

**NEIGHBORHOOD DEVELOPMENT FUND  
Not-for-Profit Transmittal and Approval Form**

**Applicant/Program:** Southwest Youth Sports, Inc./Louisville Select Boxing  
**Applicant Requested Amount:** \$29,700  
**Appropriation Request Amount:** \$29,700

**Executive Summary of Request**  
This funding will be used toward operational and programming costs.

Is this program/project a fundraiser?  Yes  No  
Is this applicant a faith based organization?  Yes  No  
Does this application include funding for sub-grantee(s)?  Yes  No

I have reviewed the attached Neighborhood Development Fund Application and have found it complete and within Metro Council guidelines and request approval of funding in the following amount(s). I have read the organization's statement of public purpose to be furthered by the funds requested and I agree that the public purpose is legitimate. I have also completed the disclosure section below, if required.

21                      Vitalis Loustine                      \$29,700                      10/05/2018  
District #                      Primary Sponsor Signature                      Amount                      Date

**Primary Sponsor Disclosure**  
List below any personal or business relationship you, your family or your legislative assistant have with this organization, its volunteers, its employees or members of its board of directors.  
N/A

**Approved by:**  
\_\_\_\_\_  
Appropriations Committee Chairman                      Date  
Final Appropriations Amount: \_\_\_\_\_

## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

**Legal Name of Applicant Organization** House of Ruth, Inc.

**Program Name and Request Amount** House of Ruth Cargo Van

	Yes/No/NA
Is the NDF Transmittal Sheet Signed by all Council Member(s) Appropriating Funding?	<input type="checkbox"/> Yes
Is the funding proposed by Council Member(s) less than or equal to the request amount?	<input type="checkbox"/> Yes
Is the proposed public purpose of the program viable and well-documented?	<input type="checkbox"/> Yes
Will all of the funding go to programs specific to Louisville/Jefferson County?	<input type="checkbox"/> Yes
Has Council or Staff relationship to the Agency been adequately disclosed on the cover sheet?	<input type="checkbox"/> Yes
Has prior Metro Funds committed/granted been disclosed?	<input type="checkbox"/> Yes
Is the application properly signed and dated by authorized signatory?	<input type="checkbox"/> Yes
Is proof of Tax Exempt status of 501(c) 3, 4, 6, 19, 1120-H included?	<input type="checkbox"/> Yes
If Metro funding is for a separate taxing district is the funding appropriated for a program outside the legal responsibility of that taxing district?	<input type="checkbox"/> N/A
Is the entity in good standing with: <ul style="list-style-type: none"> <li>▶ Kentucky Secretary of State?</li> <li>▶ Louisville Metro Revenue Commission?</li> <li>▶ Louisville Metro Government?</li> <li>▶ Internal Revenue Service?</li> <li>▶ Louisville Metro Human Relations Commission?</li> </ul>	<input type="checkbox"/> Yes
Is the current Fiscal Year Budget included?	<input type="checkbox"/> Yes
Is the entity's board member list (with term length/term limits) included?	<input type="checkbox"/> Yes
Is recommended funding less than 33% of total agency operating budget?	<input type="checkbox"/> Yes
Does the application budget reflect only the revenue and expenses of the project/program?	<input type="checkbox"/> Yes
Is the cost estimate(s) from proposed vendor (if request is for capital expense) included?	<input type="checkbox"/> Yes
Is the most recent annual audit (if required by organization) included?	<input type="checkbox"/> Yes
Is a copy of Signed Lease (if rent costs are requested) included?	<input type="checkbox"/> Yes
Is the Supplemental Questionnaire for churches/religious organizations (if requesting organization is faith-based) included?	<input type="checkbox"/> N/A
Are the Articles of Incorporation of the Agency included?	<input type="checkbox"/> Yes
Is the IRS Form W-9 included?	<input type="checkbox"/> Yes
Is the IRS Form 990 included?	<input type="checkbox"/> Yes
Are the evaluation forms (if program participants are given evaluation forms) included?	<input type="checkbox"/> Yes
Affirmative Action/Equal Employment Opportunity plan and/or policy statement included (if required to do so)?	<input type="checkbox"/> Yes
Has the Agency agreed to participate in the BBB Charity review program? If so, has the applicant met the BBB Charity Review Standards?	<input type="checkbox"/> Yes

Prepared by: Briana Morgan

Date: 10/16/2018

## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 1 – APPLICANT INFORMATION			
<b>Legal Name of Applicant Organization:</b>		SOUTHWEST YOUTH SPORTS, INC.	
<i>(as listed on: <a href="http://www.sos.ky.gov/business/records">http://www.sos.ky.gov/business/records</a>)</i>			
<b>Main Office Street &amp; Mailing Address:</b> PO Box 161133 Louisville, KY 40256			
<b>Website:</b> swyouthsports.com			
<b>Applicant Contact:</b>	Angela Fritts	<b>Title:</b>	Grant Writer/Contractor
<b>Phone:</b>	502-290-1004	<b>Email:</b>	southwestyouthsports228@gmail.com
<b>Financial Contact:</b>	Deena Burks	<b>Title:</b>	Treasurer/Director
<b>Phone:</b>	502-439-5758	<b>Email:</b>	info@swyouthsports.com
<b>Organization's Representative who attended NDF Training:</b> Angela Fritts			
GEOGRAPHICAL AREA(S) WHERE PROGRAM ACTIVITIES ARE (WILL BE) PROVIDED			
<b>Program Facility Location(s):</b>	2801 C Floyd Street		
<b>Council District(s):</b>	21	<b>Zip Code(s):</b>	40209
SECTION 2 – PROGRAM REQUEST & FINANCIAL INFORMATION			
<b>PROGRAM/PROJECT NAME:</b> Southwest Youth Sports/Louisville Select Boxing			
<b>Total Request: (\$)</b>	29,700	<b>Total Metro Award (this program) in previous year: (\$)</b>	0.00
<b>Purpose of Request (check all that apply):</b>			
<input checked="" type="checkbox"/> Operating Funds (generally cannot exceed 33% of agency's total operating budget) <input checked="" type="checkbox"/> Programming/services/events for direct benefit to community or qualified individuals <input type="checkbox"/> Capital Project of the organization (equipment, furnishing, building, etc)			
<b>The Following are Required Attachments:</b>			
<input checked="" type="checkbox"/> IRS Exempt Status Determination Letter <input checked="" type="checkbox"/> Current year projected budget <input checked="" type="checkbox"/> Current financial statement <input checked="" type="checkbox"/> Most recent IRS Form 990 or 1120-H <input checked="" type="checkbox"/> Articles of Incorporation (current & signed) <input checked="" type="checkbox"/> Cost estimates from proposed vendor if request is for capital expense		<input checked="" type="checkbox"/> Signed lease if rent costs are being requested <input checked="" type="checkbox"/> IRS Form W9 <input checked="" type="checkbox"/> Evaluation forms if used in the proposed program Annual audit (if required by organization) Faith Based Organization Certification Form, if applicable	
<b>For the current fiscal year ending June 30, list all funds appropriated and/or received from Louisville Metro Government for this or any other program or expense, including funds received through Metro Federal Grants, from any department or Metro Council Appropriation (Neighborhood Development Funds). Attach additional sheet if necessary.</b>			
<b>Source:</b>	NA	<b>Amount: (\$)</b>	0
<b>Source:</b>	NA	<b>Amount: (\$)</b>	0
<b>Source:</b>	NA	<b>Amount: (\$)</b>	0
Has the applicant contacted the BBB Charity Review for participation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Has the applicant met the BBB Charity Review Standards? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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**LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION**

**SECTION 3 – AGENCY DETAILS**

**Describe Agency's Vision, Mission and Services:**

Vision...

To be a reputable organization which addresses the needs of the community by investing in its youth.

Mission...

To provide a gateway to creating healthy, confident, well-rounded children who will become successful, productive adults.

Services...

Southwest Youth Sports, Inc. (SYS) current services are: Shively Seminoles (football, cheer, dance, and basketball) and Louisville Select Boxing. However, as we continue to get funding we look to expand to other sports programs as well as education and development programs.

In our program we service between 250-400 youth yearly through our programs and community involvement. We give back by partnering with our local schools and government to reach as many children as we can. With the revenue gained through the ball games, boxing bouts, concession and bingo we have been able to offer a premier service to the youth of our community at a reduced fee or even free in some instances. We provide them with the tools they need to participate so that there isn't an instance where a youth is turned away due to a parents or guardians lack of financial resources.

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## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

### SECTION 5 – PROGRAM/PROJECT NARRATIVE

**A: Describe the program/project start and end dates, a description of the program/project and applicable data with regards to specific client population the program will address (attach related flyers, planning minutes, designs, event permits, proposals for services/goods, etc.):**

(See Page 4A—Complete Section 5A Narrative)

Southwest Youth Sports (SYS) was legally established in 2009 in Louisville, Kentucky to help address the need for a solid, reputable youth organization. SYS was started by a group of five individuals in 2008 who were part of another team that went out of business. The only remaining founders and current administrators of SYS are James and Deena Burks. In 2010 SYS became a 501(c)(3) organization and is listed by the IRS as a recreation, sports, leisure, and athletics organization. However, SYS goes above and beyond just teaching sports, they aim to develop the youth all around. SYS solicits financial backing through individual support, donations, fundraising and grants (starting in 2018—to date no grants have been received) in order to support their sports program operation.

SYS is enthusiastic about providing a gateway to creating healthy, confident, and well-rounded children who will become successful, dedicated adults. Youth learn the game of football as well as the art of cheerleading, dance and boxing. 2017 was our inaugural year to offer boxing, operating under the name, Louisville Select Boxing. Through boxing we have been able to reach a wider array of youth.

- At a typical football and cheer/dance home game (four to five during the eight-week season) we have over 300 parents and supporters attend. The age group is from 5 to 14 years old.
- Boxing is growing in attendance. The age group is from 9 to 18 years old.
- Basketball had over 200 on a weekly basis. The age group is from 5 to 14 years old.

The purpose of this organization is to provide safe, supervised sports activities for the youth of the city of Louisville. It is our intent to model youth inside and out through sports and positive adult motivation for success in the future.

