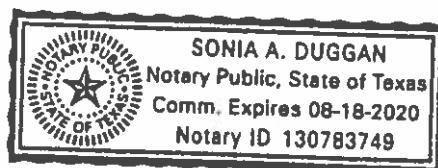
Before me, the undersigned authority, on this day personally appeared Chad Engbrock, publisher of C&S Media, dba *The Farmersville Times*, a newspaper regularly published in Collin County, Texas and having general circulation in Collin County, Texas, and being in compliance with Section 2051.044, Texas Government Code (a); (1), (2), (3) and (4), who being by me duly sworn, deposed and says that the foregoing attached:

City of Farmersville
Notice of Public Hearing P&Z SUP
was published in said newspaper on the following date(s), to-wit:
April 27, 2017

Chad Engbrock, Publisher

Subscribed and sworn before me on this, the 30th day of April, 2017
to certify which witness my hand and seal of office.

Notary Public in and for
The State of Texas



My commission expires 8-18-20

classifieds & real estate

972-442-5515 x21 classifieds@csmediatexas.com

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 ry for a
 s compa-
 ; or part-
 e able to
 and have
 ; record.
 . 28-tn

Employment

Hiring Maintenance
 for a small property
 at Lakeside Village
 Apartments, 301 West
 Kirby St Wylie Tx
 75098, please come
 in to apply or email
 resume to manager.
 lakeside@srgresiden-
 tial.com

Requirements:
 2+ years residential
 apartment maintenance
 experience
 HVAC certification is
 required
 Must be able to par-
 ticipate in the on-call
 rotation
 Must have a valid
 driver's License with
 reliable transportation
 Knowledge in pools
 and irrigation a plus
 HVAC, plumbing,
 electrical, carpentry,
 painting, make readies,
 etc.
 Successful completion
 of drug and criminal
 background screens
 prior to employment
 are required.

For Rent

FOR RENT
 House, barn, 10 acres,
 single couple only, no
 inside pets.
 Merit, TX
 903-450-7887

Services

NOTICE OF PUBLIC HEARING

The Farmersville
 Planning & Zon-
 ing Commission will
 hold a Public Hear-
 ing on Monday, May
 15, 2017, at 6:30 pm
 in the Council Cham-
 bers of City Hall, 205
 South Main Street,
 Farmersville, Texas,
 to consider a Special
 Use Permit for com-
 mercial, amusement
 (indoor) for the Win-
 ners Sweepstakes to
 be located at 676 U.S.
 Highway 380.

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

21-11-336

Legal Notice

Princeton ISD

Princeton ISD is ac-
 cepting sealed propos-
 als for remodel and
 renovation of two por-
 table buildings. Scope
 of work to include
 floors, walls, ceilings,
 interior doors, store-
 front, lighting and
 exterior walkways.
 Sealed bids are will be
 opened 9am Tuesday,
 5/9/17. Please mail
 or deliver bids to 321
 Panther Pky, Princeton,
 TX 75407 (Attention:
 Jim Staley). Contact
 Jim Staley for addi-
 tional information and
 specs at 469-952-5400
 x 2070 or jstaley@

Legal Notice

PUBLIC NOTICE

CITY OF FARMERSVILLE

TxCDBG

The City of Farmers-
 ville will hold a work-
 shop open to the public
 at 6:00 p.m. on Thurs-
 day, May 4th, 2017, at
 the The Farmersville
 City Hall 205 S Main
 St, Farmersville, Tex-
 as, in order to gather
 information for its
 Texas Community De-
 velopment Block Grant
 program (TxCDBG)
 Planning and Capacity
 Building Fund Con-
 tract No. 7215024.

The City encourages
 citizens to attend this
 workshop.

The goal of the meet-
 ing is to record public
 input on the City's vi-
 sion for its future.

Discussion will include
 identifying challenges
 faced by the City, pri-
 oritizing desired proj-

Legal Notice

contact the City at 972-
 782-6151 so that ap-
 propriate arrangements
 can be made.

Puede encontrar este
 aviso en Inglés y en
 Español en las oficinas
 municipales de la Ciu-
 dad.

21-11-5511

Legal Notice

Legal Notice

One man's junk is another man's treasure.



Bring more buyers
 to your garage sale
 treasure hunt.

Advertise in the Classifieds.

WORK FOR WEATHERFORD

Weatherford is one of the world's
 largest & most dynamic oilfield
 service companies. We are now
 hiring in Greenville, TX.

Join Weatherford Today!
 Find a Stable Future & a Long Lasting Career!

**Now Hiring
 All Shifts!**

Weatherford offers a complete benefits package that
 starts on your first day, including, health, dental and
 a competitive compensation based on experience.

Apply online at:
www.weatherford.com/careers

III. Items for Discussion and Possible Action



**CITY OF FARMERSVILLE
PLANNING AND ZONING COMMISSION MINUTES
for
April 17, 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, Russell Chandler, Bobby Bishop, Luke Ingram, Chad Dillard, and Paul Kelly were in attendance. 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 604 State Highway 78 North, #109.

- Public hearing was opened by Craig Overstreet at 6:32 p.m.
- Mr. Steve Bell, President of Strategic Fundraising Solutions, LLC, addressed Council and gave background information on himself. He also explained how his businesses contribute to the Collin County CASA, McKinney Police Association and others. He pays the charities weekly with the money from his facilities. He described how the program works and indicated that his stores are no different than playing the lottery. The entries are predetermined, which means the winnings and amount of winnings are already set. He explained his business retains only a portion of the money that comes in and compared the business to the McDonald's monopoly game. He stated they follow the State of Texas laws and they have no issues or problems at their stores. They have security features in place that help curb any issues.

- Mr. Darrell McCaully, who resides at 422 State Highway 78 N., addressed the Commission and stated his biggest concern was the children. He continued by stating that gambling was a terrible disease and the kids would go right by the business every day in order to buy food. He believed that the business devalues the City and it would also decrease property values.
- Ms. Susan Lokey, who resides at 416 Sherry Lane, addressed the Commission and explained she was concerned because someone told her that gaming was only allowed in industrial zoned areas and the proposed location was not zoned industrial. The proposed location is across from two different schools and it would increase traffic. She would just like the business to be in a different location.
- Ms. Brenda Schlafke, who resides at 427 Sherry Lane, addressed the Commission and stated she could see the location of the business from her house and argued there would be more traffic if it was approved at the proposed location. She indicated that she does not believe the proposed location is an appropriate place for the business.
- Mr. Milton Wright, who resides at 601 Meadowview, stated it would affect his property values and he would not buy a house next to a game room. His grandchildren walk past that area every day. He has a problem with the location and does not feel that it would be appropriate across from schools and residential areas.
- Mr. Tom Tidwell, who owns a home at 615 Clairmont, stated he believed it would diminish property values. He argued gaming was only allowed in light industrial. He also stated the business would be closer than 1,000 feet from churches and schools.
- Alan Lathrom spoke in regards to the distance from the churches and schools and stated the business does not fall under the definition of gaming machines. Because of the definition, they do not have to register the machines with the State of Texas.
- Sheila Nelson stated she was concerned about traffic and the value of her property. Also, she views all the kids that go by every day and this business would make her worry even more about them. She indicated she did not want the business in the proposed location.
- Craig Overstreet closed the public hearing at 6:53 p.m.
- Steve Bell indicated there would be no smoking, drinking, or baggy pants allowed in the building. He wanted it to be a safe haven where people could go for entertainment. He believed the traffic would not increase that much due to the business. He explained they do not sell anything in their business and it would be a facility where people could come, relax and enjoy themselves. He stated he did not believe Police Chief Mike Sullivan or Lt. Brian Alford would have allowed them to file an application if they had any issues with the business.
- Craig Overstreet asked about what type of revenue the City could gain from the business.