*Our goal is to provide a "haven" where the children can see the effects of good physical health as well as having a*

**B: Describe specifically how the funding will be spent including identification of funding to sub grantee(s):**

Southwest Youth Sports is needing \$29,700.00 in assistance for the boxing program, Louisville Select Boxing. SYS is requesting for Council 21 to fund the below expenses totaling \$29,700.00.

Rent	\$12,000
Operating Expenses	\$ 6,000
Event Planning	\$4,000
Insurance	\$3,500
Maintenance	\$3,000
Utilities	\$1,200

All expenses are for one year; except, Operating Expenses (Administration) is for six months.

# LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

## SECTION 5 — PROGRAM/PROJECT NARRATIVE

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The purpose of this organization is to provide safe, supervised sports activities for the youth of the city of Louisville. It is our intent to model youth inside and out through sports and positive adult motivation for success in the future.

Our goal is to provide a "haven" where the children can see the effects of good physical health; as well as, having a sense of confidence and achievement. Adult motivation will help us achieve this goal. With SYS having a proven track record of being active for ten years in the community, they are now ready to set their sights on the next level: to provide a physical "haven" for children by having a youth and community center in Southwest Louisville, KY. With this "haven" the children will finally have a place where all of the sports can be housed in a common area. This will also give the youth, parents, volunteers, and the community a sense of pride in having a place they can call their own.

Additionally, SYS strives to provide community outreach and support through community giving, development and overall engagement. The objectives of SYS are:

- To build community
- Develop programs to help address the needs of the community
- To build healthy bodies and minds.
- To develop skill and proficiency in sports and related activities.
- To teach concepts of teamwork, sportsmanship, loyalty, honesty and pride.
- To stimulate community interest in sports.
- To have fun.
- To do all of these things with the welfare of the youngsters first and foremost, without adult ambition for personal glory.

Page 4A—Complete Section 5A Narrative

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Effective May 2016

Applicant's Initials AG

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## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

**C: If this request is a fundraiser, please detail how the proceeds will be spent:**

Part of the request is for \$4,000 in event planning. Louisville Select Boxing has two or three events a year and we are requesting this amount to help with renting a venue and/or advertising for at least one of the boxing bouts. If there are monies left over from a bout the left over money will go towards the next bout.

**D: For Expenditure Reimbursement Only** – The grant award period begins with the Metro Council approval date and ends on June 30 of Metro fiscal year in which the grant is approved. If any part of this funding request is for funds to be spent before the grant award period, identify the applicable circumstances:

- The funding request is a reimbursement of the following expenditures that will probably be incurred after the application date, but prior to the execution of the grant agreement:

✓ If selecting this option, the invoice, receipt and payment documentation should not be available as of the date of this application.

The Grantee will be required to submit financial reporting in accordance with the reporting schedule provided in the grant agreement.

- Reimbursements should not be made before application date unless an emergency can be demonstrated by the primary council sponsor. The funding request is a reimbursement of the following expenditures (attach invoices or proof of payment):

- ✓ Attach a copy of invoices and/or receipts to provide proof of purchase of activities associated with the work plan identified in this application.
- ✓ Attach a copy of cancelled checks to provide proof of payment of the invoices or receipts associated with the work plan identified in this application.



**LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION**

**E: Describe the program's benefits to those being served (measurable outcomes). Include the program's process for collecting data and the indicators that will be tracked to measure the benefits to those being served:**

SYS is an organization that is innovative and unique; because we not only focus on the sports that the youth participate in but also on building them inside and out by realizing our program participants are more than the sport that they participate in. One of the objectives for SYS is to develop the children's sports skills with the outcome being to increase their health and fitness. Other objectives are; developing leadership skills, self-discipline, respect for authority, competitiveness, cooperativeness, sportsmanship, and self-confidence. The outcome of these positive attributes to youth, in our program, is to allow the youth to excel in high school and college; with the final outcome of the youth becoming successful and responsible adults.

This will be the first year SYS is having an evaluation. We will administer two evaluations for the youth, a pre-evaluation and a post-evaluation to be able to determine if there is any growth from, when they started their sport season to the ending of the season. We will also have a parent evaluation at the end of the program to determine how the parent or guardian thought the season went.

**F: Briefly describe any existing collaborative relationships the organization has with other community organizations. Describe what those partners are bringing to the relationship in general and to this program/project specifically.**

SYS demonstrates a high level of creativity to advance our goals by continually working with the City of Shively, community businesses and the residences of the Shively and Louisville area. Our program also believes in giving back, we volunteer to other charitable organizations and also look for opportunities to help our program participants in all ways possible.

**LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION**

**SECTION 6 – PROGRAM/PROJECT BUDGET SUMMARY**

THE PROGRAM/PROJECT BUDGET SHOULD REALISTICALLY ESTIMATE WHAT AMOUNT IS NEEDED FROM METRO GOVERNMENT AND WHAT IS EXPECTED FROM OTHER SOURCES.

Program/Project Expenses	Column 1	Column 2	Column (1+2)=3
	Proposed Metro Funds	Non-Metro Funds	Total Funds
<b>A: Personnel Costs Including Benefits</b>	9,000	51,450	60,450
<b>B: Rent/Utilities</b>	13,200	0	13,200
<b>C: Office Supplies</b>	0	0	0
<b>D: Telephone</b>	0	0	0
<b>E: In-town Travel</b>	0	0	0
<b>F: Client Assistance (See Detailed List on Page 8)</b>	0	0	0
<b>G: Professional Service Contracts</b>	0	0	0
<b>H: Program Materials</b>	0	0	0
<b>I: Community Events &amp; Festivals (See Detailed List on Page 8)</b>	4,000	224,792	228,792
<b>J: Machinery &amp; Equipment</b>	0	0	0
<b>K: Capital Project</b>	0	0	0
<b>L: Other Expenses (See Detailed List on Page 8)</b>	3,500	4,694.15	8,194.15
<b>*TOTAL PROGRAM/PROJECT FUNDS</b>	29,700.00	280,936.15	310,636.15
<i>% of Program Budget</i>	11 %	89 %	<b>100%</b>

List funding sources for total program/project costs in Column 2, Non-Metro Funds:

Other State, Federal or Local Government	0
United Way	0
Private Contributions (do not include individual donor names)	8,000
Fees Collected from Program Participants	6,700
Other (please specify)	320,800.25
<i>Total Revenue for Column 2 Expenses **</i>	335,500.25

\*Total of Column 1 MUST match "Total Request on Page 1, Section 2"

\*\*Must equal or exceed total in column 2.

**LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION**

Detail for Client Assistance, Community Events & Festivals or Other Expenses shown on Page 7 (circle one and use multiple sheets if necessary)	Column 1	Column 2	Column (1 + 2)=3
	Proposed Metro Funds	Non-Metro Funds	Total Funds
Advertising	0	4,500	4,500
Bank Fee	0	750	750
Bingo Rent	0	62,400	62,400
Bingo Security	0	7,800	7,800
Bingo Supplies	0	73,781	73,781
Community Outreach	0	8,500	8,500
Equipment/Uniforms/Supplies	0	23,000	23,000
Fundraising Expense	4,000	7,500	11,500
Gaming Fee	0	19,841	19,841
Insurance	3,500	4,694.15	8,194.15
IRS Fees	0	1,040	1,040
Machinery & Equipment	0	0	0
Operating Expenses and Maintenance	9,000	51,450	60,450
Reimbursement	0	2,500	2,500
Rent/Utilities	13,200	0	13,200
Training Development	0	1,980	1,980
Transportation/Travel	0	11,200	11,200
<b>Total</b>	29,700	280,936.15	310,636.15

## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

**Detail of In-Kind Contributions for this PROGRAM only:** Includes Volunteers, Space, Utilities, etc. (Include anything not bought with cash revenues of the agency).

Donor*/Type of Contribution	Value of Contribution	Method of Valuation
See attachment page 9A for complete breakdown		
<i>Total Value of In-Kind (to match Program Budget Line Item. Volunteer Contribution &amp; Other In Kind)</i>	\$171,704.00	Earning Value Approach

**\* DONOR INFORMATION REFERS TO WHO MADE THE IN KIND CONTRIBUTION. VOLUNTEERS NEED NOT BE LISTED INDIVIDUALLY, BUT GROUPED TOGETHER ON ONE LINE AS A TOTAL NOTING HOW MANY HOURS PER PERSON PER WEEK**

**Agency Fiscal Year Start Date:**

**Does your Agency anticipate a significant increase or decrease in your budget from the current fiscal year to the budget projected for next fiscal year?** NO  YES

**If YES, please explain:**

SYS is starting a Capital Fund to purchase 7.5 acres on 4205 Cane Run Road that was formerly the St. Denis Church Complex. The property costs 2.5 million dollars and includes: a football field, gym, kitchen, cafeteria, classrooms, all purpose room, conference room, computer room, garage, and a concession stand. To cover costs for the purchase of the property, repairs and employing eight employees (for at least two years) our Capital Fund Goal at this time is 4.5 million dollars.

Finally, our vision for the community center will be a place where youth can go for development, inclusion or just for fun. Through the center not only will we be able to house sports activities such as football, cheer, dance, boxing, and basketball; we also want to offer behavior counseling, career counseling, workshops, tutoring, and other personal development activities. Unlike your typical centers, where the focus is only on youth, our future are to expand our mission to help adults as well. Once we purchase the community center there will be numerous repairs along with additions to existing property to reach our ultimate goal of having:

1. Two Turf Football Fields

**LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION**

Detail of In-Kind Contributions for this PROGRAM only: Includes Volunteers, Space, Utilities, etc. (Include anything not bought with cash revenues of the agency).

Donors/Type of Contribution	Value of Contribution	Method of Valuation
4 Coaches (20 hours per week @ \$21.00 per hour for 1 year)	\$87,360.00	Earning Value Approach
Head Coach (25 hours per week @ \$23.00 per hour for 1 year)	\$29,900.00	Earning Value Approach
President/Director (2 hours per week @ \$186.00 per hour for 1 year)	\$19,344.00	Earning Value Approach
Treasurer/Director (5 hours per week @ \$73.00 per hour for 1 year)	\$18,980.00	Earning Value Approach
Grant Writer (10 hours per week @ \$31.00 per hour for 1 year)	\$16,120.00	Earning Value Approach
<b>Total Value of in-Kind (to match Program Budget Line Item. Volunteer Contribution &amp; Other In Kind)</b>	<b>\$171,704.00</b>	<b>Earning Value Approach</b>

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Applicant's Initials *AF*

## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

Does your Agency anticipate a significant increase or decrease in your budget from the current fiscal year to the budget projected for next fiscal year? **YES**

If YES, please explain:

SYS is starting a Capital Fund to purchase 7.5 acres on 4205 Cane Run Road that was formerly the St. Denis Church Complex. The property costs 2.5 million dollars and includes: a football field, gym, kitchen, cafeteria, classrooms, all purpose room, conference room, computer room, garage, and a concession stand. To cover costs for the purchase of the property, repairs and employing eight employees (for at least two years) our Capital Fund Goal at this time is 4.5 million dollars.

Finally, our vision for the community center will be a place where youth can go for development, inclusion or just for fun. Through the center not only will we be able to house sports activities such as football, cheer, dance, boxing, and basketball; we also want to offer behavior counseling, career counseling, workshops, tutoring, and other personal development activities. Unlike your typical centers, where the focus is only on youth, our future are to expand our mission to help adults as well. Once we purchase the community center there will be numerous repairs along with additions to existing property to reach our ultimate goal of having:

1. Two Turf Football Fields
2. Four Basketball Courts
3. Boxing Gym
4. Weight Room
5. All Purpose Room for Dance/Cheer
6. Conference Room
7. Computer Room
8. Common Area/Library
9. Offices
10. Concession Stand
11. Kitchen
12. Cafeteria
13. Inside Bathrooms
14. Outside Bathrooms

Page 9B—Section 6: Narrative for this question-Does your Agency anticipate a significant increase or decrease in your budget from the current fiscal year to the budget projected for next fiscal year? YES

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Effective May 2016

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Applicant's Initials AF

## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

### SECTION 7 – CERTIFICATIONS & ASSURANCES

By signing Section 7 of the Grant Application, the authorized official signing for the applicant organization certifies and assures to the best of his or her knowledge and/or belief the following Assurances and Certifications. If there is any reason why one or more of the assurances or certifications listed cannot be certified or assured, please explain in writing and attach to this application.

#### Standard Assurances

1. Applicant understands this application and its attachments as well as any resulting grant agreement, reports and proof of expenditure is subject to Kentucky's open records law.
2. Applicant understands if the grant agreement is not returned to Louisville Metro within 90 days of its mailing to the applicant, the approval is automatically revoked and the funds will not be disbursed to our organization.
3. Applicant and any sub grantee will give Louisville Metro Government access to and the right to examine all paper or electronic records related to the awarded grant for up to five years of the grant agreement date.
4. Applicant assures compliance with the grant requirements and will monitor the performance of any third party (sub-grantee).
5. The Agency is in good standing with the Kentucky Secretary of State, Louisville Metro Government, the Jefferson County Revenue Commission, the Internal Revenue Service, and the Louisville Metro Human Relations Commission.
6. Applicant understands failure to provide the services, programs, or projects included in the agreement will result in funds being withheld or requested to be returned if previously disbursed.
7. Applicant understands they must return to Louisville Metro any unexpended funds by July 31 following the Metro Louisville's fiscal year end.
8. Applicant understands they must provide proof of all expenditures (canceled checks, receipts, paid invoices). The Applicant understands the failure to provide proof of expenditures as required in the grant agreement could result in funding being withheld or request to be returned if previously disbursed.
9. Applicant understands if this application is approved, the grant agreement will identify an award period that begins with the Metro Council approval date, and will end with June 30 of the fiscal year in which the grant is approved. Expenditures associated with this award expected to occur prior to the award period (approval date) must be disclosed in this application in order to be considered compliant with the grant agreement.
10. Applicant understands if we choose to incur expenditures prior to the approval of the application by the Metro Council, there is no guarantee that funding will be reimbursed, as the Council may choose not to award the application.
11. Applicant will establish safeguards to prohibit employees or any person that receives compensation from awarded funds from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

#### Standard Certifications

1. The Agency certifies it will not use Louisville Metro Government funds for any religious, political or fraternal Activities.
2. The Agency has a written Affirmative Action/Equal Opportunity Policy.
3. The Agency does not discriminate in employment or in provision of any service/program/activity/event based on age, color, disabled status, national origin, race, religion, sex, gender identity or sexual orientation, or Vietnam era veteran status.
4. The Agency certifies it will not require clients, recipients, or beneficiaries to participate in religious, political, fraternal or like activities in order to receive services/benefits provided with Louisville Metro Government funds.
5. The Agency understands the Americans with Disabilities Act (ADA) and makes reasonable accommodations.

**Relationship Disclosure:** List below any relationship you or any member of your Board of Directors or employees has with any Councilperson, Councilperson's family, Councilperson's staff or any Louisville Metro Government employee.

### SECTION 8 – CERTIFICATIONS & ASSURANCES

I certify under the penalty of law the information in this application (including, without limitation, "Certifications and Assurances") is accurate to the best of my knowledge. I am aware my organization will not be eligible for funding if investigation at any time shows falsification. If falsification is shown after funding has been approved, any allocations already received and expended are subject to be repaid. I further certify that I am legally authorized to sign this application for the applying organization and have initialed each page of the application.

Signature of Legal Signatory:	<i>Angela Fritts</i>	Date:	9/24/18
Legal Signatory: (please print):	Angela Fritts	Title:	Grant Writer
Phone:	502-290-1004	Extension:	—
Email:	southwestyouthsports228@gmail.com		

(13)

Required

Attachments





# Southwest Youth Sports

## Table of Contents Attachments

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# IRS Exempt Status Determination Letter

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 08 2010

Employer Identification Number:

DLN:

17053105300000

Contact Person:

PETER A ORLETT

ID# 31436

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

January 14, 2010

Contribution Deductibility:

Yes

Addendum Applies:

No

SOUTHWEST YOUTH SPORTS INC  
6305 HACKEL DR  
LOUISVILLE, KY 40258

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

# SOUTHWEST YOUTH SPORTS

## Current Year Projected Budget (2018)

### PROGRAMS OPERATION

#### REVENUE

REFUND	\$ 47.60
REGISTRATION FEES	\$ 6,700.00
INSURANCE PAYMENT	\$ 7,911.65
DONATION	\$ 8,000.00
EVENT REVENUE	\$ 8,500.00
FUNDRAISING REVENUE	\$ 35,000.00
BINGO REVENUE	\$269,341.00
<b>TOTAL REVENUE</b>	<b>\$335,500.25</b>

#### EXPENSES

ADVERTISING	\$ 4,500.00
BANK FEE	\$ 600.00
BANQUET EXPENSES	\$ 4,500.00
BINGO RENT	\$ 62,400.00
BINGO SECURITY	\$ 7,800.00
BINGO SUPPLIES	\$ 73,781.00
BOOSTER EXPENSE	\$ 1,650.00
COMMUNITY OUTREACH	\$ 8,500.00
CONTRACTOR PAY	\$ 5,000.00
ENTERTAINMENT	\$ 6,000.00
EQUIPMENT/UNIFORMS	\$ 12,000.00
EVENT EXPENSE	\$ 3,000.00
FOOTBALL FEES	\$ 3,000.00
GAMING FEE	\$ 19,841.00
INSURANCE	\$ 3,000.00
OFFICE SUPPLIES	\$ 1,500.00
OPERATING EXPENSES	\$ 15,000.00
REIMBURSEMENT	\$ 2,500.00
RENT	\$ 12,360.00
RETURN DEPOSIT ITEM	\$ 60.00
SALARY	\$ 21,000.00
TRAINING/DEVELOPMENT	\$ 1,980.00
TRANSPORTATION	\$ 2,500.00
TRAVEL	\$ 4,500.00
FUNDRAISING EXPENSE	\$ 7,500.00
<b>TOTAL EXPENSE</b>	<b>\$284,472.00</b>

**Total Revenue**  
**\$335,500.25**  
**Total Expenses**  
**\$284,472.00**

# Southwest Youth Sports

## 2018 FINANCIAL STATEMENT

---

A Financial Statement is a summary report that shows how a firm has used the funds entrusted to it by its stockholders (shareholders) and lenders, and their current financial position. The three basic financial statements are the:

1. BALANCE SHEET, which shows firm's assets, liabilities, and net worth on a stated date
2. INCOME STATEMENT (also called profit & loss account), which shows how the net income of the firm is arrived at over a stated period, and
3. CASH FLOW STATEMENT, which shows the inflows and outflows of cash caused by the firm's activities during a stated period.

Southwest Youth Sports (SYS) has only used funds from fundraisers and bingo. As of August 31, 2018, SYS has not received funds from grants, stockholders (shareholders) and/or lenders. Once funds have been received SYS will begin the process of reporting financial statements.

SYS is attaching their 2017, 2016, and 2015 Income Statements in place of the current financial statement.