- Steve Bell indicated it would be a build-up process. The monthly payments to charities increase dramatically over time.
- Craig Overstreet asked Mr. Bell to compare the benevolence fund to the amount he brings in.
- Steve Bell stated after the costs of the business are paid he has what is known as the gross hold left. Some of the gross hold goes to the charity. Most of the money goes to software for running the business. Everyone that comes in has their driver's license scanned and he posts police photos so that if someone comes in to the business that was wanted by they would call to have them arrested. He explained it is an easy way to raise money for charities and he included that their employees are on payroll and they pay taxes.
- Craig Overstreet asked if there would be tax revenue for the City.
- Steve Bell indicated there was no sales taxes, because they do not sell anything.
- Craig Overstreet asked Alan Lathrom if there was any pending litigation for these type of businesses.
- Alan Lathrom indicated there was a case pending, but it was remanded back to the court and he was not sure of the outcome.
- Sarah Jackson-Butler asked Mr. Bell if anyone had ever cancelled their contract with him.
- Steve Bell stated they have not, but he has several new places opening in Sherman, Denison, Princeton, and Greenville.
- Craig Overstreet asked about the proposed hours of operation.
- Steve Bell indicated the business would be open from 9:00 am to 12:00 am. He also indicated the offices were going to have the walls made into half walls or remove them all together. He stated they have to have visibility and there are cameras everywhere.
- Bobby Bishop asked if he used a third party software system.
- Steve Bell indicated that he currently does, but he was working on his own software.
- Chad Dillard asked how old someone had to be in order to enter the business.
- Steve Bell indicated all locations require a person to be 18 years old.
- Craig Overstreet stated he had a petition of no less than four pages long and of those who signed the petition they were worried about their property values. He asked how Steve Bell would respond to those issues.
- Steve Bell stated he does not want to be a bad neighbor and there are other locations he could choose, but he does not think his business would draw bad people, or would lower property values. He indicated the windows of the business are not tinted, so everyone can see what is going on inside the building.
- Bobby Bishop indicated the hours of operation in a residential neighborhood bothered him. He also asked for clarification on whether the police department was backing the business.

- Steve Bell indicated they could close at 10:00 pm if that was what the City wanted.
- Ben White indicated that he does not know of any police backing or support that had been given. The Chief did review the paperwork to ensure everything was legal and being processed in the proper way.
- Bobby Bishop also asked about how the City would benefit by allowing the business in Farmersville.
- Ben White indicated the Police Association was not affiliated with the City and any money that was presented to them would not be for the City.
- Steve Bell indicated the business does not pay taxes.
- Paul Kelly asked Steve Bell why he was choosing Farmersville.
- Steve Bell stated he believed there was a need here. He does not go anywhere they are not asked, or where they do not think it is needed.
- Paul Kelly indicated that our police department had not reached out to them, but rather they reached out to the police.
- Ben White explained Steve Bell met with the police department and shared with them the details of his business, but that did not indicate they supported it.
- Steve Bell indicated he obviously misunderstood and that he was referred to Lt. Brian Alford by another police officer from another town.
- Paul Kelly asked about why he chose the location that was across from two schools.
- Steve Bell stated he met Perry Marker. He explained they had looked at other locations, but he really like Perry Marker and he knew other businesses that he owned.
 - Motion to deny the Specific Use Permit because of citizens concerns, the location near schools and churches, and because the operating hours are not favorable made by Paul Kelly.
 - 2nd to deny the motion made by Chad Dillard
 - All members voted in favor

III. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

A. Consider, discuss and act upon minutes from February 27, 2017.

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

IV. ADJOURNMENT

- The meeting was adjourned at 7:17 p.m.
 - Motion to adjourn made by Paul Kelly
 - All members rose to signify adjournment.

ATTEST:

APPROVE:

Sandra Green, City Secretary

Craig Overstreet, Chairman

IV. Adjournment