# 2017 Income Statement

## SYS 2017 Income Statement

### REVENUE

GATE/CONCESSION/BOOSTER	\$	5,690.91
FEEES	\$	5,749.53
FUNDRAISING	\$	6,623.07
BINGO SESSION	\$	238,454.69
<b>TOTAL REVENUE</b>	<b>\$</b>	<b>256,518.20</b>

### EXPENSE

BINGO GAMING FEES	\$	17,287.58
ADVERTISING EXPENSE	\$	2,990.88
BINGO RENT	\$	57,600.00
GATE/CONCESSION/BOOSTER EXPENSE	\$	7,371.72
BUILDING EXPENSE	\$	11,340.96
INSURANCE	\$	3,308.40
FEES REFUND	\$	60.00
LEAGUE DUES	\$	1,635.00
BANK FEES	\$	240.08
OFFICE EXPENSE	\$	1,265.34
COMMUNITY OUTREACH	\$	5,158.55
OPERATING EXPENSE	\$	33,143.98
BINGO SUPPLIES	\$	80,327.00
STORAGE FEES	\$	1,300.60
BINGO SECURITY	\$	8,328.02
TRANSPORTATION EXPENSE	\$	10,422.41
EQUIPMENT/UNIFORM EXPENSE	\$	14,589.63
FUNDRAISING EXPENSE	\$	4,840.00
<b>TOTAL EXPENSE</b>	<b>\$</b>	<b>261,210.15</b>

<b>NET RESULT</b>	<b>\$</b>	<b>(4,691.95)</b>
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# 2016 Income Statement

## SYS 2016 Income Statement

REVENUE	
GATE/CONCESSION/BOOSTER FEES	\$ 10,119.83
FUNDRAISING	\$ 8,441.39
BINGO SESSION	\$ 1,301.08
DONATION	\$ 300,227.58
<b>TOTAL REVENUE</b>	<b>\$ 321,589.88</b>

EXPENSE	
BINGO GAMING FEES	\$ 22,394.65
ADVERTISING EXPENSE	\$ 9,612.15
BINGO RENT	\$ 55,000.00
GATE/CONCESSION/BOOSTER EXPENSE	\$ 7,384.40
BANK FEES	\$ 309.67
STATE FEES	\$ 8.00
OFFICE EXPENSE	\$ 12,009.49
COMMUNITY OUTREACH	\$ 10,248.36
OPERATING EXPENSE	\$ 52,637.49
BINGO SUPPLIES	\$ 67,234.47
STORAGE FEES	\$ 1,358.30
BINGO SECURITY	\$ 6,375.00
TRANSPORTATION EXPENSE	\$ 6,037.04
EQUIPMENT/UNIFORM EXPENSE	\$ 61,172.00
FUNDRAISING EXPENSE	\$ 3,602.10
<b>TOTAL EXPENSE</b>	<b>\$ 315,383.12</b>
<b>NET RESULT</b>	<b>\$ 6,206.76</b>

# 2015 Income Statement

## SYS 2015 Income Statement

REVENUE	
BINGO	\$ 225,266.00
PARTICIPANT FEES	\$ 23,656.95
CONCESSIN/GATE	\$ 19,426.00
DONATIONS	\$ 2,350.00
BOOSTER SALES	\$ 668.00
REFUNDS	\$ 1,431.41
<b>TOTAL REVENUE</b>	<b>\$ 272,798.36</b>

EXPENSES	
<b>OPERATING EXPENSES</b>	
EQUIPMENT/UNIFORMS	\$ 41,533.84
TOURNAMENT/COMPETITION FEES	\$ 3,298.14
TRAINING	\$ 115.00
REGISTRATION FEES	\$ 1,485.00
OPERATING EXPENSES	\$ 2,415.57
BANK FEES	\$ 433.55
ADVERTISING	\$ 3,472.39
BOOSTER ITEMS	\$ 952.38
FUNDRAISING	\$ 5,016.52
COMMUNITY OUTREACH	\$ 1,125.00
CONCESSION	\$ 9,775.28
CONTRACTOR	\$ 5,350.00
REIMBURSEMENTS	\$ 5,054.09
FUEL/TRANSPORTATION	\$ 2,422.09
GENERAL MAINTENANCE/UPKEEP	\$ 1,858.50
GOODS/SUPPLIES	\$ 2,869.88
GYM RENTAL	\$ 1,837.50
HOME GAME CHANGE	\$ 1,100.00
OFFICE SUPPLIES	\$ 3,210.61
PLAYER/COACH/VOLUNTEER APPRECIATION	\$ 10,483.75
POSTAGE/MAIL FEES	\$ 104.48
REFERREES	\$ 3,200.00
REFUND	\$ 15.95
STORAGE	\$ 1,152.00
TRAVEL	\$ 9,427.63
<b>BINGO EXPENSES</b>	
GAMING SUPPLIES	\$ 77,135.68
GAMING RENT	\$ 49,300.00
GAMING SECURITY	\$ 7,200.00
CHARITABLE GAMING FINES	\$ 1,750.00
CHARITABLE GAMING FEES	\$ 14,571.32
<b>TOTAL EXPENSES</b>	<b>\$ 267,666.15</b>
<b>NET RESULT</b>	<b>\$ 5,132.21</b>

# 2017 IRS Form 990

Form **990**

## Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

2017

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

<b>A</b> For the 2017 calendar year, or tax year beginning _____, 2017, and ending _____, 20	
<b>B</b> Check if applicable: <input checked="" type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization: <b>SOUTHWEST YOUTH SPORTS, INC</b>
	<b>D</b> Employer identification number: [REDACTED]
<input type="checkbox"/> Doing business as	<b>E</b> Telephone number: 5024395758
<input type="checkbox"/> Number and street (or P.O. box if mail is not delivered to street address) Room/suite	<b>G</b> Gross receipts \$
<input type="checkbox"/> PO BOX 161133	
<input type="checkbox"/> City or town, state or province, country, and ZIP or foreign postal code	
<input type="checkbox"/> LOUISVILLE, KY 40256	
<b>F</b> Name and address of principal officer: <b>JAMES BURKS</b>	<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>927 SOUTHVIEW RD LOUISVILLE, KY 40214</b>	<b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	<b>H(c)</b> Group exemption number ▶
<b>J</b> Website: ▶ <b>WWW.SWYOUTHSPORTS.COM</b>	
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶	<b>L</b> Year of formation: <b>2009</b> <b>M</b> State of legal domicile: <b>KY</b>

Part I Summary			
Activities & Governance	<b>1</b> Briefly describe the organization's mission or most significant activities: <b>PROVIDING YOUTH AND SOCIAL SERVICES THROUGH SPORTS AND COMMUNITY INVOLVEMENT.</b>		
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<b>3</b>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>0</b>
	<b>5</b> Total number of individuals employed in calendar year 2017 (Part V, line 2a)	<b>5</b>	<b>0</b>
	<b>6</b> Total number of volunteers (estimate if necessary)	<b>6</b>	<b>37</b>
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	
<b>b</b> Net unrelated business taxable income from Form 990-T, line 34	<b>7b</b>		
Revenue	<b>8</b> Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	<b>9</b> Program service revenue (Part VIII, line 2g)	12921	
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	8441	
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	149224	
	<b>12</b> Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	170586	
Expenses	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1–3)		
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)		
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)		
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)		
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶		
	<b>17</b> Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	160777	
	<b>18</b> Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	164379	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	6207		
Net Assets or Fund Balances	<b>20</b> Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	<b>21</b> Total liabilities (Part X, line 26)		
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20		

**Part II Signature Block**  
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer _____	Date _____			
	Type or print name and title _____				
Paid Preparer Use Only	Print/Type preparer's name _____	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN _____
	Firm's name ▶ _____	Firm's EIN ▶ _____			
	Firm's address ▶ _____	Phone no. _____			

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No  
For Paperwork Reduction Act Notice, see the separate instructions. Cat. No. 11282Y Form 990 (2017)



**Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

TO PROVIDE YOUTH WITH A GATEWAY TO POSITIVE ADULT INTERACTION THROUGH SPORTS AND COMMUNITY OUTREACH  
SO THAT THEY MAY BECOME HEALTHY PRODUCTIVE ADULTS.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: 711210) (Expenses \$ 97667 including grants of \$ \_\_\_\_\_) (Revenue \$ 92976)

IN OUR PROGRAM WE SERVICE OVER 150 YOUTH THROUGH OUR PROGRAMS AND COMMUNITY INVOLVEMENT. WE GIVE BACK BY PARTNERING WITH OUR LOCAL SCHOOLS AND GOVERNMENT TO REACH AS MANY YOUTH AS WE CAN. WITH THE REVENUE GAINED THROUGH GAMES, CONCESSION AND BINGO WE HAVE BEEN ABLE TO OFFER A PREMIER SERVICE TO THE YOUTH OF OUR COMMUNITY AT A REDUCED FEE OR EVEN FREE IN SOME INSTANCES. WE PROVIDE THEM WITH THE TOOLS THEY NEED TO PARTICIPATE SO THAT THERE ISN'T AN INSTANCE WHERE A YOUTH IS TURNED AWAY DUE TO A PARENTS LACK OF FINANCIAL RESOURCES.

4b (Code: \_\_\_\_\_) (Expenses \$ \_\_\_\_\_ including grants of \$ \_\_\_\_\_) (Revenue \$ \_\_\_\_\_)

4c (Code: \_\_\_\_\_) (Expenses \$ \_\_\_\_\_ including grants of \$ \_\_\_\_\_) (Revenue \$ \_\_\_\_\_)

4d Other program services (Describe in Schedule O.)  
(Expenses \$ \_\_\_\_\_ including grants of \$ \_\_\_\_\_) (Revenue \$ \_\_\_\_\_)

4e Total program service expenses ▶

Checklist of required schedule

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A . . . . .	1 ✓	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)? . . . . .	2	✓
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I . . . . .	3	✓
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II . . . . .	4	✓
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III . . . . .	5	✓
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I . . . . .	6	✓
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II . . . . .	7	✓
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III . . . . .	8	✓
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV . . . . .	9	✓
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V . . . . .	10	✓
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI . . . . .	11a	✓
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII . . . . .	11b	✓
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII . . . . .	11c	✓
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX . . . . .	11d	✓
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X . . . . .	11e	✓
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X . . . . .	11f	✓
12 a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII . . . . .	12a	✓
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional . . . . .	12b	✓
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E . . . . .	13	✓
14 a Did the organization maintain an office, employees, or agents outside of the United States? . . . . .	14a	✓
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV. . . . .	14b	✓
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV . . . . .	15	✓
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV. . . . .	16	✓
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions) . . . . .	17	✓
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II . . . . .	18	✓
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III . . . . .	19 ✓	

Form 990 (2017)

Checklist required schedule (continued)

	Yes	No
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H . . . . .		✓
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? . . . . .		✓
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II . . . . .		✓
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III . . . . .		✓
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J . . . . .		✓
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a . . . . .		✓
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception? . . . . .		✓
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds? . . . . .		✓
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year? . . . . .		✓
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I . . . . .		✓
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I . . . . .		✓
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If "Yes," complete Schedule L, Part II . . . . .		✓
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III . . . . .		✓
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV . . . . .		✓
b A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV . . . . .		✓
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV . . . . .		✓
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M . . . . .		✓
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M . . . . .		✓
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I . . . . .		✓
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II . . . . .		✓
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I . . . . .		✓
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1 . . . . .		✓
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)? . . . . .		✓
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2 . . . . .		✓
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2 . . . . .		✓
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI . . . . .		✓
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note.</b> All Form 990 filers are required to complete Schedule O. . . . .		✓

**Statements regarding Other R Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable . . . . .		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable . . . . .		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners? . . . . .		✓
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return . . . . .		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? . . . . . <b>Note.</b> If the sum of lines 1a and 2a is greater than 250, you may be required to <i>e-file</i> (see instructions) . . . . .		✓
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year? . . . . .		✓
b	If "Yes," has it filed a Form 990-T for this year? <i>If "No" to line 3b, provide an explanation in Schedule O . . . . .</i>		✓
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? . . . . .		✓
b	If "Yes," enter the name of the foreign country: ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? . . . . .		✓
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction? . . . . .		✓
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T? . . . . .		✓
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? . . . . .		✓
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? . . . . .		✓
7	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor? . . . . .		✓
b	If "Yes," did the organization notify the donor of the value of the goods or services provided? . . . . .		✓
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282? . . . . .		✓
d	If "Yes," indicate the number of Forms 8282 filed during the year . . . . .		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? . . . . .		✓
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? . . . . .		✓
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? . . . . .		✓
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? . . . . .		✓
8	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year? . . . . .		✓
9	<b>Sponsoring organizations maintaining donor advised funds.</b>		
a	Did the sponsoring organization make any taxable distributions under section 4966? . . . . .		✓
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? . . . . .		✓
10	<b>Section 501(c)(7) organizations.</b> Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12 . . . . .		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities . . . . .		
11	<b>Section 501(c)(12) organizations.</b> Enter:		
a	Gross income from members or shareholders . . . . .		
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) . . . . .		
12a	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041? . . . . .		✓
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year . . . . .		
13	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
a	Is the organization licensed to issue qualified health plans in more than one state? . . . . . <b>Note.</b> See the instructions for additional information the organization must report on Schedule O.		✓
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans . . . . .		
c	Enter the amount of reserves on hand . . . . .		
14a	Did the organization receive any payments for indoor tanning services during the tax year? . . . . .		✓
b	If "Yes," has it filed a Form 720 to report these payments? <i>If "No," provide an explanation in Schedule O . . . . .</i>		✓

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
<b>1a</b>	Enter the number of voting members of the governing body at the end of the tax year . . . . . If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.	3	
<b>b</b>	Enter the number of voting members included in line 1a, above, who are independent . . . . .	0	
<b>2</b>	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? . . . . .	✓	
<b>3</b>	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person? . . . . .		✓
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? . . . . .		✓
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets? . . . . .		✓
<b>6</b>	Did the organization have members or stockholders? . . . . .		✓
<b>7a</b>	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? . . . . .		✓
<b>b</b>	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? . . . . .		✓
<b>8</b>	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
<b>a</b>	The governing body? . . . . .	✓	
<b>b</b>	Each committee with authority to act on behalf of the governing body? . . . . .	✓	
<b>9</b>	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O . . . . .		✓

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
<b>10a</b>	Did the organization have local chapters, branches, or affiliates? . . . . .		✓
<b>b</b>	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? . . . . .		✓
<b>11a</b>	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? . . . . .		✓
<b>b</b>	Describe in Schedule O the process, if any, used by the organization to review this Form 990. . . . .		
<b>12a</b>	Did the organization have a written conflict of interest policy? If "No," go to line 13 . . . . .		✓
<b>b</b>	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? . . . . .		✓
<b>c</b>	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done . . . . .		✓
<b>13</b>	Did the organization have a written whistleblower policy? . . . . .		✓
<b>14</b>	Did the organization have a written document retention and destruction policy? . . . . .		✓
<b>15</b>	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
<b>a</b>	The organization's CEO, Executive Director, or top management official . . . . .		✓
<b>b</b>	Other officers or key employees of the organization . . . . .		✓
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions). . . . .		
<b>16a</b>	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? . . . . .		✓
<b>b</b>	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements? . . . . .		✓

**Section C. Disclosure**

- 17** List the states with which a copy of this Form 990 is required to be filed ► KENTUCKY
- 18** Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website     Another's website     Upon request     Other (explain in Schedule O)
- 19** Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records: ►  
DEENA BURKS 927 SOUTHVIEW RD LOUISVILLE, KY 40214

**Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) JAMES BURKS, PRESIDENT		✓		✓			0	0	0	
(2) DEENA BURKS, TREASURER		✓		✓			0	0	0	
(3) PATRICE HOPSON, SECRETARY		✓					0	0	0	
(4)										
(5)										
(6)										
(7)										
(8)										
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
<b>1b Sub-total</b>							0	0	0	
<b>c Total from continuation sheets to Part VII, Section A</b>							0	0	0	
<b>d Total (add lines 1b and 1c)</b>							0	0	0	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization ▶

	Yes	No
3 Did the organization list any <b>former</b> officer, director, or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>	3	✓
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>	4	✓
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>	5	✓

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization ▶		



**Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1a</b> Federated campaigns . . . . . <b>1a</b>					
	<b>b</b> Membership dues . . . . . <b>1b</b>					
	<b>c</b> Fundraising events . . . . . <b>1c</b>	12314				
	<b>d</b> Related organizations . . . . . <b>1d</b>					
	<b>e</b> Government grants (contributions)					
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above <b>1f</b>					
	<b>g</b> Noncash contributions included in lines 1a-1f: \$					
	<b>h Total.</b> Add lines 1a-1f . . . . . ▶		12314			
<b>Program Service Revenue</b>	<b>2a</b> PARTICIPANT FEES	Business Code				
		711210	5750	5750		
	<b>b</b> -----					
	<b>c</b> -----					
	<b>d</b> -----					
	<b>e</b> -----					
	<b>f</b> All other program service revenue .					
<b>g Total.</b> Add lines 2a-2f . . . . . ▶		5750				
<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts) . . . . . ▶					
	<b>4</b> Income from investment of tax-exempt bond proceeds ▶					
	<b>5</b> Royalties . . . . . ▶					
	<b>6a</b> Gross rents . . . . .	(i) Real				
		(ii) Personal				
	<b>b</b> Less: rental expenses					
	<b>c</b> Rental income or (loss)					
	<b>d</b> Net rental income or (loss) . . . . . ▶					
	<b>7a</b> Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
	<b>b</b> Less: cost or other basis and sales expenses . . . . .					
	<b>c</b> Gain or (loss) . . . . .					
	<b>d</b> Net gain or (loss) . . . . . ▶					
	<b>8a</b> Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18 . . . . . <b>a</b>					
	<b>b</b> Less: direct expenses . . . . . <b>b</b>					
	<b>c</b> Net income or (loss) from fundraising events . . . . . ▶					
	<b>9a</b> Gross income from gaming activities. See Part IV, line 19 . . . . . <b>a</b>	238455				
	<b>b</b> Less: direct expenses . . . . . <b>b</b>	163543				
<b>c</b> Net income or (loss) from gaming activities . . . . . ▶		74912		74912		
<b>10a</b> Gross sales of inventory, less returns and allowances . . . . . <b>a</b>						
<b>b</b> Less: cost of goods sold . . . . . <b>b</b>						
<b>c</b> Net income or (loss) from sales of inventory . . . . . ▶						
Miscellaneous Revenue		Business Code				
<b>11a</b> -----						
<b>b</b> -----						
<b>c</b> -----						
<b>d</b> All other revenue . . . . .						
<b>e Total.</b> Add lines 11a-11d . . . . . ▶						
<b>12 Total revenue.</b> See instructions. . . . . ▶		92976	5750	74912		



**Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

**Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
a				
b				
c				
d				
e				
f				
g				
12	2991		2991	
13	1265		1265	
14				
15				
16				
17				
18				
19				
20				
21				
22				
23	3308	3308		
24				
a	14590	14590		
b	33144		33144	
c	7372	7372		
d	4840			4840
e	30157	17275	12862	
25	97667	42545	50282	4840
26				

**Balanc Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A)		(B)	
		Beginning of year		End of year	
Assets	1	Cash—non-interest-bearing . . . . .	4829	1	1371
	2	Savings and temporary cash investments . . . . .		2	
	3	Pledges and grants receivable, net . . . . .		3	
	4	Accounts receivable, net . . . . .		4	
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L . . . . .		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L . . . . .		6	
	7	Notes and loans receivable, net . . . . .		7	
	8	Inventories for sale or use . . . . .		8	
	9	Prepaid expenses and deferred charges . . . . .		9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a		
	b	Less: accumulated depreciation . . . . .	10b	10c	
	11	Investments—publicly traded securities . . . . .		11	
	12	Investments—other securities. See Part IV, line 11 . . . . .		12	
	13	Investments—program-related. See Part IV, line 11 . . . . .		13	
	14	Intangible assets . . . . .		14	
	15	Other assets. See Part IV, line 11 . . . . .		15	
16	<b>Total assets.</b> Add lines 1 through 15 (must equal line 34) . . . . .	4829	16	1371	
Liabilities	17	Accounts payable and accrued expenses . . . . .		17	
	18	Grants payable . . . . .		18	
	19	Deferred revenue . . . . .		19	
	20	Tax-exempt bond liabilities . . . . .		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D . . . . .		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L . . . . .		22	
	23	Secured mortgages and notes payable to unrelated third parties . . . . .		23	
	24	Unsecured notes and loans payable to unrelated third parties . . . . .		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D . . . . .		25	
	26	<b>Total liabilities.</b> Add lines 17 through 25 . . . . .	0	26	0
Net Assets or Fund Balances	<b>Organizations that follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.</b>				
	27	Unrestricted net assets . . . . .		27	
	28	Temporarily restricted net assets . . . . .		28	
	29	Permanently restricted net assets . . . . .		29	
	<b>Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.</b>				
	30	Capital stock or trust principal, or current funds . . . . .		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund . . . . .		31	
	32	Retained earnings, endowment, accumulated income, or other funds . . . . .		32	
33	<b>Total net assets or fund balances . . . . .</b>		33		
34	<b>Total liabilities and net assets/fund balances . . . . .</b>		34		

**Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	
2	Total expenses (must equal Part IX, column (A), line 25)	2	
3	Revenue less expenses. Subtract line 2 from line 1	3	
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? . . . If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		✓
b Were the organization's financial statements audited by an independent accountant? . . . . . If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		✓
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.		✓
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? . . . . .		✓
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.		✓

Form 990 (2017)

# Articles of Incorporation



0751705.09

amcray  
ADD

Trey Grayson, Secretary of State  
Received and Filed:  
1/14/2010 9:36 AM  
Fee Receipt: \$8.00

## Kentucky Office of the Secretary of State TREY GRAYSON

Division of Corporations  
Business Filings  
PO Box 718  
Frankfort, KY 40602  
(502) 564-3490  
www.sos.ky.gov

Articles of Incorporation  
Non-profit Corporation

NAI

Please note: This form does not comply with 501 (C) status. You should contact the Internal Revenue Service prior to filing the Articles of Incorporation.

Pursuant to KRS Chapter 273, the undersigned applies to qualify and for that purpose submits the following statements:

Article I: The name of the corporation is Southwest Youth Sports, Inc.

Article II: The purpose for which the corporation is organized athletics (youth)

Article III: The name of the registered agent is Deena Burks

and the street address of the corporation's initial registered office in Kentucky is  
6305 Hackel Drive Louisville KY 40258  
Street Address (No Post Office Box Numbers) City State Zip Code

Article IV: The mailing address of the corporation's principal office is  
6305 Hackel Drive Louisville KY 40258  
Street or PO Box Number City State Zip Code

Article V: The number of directors (minimum of three (3) required) constituting the initial board of directors is 6

The names and mailing addresses of the persons who are to serve as the initial board of directors are as follows:

Name	Street or PO Box Number	City	State	Zip Code
James Burks	6305 Hackel Dr	Louisville	KY	40258
Jermaine Craig	2235 Mary Catherine	Louisville	KY	40216
Stephanie Craig	2235 Mary Catherine	Louisville	KY	40216

Article VI: The name and mailing address of the incorporator is

Name	Street Address or Post Office Box Number	City	State	Zip Code
James Burks	6305 Hackel Dr	Louisville	KY	40258
Jermaine Craig	2235 Mary Catherine	Louisville	KY	40216
Stephanie Craig	2235 Mary Catherine	Louisville	KY	40216

I/We declare under penalty of perjury under the laws of the state of Kentucky that the foregoing is true and correct.

James L. Burks Signature of Incorporator James L. Burks, President Print Name & Title 12.10.09 Date

Deena Burks consent to serve as the registered agent on behalf of the corporation.  
Print Name of Registered Agent

Deena Burks, Treasurer Signature of Registered Agent Deena Burks, Treasurer Print Name & Title 12.10.09 Date



COMMONWEALTH OF KENTUCKY  
ALISON LUNDERGAN GRIMES, SECRETARY OF STATE

0751705.09      bAlimonos  
AMD  
Alison Lundergan Grimes  
Kentucky Secretary of State  
Received and Filed:  
5/15/2018 10:59 AM  
Fee Receipt: \$8.00

Division of Business Filings  
Business Filings  
PO Box 718  
Frankfort, KY 40602  
(502) 564-3490  
www.sos.ky.gov

Articles of Amendment  
(Domestic Nonprofit Corporation)

NPA

Pursuant to the provisions of KRS 14A and KRS Chapter 273, the undersigned applies to amend articles and, for that purpose, submits the following statements:

1. The name of the corporation on record with the Office of the Secretary of State is:

**Southwest Youth Sports, Inc.**

(The name must be identical to the name on record with the Secretary of State.)

2. The text of each amendment adopted: see attached

3. The date of adoption of each amendment was March 16, 2018

4. Check either a, b or c (whichever is applicable):

- a.  The amendment(s) was (were) duly adopted by a quorum present at such meeting and that such amendment received at least two-thirds (2/3) of the votes which members present at such meeting or represented by proxy were entitled to cast.
- b.  The amendment(s) was (were) duly adopted by consent in writing and was (were) signed by all members entitled to vote with respect thereto.
- c.  The amendment(s) was (were) duly adopted by the board of directors and such amendment(s) received the vote of a majority of the directors in office since there are no members or members entitled to vote.

5. This application will be effective upon filing, unless a delayed effective date and/or time is provided. The effective date or the delayed effective date cannot be prior to the date the application is filed. The date and/or time is \_\_\_\_\_  
(Delayed effective date and/or time)

I declare under penalty of perjury under the laws of Kentucky that the forgoing is true and correct.

Signature of Officer or Chairman of the Board

Deena Burks  
Printed Name

Treasurer  
Title

May 11, 2018  
Date

**Declaration I: Adopted on March 16, 2018 by full board of directors. New Amendments supersede prior amendments sent in after adoption of original article of incorporation.**

**Amendment I: ARTICLE 2: PURPOSE**

**Section 1:** The purpose of this organization is to provide safe, supervised sports activities for the youth of the city of Louisville. It is our intent to model youth inside and out through sports and positive adult motivation for success in the future.

**Section 2:** Additionally, this organization strives to provide community outreach and support through community giving, development and overall engagement.

**Amendment II: ARTICLE 3: OBJECTIVE**

**Section 1:** The objective of Southwest Youth Sports shall be the following:

- A. To build community
- B. Develop programs to help address the needs of the community
- D. To develop skill and proficiency in sports and related activities.

**Amendment III: ARTICLE 4: MEMBERSHIP**

**Section 1:** Any person sincerely interested in active participation to affect the objective of S.Y.S and currently in good standing with S.Y.S., the Conference, other leagues within the Conference, and/or any other youth organizations and/or programs. Application for membership may be denied by two-thirds (2/3) vote of the Board of Directors.

**Section 2:** There shall be the following two classes of members:

- A. **Participant Member:** Any youth meeting the requirements of S.Y.S., the Conference, S.Y.S programs and residing within the authorized boundaries of the league shall be eligible for participation.

- B. **Regular Member:** Any adult who is the parent and/or legal guardian of a participant member or is interested in furthering the objectives of S.Y.S or any of its programs may become a regular member. All Board members, coaches, team managers, and any other elected or appointed official must be an active regular member in good standing.

**Section 3: Suspension or Termination:**

- A. Membership may be terminated by resignation or by the action of the Board of Directors Members, by a two-thirds (2/3) vote of those officers present at the duly constituted meeting. The following Board of Directors Members shall have the authority to discipline, eject, or suspend the membership of any member on the spot when the conduct of such person is considered detrimental to the best interest of the participants and the organization:  
President, Vice President, and Secretary.
- C. In the case of a participant, the Board of Directors shall give notice to the parent and/or guardian, and the President of the program(s) in which he/she is a member. A legal guardian shall appear in the capacity of the advisor with the participant before the Board of Directors. A minimum of twenty-four hours notice shall be given to all concerned parties. If the participant member does not attend the meeting, it will still be held. A vote may take place and membership may still be terminated.

**Amendment IV: ARTICLE 5: GOVERNMENT**

**Section 1:** The governing body of this league shall be the Board of Directors.

- A. **Board of Directors** shall consist of the following positions:  
President, Secretary and Treasurer.

**Section 2:** The Board of Directors shall manage the property and affairs of the organization as well as have final oversight and approval of the daily functions, finances and governance of each program ran through S.Y.S. The Board of Directors shall, upon election, enter into the performance of their duties described in Article 12 as of January 1<sup>st</sup> of the new season and shall continue in office for a total term of fifty (50) years ending December 31<sup>st</sup> of the 50<sup>th</sup> year. Each additional fifty (50) year term shall be approved by the Board of Directors. New members will be voted in as needed by current board.

- A. The outgoing officer shall transfer all records, files, and materials.
- B. Communicate all practices and policies to the newly elected officers to ensure a smooth transition of the duties. Personally developed procedures, letters, and records will also be helpful to this process.
- C. As part of past, current and future agreements the Board of Directors may have to have continued relationships and involvement in operations to insure continued success.

**Section 3:** The Board will form a board of directors for each of S.Y.S's programs. The program boards will be created for any current or future programs that S.Y.S creates or acquires through financial responsibility to help broaden its community reach and presence.

- A. Each program will have a minimum of a four (4) person board but may have up to five (5) members. The minimum four (4) will consist of a President, Vice President, Secretary and Treasurer, the fifth member shall be the Athletic Director, if the program so chooses.
- B. Terms for program board will be for a term of two (2) years unless there is a violation of S.Y.S policy, a breach of trust, resignation or any other offense.
- C. Vacancies will be filled with proper notice, nomination of a current board member or as the S.Y.S board sees suitable.

**Section 4:** The President shall have the power to appoint such standing and special committees as he/she determines, and delegate such power to them, as they deem advisable. The Board of Directors shall have the power to fill any vacancy, which may occur in any office in any program.

**Section 5:** The Board of Directors may adopt such rules and regulations for the conduct of its meetings and the management of the organization and its programs, as it deems proper.

**Section 6: Elections:**

- A. The President should be elected from within the Board of Directors whenever possible. The President for the upcoming year shall be voted in by the current year Board of Directors before December 31<sup>st</sup>. If there are no candidates by December 31<sup>st</sup>, the new Board of Directors shall vote in a President.



**Amendment V: ARTICLE 6: MANAGEMENT**

**Section 1:** Robert's Rules of Order shall govern all meetings of the Board unless suspended by the Board of Directors for that meeting. A quorum will be a minimum of two-thirds (2/3) of all Board of Directors members. Once a quorum is formed, members leaving the meeting cannot break it. Any Board Member may resign or be removed from office.

**Amendment VI: ARTICLE 7: MEETINGS**

**Section 1:** The Board of Directors shall meet as necessary but no less than once a year.

**Amendment VII: ARTICLE 8: FINANCIAL AND ADMINISTRATIVE YEAR**

**Section 3:** The Board of Directors shall decide all matters pertaining to the finances of S.Y.S. and shall place all income in a common treasury.

- A. All Bingo functions and proceeds will be managed, maintained and distributed by S.Y.S and is not earmarked specifically for any one specific program. There is a separate Bingo account as required by Gaming.
- B. Each program will have a separate account in which they can deposit individual funds made through program initiatives, fundraising and/or program specific donations or sponsorships.
- C. Each program will have monthly treasury report that they will review with S.Y.S.
  - i. Treasury report will contain current balance, expenses, revenues and current and/or future fundraising events.
- D. Each program will be responsible for researching, securing and executing all fundraising efforts. The Treasurer will be responsible for these functions and may appoint help as needed.

**Section 4:** S.Y.S Board members may have compensation based upon program success. Compensation can be paid monthly after review of current and future financials. Amounts are set as: President- up to \$1000 per month, Treasurer up to \$500 per month and Secretary up to \$250 per month. This compensation model is

based upon work required to keep organization running smoothly and the time commitment required to do such.

**Section 5:** All monies received shall be deposited to the credit of S.Y.S at specified banking facility, and all disbursements shall be made by check and/or debit/credit card. The President, or Treasurer can sign all checks.

A. Programs will have separate accounts for their said program however all disbursements will need approval by S.Y.S board to circumvent fraud and waste.

**Section 6:** The books for S.Y.S. can be turned over to a Certified Public Accountant, or any other person appointed by the Board of Directors as it deems necessary.

**Section 7:** All monies received shall be turned in to the Treasurer in a timely manner for proper recording. All checks received shall be deposited in a timely manner. Receipts shall be exchanged immediately.

**Section 8:** A budget shall be created and made available upon request.

A. Programs should create and maintain a budget based on program needs. Budget should be reviewed with the program treasury report.

#### **Amendment VIII:       ARTICLE 9: EQUIPMENT**

**Section 1:** All equipment owned by S.Y.S. shall be stored in a secured location. If any equipment is to be temporarily stored in a personal garage, it must have prior approval from the Board of Directors.

A. If stored at a personal residence there may be a monthly storage fee paid to parties storing such equipment. Storage fee will be based upon average monthly storage rate at a stand-alone storage facility. Payment will be determined based upon available funds in the S.Y.S general account.

**Section 2:** The following Board Members shall have access to equipment at all times – President of S.Y.S and President of each program.

**Section 3:** All equipment shall be inventoried at the beginning of each program year and at the end of each program year.

#### **Amendment IX:   ARTICLE 11: DUTIES OF OFFICERS AND MEMBERS**

**Section 1: President:** The President shall represent this organization at all meetings of the Conference and shall keep this organization informed as to the activities of the Conference. The President shall be responsible for coordinating or causing the coordination of all activities where this organization has a responsibility to the Conference. He/she shall appoint three (3) alternates to attend the meetings in his/her absence. The President shall preside at the league meetings and assume full responsibility for the operation of S.Y.S. according to its By-laws. He/she shall be responsible for the conduct of this league in strict accordance to the policies, principles, rules, and regulations of the Conference. The President shall supervise the function of the various committees. The President shall vote only to break a tie. The President shall attend all scheduled meetings. The President shall handle the league insurance administration and maintain a record of all official documents pertaining to the organization. The President is responsible for either filling any Board vacancies that occur mid season or that have not been filled by January 31<sup>st</sup>. The President is responsible for the safe and effective operation of this organization.

**Section 2: Secretary:** The Secretary shall maintain a register of members and Board of Directors. The Secretary shall attend all scheduled meetings and record the minutes of each meeting and vote on motions. The Secretary shall provide the Board Members with a copy of the minutes. The Secretary shall maintain a record of all official documents. The Secretary shall perform other duties as prescribed. The Secretary is responsible for the safe and effective operation of this organization.

**Section 3: Treasurer:** The Treasurer shall maintain the league books and financial recordings. The Treasurer shall provide a status report once a month. The Treasurer shall prepare a proposed budget at the beginning of the year and distribute a copy to the Board no later than February 20<sup>th</sup>. After the Board makes any necessary adjustments and then votes to accept the budget, the Treasurer will print up a final Budget for the year and distribute it at a March meeting. The Treasurer will supervise all finances and pay all approved purchases or expenses. The Treasurer will provide receipts for all monies collected. The Treasurer shall attend all scheduled meetings and vote on motions. The Treasurer shall oversee and plan all fundraising, concession and money making functions in conjunction with the board. The Treasurer shall perform other duties as prescribed. The Treasurer is responsible for the safe and effective operation of this organization.

**Cost Estimates from  
Proposed Vendor if  
request is for capital**

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**Not Applicable**

# Signed Lease

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## BAXTER AVENUE PROPERTIES, LLC I COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective March 20, 2017 by and between Baxter Avenue Properties, LLC ("Landlord") and Southwest Youth Sports ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 2799, 2801 and 2803 South Floyd Street Louisville, KY 40209 ("Building").

Landlord makes available for Lease 2080 square feet of the Building designated as 2801 South Floyd Street Suite #200 Louisville, KY 40209 (the "Leased Premises"). (See attached drawing.)

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

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

### 1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning April 1, 2017 and ending March 31, 2019. Landlord shall use its best efforts to give Tenant possession as nearly as possible to the beginning of the Lease term.

B. Unless Tenant or Landlord provide not less than one hundred twenty (120) days • Mmitten notice prior to the expiration of the Initial Term this Lease will automatically renew for an extended term of 2 years. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

### 2. Rental.

A. The Base Rent Schedule is below. The Landlord will make the Leased Premises available to Tenant on April 1, 2017. Each instalment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord's property manager (Evans Property Management, LLC) at 2003 Eastern Parkway Suite #1

Louisville, KY 40204 or at such other place designated by written notice from Landlord. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Landlord and Tenant both acknowledge that Tenant's security deposit in the amount of \$1 ,000.00 that is currently held in Landlord's Escrow Account shall continue to be held in Landlord's escrow account at Stock Yards Bank

Account number: 1783416

	<u>Annual</u>	<u>Monthly</u>
Initial Term (24 months)	\$12,000.00	\$1,000.00
B. The rental for any renewal lease term, if created as pennitted under this Lease, shall be \$13,200.00 per year payable in instalments of \$1, 100.00 per month. The renewal period if executed shall expire March 3 1, 2021.		

### 3. Use

The Leased Premises may be used and occupied by Tenants as a non-profit youth sports center, providing that Tenant also must comply with all applicable zoning ordinances. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device, and Tenant shall not use the Leased Premises for any illegal activity. Tenant shall enforce appropriate decorum and quiet on the Leased Premises and not allow any use or activity on the Leased Premises which creates a nuisance or interferes with Landlord, any other tenant or their invitees or endangers any part of the Leased Premises or the Building or which might damage the reputation of Landlord.

### 4. Sublease and Assicment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent will not to be unreasonably withheld or delayed.

### 5. Repairs & Appliances.

Landlord and Tenant acknowledge that Tenant accepts the Premises in its current/as-is condition. During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, minor electrical repairs (light bulbs and ballasts), minor plumbing repairs (leaky faucet, clogged drain, minor toilet repairs) and other parts of the Leased Premises damaged or wom through norrnal occupancy, subject to the obligations of the parties otherwise set forth in this Lease. Tenant shall not be responsible for repairs to major mechanical systems or the roof, unless such repairs are caused by the damages of Tenant subject to the obligations of the parties otherwise set forth in this Lease. Tenant acknowledges and accepts the designated Premises in its current condition. Landlord Work: Landlord will paint the concrete floor.

### 6. Alterations and Improvements.

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

trade fixtures, equipment, and other temporary installations at the expiration of this Lease. All damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense

#### 7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and instalments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises. Tenant shall reimburse Landlord for his proportionate share of Property Tax (5.5%) per month beginning April 1, 2017. Property taxes are currently estimated at \$30.00 per month and be adjusted annually.

#### 8. Insurance.

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

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

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof and \$500,000 for Damages to Rented Premises. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

#### 9. Utilities.

Tenant shall pay as additional rent all charges for gas, electricity, telephone, internet, alarm services and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Landlord shall pay water and sewer utilities. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts together with the payment of the monthly Base Rent. Tenant acknowledges that the Leased Premises are designed to provide standard use electrical facilities and standard lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Temporary space heaters and box fans of any kind are strictly prohibited.

#### 10. Sions.

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

11. Entry.

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

12. Parking.

During the term of this Lease, parking will be shared among Tenants with the Landlord's ability to assign parking spaces if necessary. The parking lot will not be available to Tenants during the U of L football games and other/all "special events" held at Papa John's Stadium and/or Churchill Downs, including but not limited to the Kentucky Derby and Kentucky Oaks.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

14. Damage and Destruction.

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

The parties waive all rights of subrogation on account of any insured loss.

15. Indemnification

The Tenant hereby agrees to indemnify and hold the Landlord harmless from and against all claims, causes of action, losses, expenses and demands, whether for injury to person or loss of life or damage to



property occurring in connection with the Leased Premises or arising from the Tenant's use and occupancy of the Leased Premises except those claims resulting from Landlord's default hereof.

#### 16. Default.

If Tenant defaults on the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice has been given to Tenant by Landlord, or if Tenant defaults on any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may exercise Tenant's right of possession of the Leased Premises by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may re-enter said premises. Tenant shall remain liable for the rental payments for the remaining Lease Term after such default. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages. Landlord will automatically be entitled to any security deposit in this event.

For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$100.00. In addition to the late charge, a charge of \$25/day will be added to the amount past due for each day after the 5th of the month.

#### 17. Condemnation.

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

#### 18. Subordination.

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

19. Security Deposit.

Tenant shall pay a Security Deposit in the amount of 1 ,000.00. The Security Deposit shall be held by Landlord (Stock Yards Bank) without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

20. Notice.

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

If to Landlord to:

Baxter Avenue Properties, LLC  
Attn: Dan Evans 700  
Hollingsworth Place Louisville,  
KY 40207

With a copy to:

Evans Property Management, LLC  
2003 Eastern Parkway  
Suite #1  
Louisville, KY 40204

If to Tenant to:

Southwest Youth Sports 2801 South  
Floyd Street  
Suite #200  
Louisville, KY 40209

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

21. Brokers.

Tenant represents that Tenant was shown the Premises by agent Chad Evans (Realtor/Broker) with Evans Property Management, LLC and any Real Estate Leasing Fees (Including Renewal Options) will be owed by the Landlord. (Realtor/Broker Chad Evans is also related to owner Dan Evans.)

22. Waiver.

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

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

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

25. Successors.

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

26. Consent.

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

27. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing instalment or instalments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance.

28. Compliance with Law.

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

29. Final Agreement.

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

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

Baxter Avenue Properties, LLC

Southwest Youth Sports

By: [Signature]  
Print: DAN SWAN

By: [Signature]  
Print: DOONA BURKS 20 MAR 17

Date: 3-20-17

By: [Signature]  
Print: James L. Burke's 4/14

SOUTHWEST YOUTH SPORTS INC 03/10  
P O BOX 161133 BS, 5024395758  
LOUISVILLE, KY 40256-1133

1359  
73-068/839

Date: 20 MAR 17

Pay to the Order of BAXTER AVE PROPERTY \$ 1000.00  
ONE THOUSAND Dollars

FOR SECURITY DEPOSIT 2801 CHEVY ST

BB&T BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBY BBY.com

SOUTHWEST YOUTH SPORTS INC 03/10  
P O BOX 161133 BS, 5024395758  
LOUISVILLE, KY 40256-1133

1366  
73-068/839

Date: 20 MAR 17

Pay to the Order of BAXTER AVE PROPERTIES \$ 2060.00  
TWENTY THOUSAND SIXTY Dollars

FOR FIRST 2 MOS LEASE

BB&T BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBY BBY.com

# IRS Form W9

Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**SOUTHWEST YOUTH SPORTS, INC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

5 Address (number, street, and apt. or suite no.) See instructions.  
**PO BOX 161133**

6 City, state, and ZIP code  
**LOUISVILLE, KY 40256**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
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OR

Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **JUNE 16 2018**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

# **Evaluation Forms**

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**Not Applicable**

# **Annual Audit**

(If required by organization)

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**Not Required by  
Organization**

# **Faith Based Organization Certification Form**

(If Applicable)

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**Not Applicable**



# Southwest Youth Sports

## 4205 CANE RUN ROAD 2018 BUDGET STATEMENT

### CAPITAL FUND

Address	NAME	Expense	Total Budget	Investers or Grants Revenue Forecast	NET
<b>TOTAL REVENUE</b>	<b>GRANTS</b>			<b>\$ 4,500,000.00</b>	
<b>TOTAL BUDGET</b>			<b>\$ 4,331,400.00</b>		<b>\$ 168,600.00</b>
4205 Cane Run Road	PURCHASE PRICE	\$ 2,500,000.00			
4205 Cane Run Road	REPAIRS	\$ 1,000,000.00			
4205 Cane Run Road	GOODS/SUPPLIES/Furniture (yard/building)	\$ 100,000.00			
4205 Cane Run Road	INSURANCE	\$ 30,000.00			
4205 Cane Run Road	OFFICE SUPPLIES	\$ 15,000.00			
4207 Cane Run Road	PRESIDENT (2 yrs @ \$80,000)	\$ 160,000.00			
4206 Cane Run Road	VICE PRESIDENT of FINANCE (2 yrs @ \$70,000)	\$ 140,000.00			
4205 Cane Run Road	YEARLY ADMINISTRATION apx. \$15.00 PER HOUR (2 yrs @ \$36,000)	\$ 72,000.00			
4205 Cane Run Road	YEARLY ADMINISTRATION GRANT WRITER PART-TIME \$1,100 PER MONTH (2yrs @ \$13,200)	\$ 26,400.00			
4205 Cane Run Road	YEARLY BUILDING MAINTENANCE/UPKEEP PERSON apx. \$15.00 PER HOUR (2 yrs @ \$36,000)	\$ 72,000.00			
4205 Cane Run Road	YEARLY BUILDING MAINTENANCE/UPKEEP PERSON apx. \$15.00 PER HOUR (2 yrs @ \$36,000)	\$ 72,000.00			
4205 Cane Run Road	YEARLY YARD MAINTENANCE/UPKEEP PERSON apx. \$15.00 PER HOUR (2 yrs @ \$36,000)	\$ 72,000.00			
4205 Cane Run Road	YEARLY YARD MAINTENANCE/UPKEEP PERSON apx. \$15.00 PER HOUR (2 yrs @ \$36,000)	\$ 72,000.00	\$ 4,331,400.00	Total Building Fund	
<b>TOTAL BUDGET</b>		<b>\$ 4,331,400.00</b>			

# Recommendation Letter

(not required)

Sherry S. Conner  
Mayor

Council Members

Chester Burrell

Tiffany Burton

Beverly Chester-  
Burton

Maria Johnson

Shanel Thompson

Wendell Vincent

## City of Shively

To Whom It May Concern:

This is to inform you that we have dealt with Southwest Youth Sports, Troy and Deana Burks, for more than ten years. We are pleased to report that all business that has been conducted by Mr. & Mrs. Burks and his youth league has been done in a highly satisfactory manner.

They have always been most helpful in volunteering in community activities, and providing long term relationship building with the youth of our community. In the field of youth sports, we have found that they have built a well respected name in our city. They always are looking for ways to be helpful and consistent in leading youth to be respectful.

If you have any further questions or concerns please reach out to me.

Warmest Regards,



Sherry S. Conner, Mayor



3920 Dixie Hwy. • Shively, Kentucky 40216  
Phone: 502-449-5000 • Fax: 502-449-5004  
[www.shivelyky.gov](http://www.shivelyky.gov)

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## **SOUTHWEST YOUTH SPORTS, INC.**

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### **General Information**

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<b>Organization Number</b>	0751705
<b>Name</b>	SOUTHWEST YOUTH SPORTS, INC.
<b>Profit or Non-Profit</b>	N - Non-profit
<b>Company Type</b>	KCO - Kentucky Corporation
<b>Status</b>	A - Active
<b>Standing</b>	G - Good
<b>State</b>	KY
<b>File Date</b>	1/14/2010
<b>Organization Date</b>	1/14/2010
<b>Last Annual Report</b>	4/6/2018
<b>Principal Office</b>	927 SOUTHVIEW RD LOUISVILLE, KY 40214
<b>Registered Agent</b>	DEENA BURKS 927 SOUTHVIEW RD LOUISVILLE, KY 40214

### **Current Officers**

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<b>President</b>	<a href="#">James LaTroy Burks</a>
<b>Secretary</b>	<a href="#">Patrice Renay Hopson</a>
<b>Treasurer</b>	<a href="#">Deena Marie Burks</a>
<b>Director</b>	<a href="#">James LaTroy Burks</a>
<b>Director</b>	<a href="#">Deena Marie Burks</a>
<b>Director</b>	<a href="#">Patrice Renay Hopson</a>

### **Individuals / Entities listed at time of formation**

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<b>Director</b>	<a href="#">JAMES BURKS</a>
<b>Director</b>	<a href="#">JERMAINE CRAIG</a>
<b>Director</b>	<a href="#">STEPHANIE CRAIG</a>
<b>Director</b>	<a href="#">DEENA BURKS</a>
<b>Director</b>	<a href="#">OSIA CRAIG</a>
<b>Director</b>	<a href="#">DIONA MITCHELL</a>
<b>Incorporator</b>	<a href="#">JAMES BURKS</a>
<b>Incorporator</b>	<a href="#">JERMAINE CRAIG</a>
<b>Incorporator</b>	<a href="#">STEPHANIE CRAIG</a>

### **Images available online**

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Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

<a href="#">Amendment</a>	5/15/2018	7 pages	<a href="#">tiff</a>	<a href="#">PDF</a>
<a href="#">Registered Agent name/address change</a>	4/6/2018 12:12:34 PM	1 page	<a href="#">PDF</a>	
<a href="#">Principal Office Address</a>	4/6/2018 12:06:49 PM	1 page	<a href="#">PDF</a>	

<a href="#">Change</a>				
<a href="#">Annual Report</a>	4/6/2018	1 page	<a href="#">PDF</a>	
<a href="#">Annual Report</a>	5/15/2017	1 page	<a href="#">PDF</a>	
<a href="#">Amendment</a>	7/12/2016	1 page	<a href="#">tiff</a>	<a href="#">PDF</a>
<a href="#">Annual Report</a>	7/1/2016	1 page	<a href="#">PDF</a>	
<a href="#">Annual Report</a>	7/21/2015	1 page	<a href="#">PDF</a>	
<a href="#">Registered Agent name/address change</a>	7/8/2014 12:27:52 PM	1 page	<a href="#">PDF</a>	
<a href="#">Principal Office Address Change</a>	7/8/2014 12:24:00 PM	1 page	<a href="#">PDF</a>	
<a href="#">Annual Report</a>	7/8/2014	1 page	<a href="#">PDF</a>	
<a href="#">Amendment</a>	12/5/2013	1 page	<a href="#">tiff</a>	<a href="#">PDF</a>
<a href="#">Annual Report</a>	7/5/2013	1 page	<a href="#">PDF</a>	
<a href="#">Annual Report</a>	5/21/2012	1 page	<a href="#">PDF</a>	
<a href="#">Annual Report</a>	1/31/2011	1 page	<a href="#">PDF</a>	
<a href="#">Amendment</a>	5/18/2010	1 page	<a href="#">tiff</a>	<a href="#">PDF</a>
<a href="#">Articles of Incorporation</a>	1/14/2010	2 pages	<a href="#">tiff</a>	<a href="#">PDF</a>

## Assumed Names

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## Activity History

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Filing	File Date	Effective Date	Org. Referenced
Amendment - Miscellaneous amendments	5/15/2018 10:59:11 AM	5/15/2018	
Registered agent address change	4/6/2018 12:12:34 PM	4/6/2018 12:12:34 PM	
Annual report	4/6/2018 12:10:13 PM	4/6/2018 12:10:13 PM	
Principal office change	4/6/2018 12:06:49 PM	4/6/2018 12:06:49 PM	
Annual report	5/15/2017 2:03:12 PM	5/15/2017 2:03:12 PM	
Amendment - Miscellaneous amendments	7/12/2016 10:05:14 AM	7/12/2016	
Annual report	7/1/2016 6:54:50 AM	7/1/2016 6:54:50 AM	
Annual report	7/21/2015 10:11:20 AM	7/21/2015 10:11:20 AM	
Registered agent address change	7/8/2014 12:27:52 PM	7/8/2014 12:27:52 PM	
Principal office change	7/8/2014 12:24:00 PM	7/8/2014 12:24:00 PM	
Annual report	7/8/2014 12:22:59 PM	7/8/2014 12:22:59 PM	
Amendment - Miscellaneous amendments	12/5/2013 9:59:45 AM	12/5/2013	
Annual report	7/5/2013 4:22:26 PM	7/5/2013 4:22:26 PM	
Annual report	5/21/2012 10:36:42 AM	5/21/2012 10:36:42 AM	
Annual report	1/31/2011	1/31/2011	

	7:00:48 PM	7:00:48 PM
Amendment - Miscellaneous amendments	5/18/2010 2:20:54 PM	5/18/2010
Add	1/14/2010 9:36:30 AM	1/14/2010

## **Microfilmed Images**

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