

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

Applicant/Program: Phoenix Hill Neighborhood Association/ Project Office

Executive Summary of Request: District four is allocating \$2500 to the Phoenix Hill Neighborhood Association. The funding will be used for operating expenses to cover the rent/utilities, telephone an internet cost from July 1, 2015-June 30, 2016. The organizations serve 20000 addressing in the neighborhood.

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.

4
District #


Primary Sponsor Signature

\$2500
Amount

8/10/2015
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

Clerk's Office Only:

Request Amount: _____ Committee Amended Appropriation: _____

Original Appropriation: _____ Council Amended Appropriation: _____

NDF NON-PROFIT APPLICATION CHECKLIST

Legal Name of Applicant Organization: Phoenix Hill Neighborhood Association	
Program Name: Project office Request Amount: \$2500	Yes/No/NA
Request form: Is the NDF request form signed by all Council Member(s) appropriating funding?	Yes
Request form: Is the funding proposed less than or equal to the request amount?	Yes
Request form: Have all known Council or Staff relationships to the Agency been adequately disclosed on the cover sheet?	Yes
Application Page 1: Has prior Metro funds committed/granted been disclosed?	Yes
Application Page 1: Is the application properly signed and dated by authorized signatory?	Yes
Application Page 3: Reimbursement funding – One or two boxes checked if any expenses are incurred before the grant award period. Is all required documentation included?	Yes
Application Pages 3 – 5: Is the proposed public purpose of the program well-documented?	Yes
Application 4: Is there adequate documentation of how the proceeds of the fundraiser will be spent?	N/A
Application Budget Page 6: Does the application budget reflect only the revenue and expenses of the project/program (page 6) if the request is not an operating budget request? Is all detail schedules included for “Metro, Non Metro and Total” expense funds for client assistance, community events & festivals and other expenses? And does the Non-Metro Revenue equal the Non-Metro expenses?	Yes
Faith Based Organizations: Is the signed Faith Based Form signed and included?	N/A
Jefferson County Only: Will all funding be spent in Louisville/Jefferson County?	Yes
Capital Project(s) request: Is the cost estimate(s) from proposed vendor(s) included?	N/A
Good Standing: Is the entity in good standing with: • Kentucky Secretary of State – include Secretary of State website information on organization • Louisville Metro Government – check OMB monthly report filed in Council Financial Reports • Internal Revenue Service – most recent Form 990 included	Yes
Separate Taxing Districts: If Metro funding is for a separate taxing district, is the funding appropriated for a program outside the legal responsibility of that taxing district?	N/A
Small Cities: Is the resolution included agreeing to partner with Louisville Metro on the capital project? (IRS Determination letter not required, Form 990 not required, but KY SOS acknowledgement is)	N/A
Operating Requests: Is recommended operating funding less than or equal to 33% of total operating budget?	Yes
IRS Exempt Proof: Is proof of Tax Exempt status of 501(c) 3, 4, 6, 19, 1120-H included?	Yes
Operating Budget: Is the organization’s current fiscal year operating budget included?	Yes
Ordinance Required: Is the amount committed by Council members greater than \$5,000 to any one project/program within an organization in this fiscal year.	NO
Board Members: Is the entity’s board member list (with term length/term limits) included?	Yes
Staff: Is a list of the highest paid staff included with their expected annual personnel costs?	N/A
Annual Audit: Is the most recent annual audit (if required by organization) included?	N/A
Rent Requests: Is a copy of signed lease included?	Yes
Articles of Incorporation: Are the Articles of Incorporation of the organization included?	Yes
IRS Form W-9: Is the IRS Form W-9 included?	yes
Evaluation Forms: Are the evaluation forms (if program participants are given evaluation forms) included?	N/A
Affirmative Action: Affirmative Action/Equal Employment Opportunity plan and/or policy statement included (if required by the organization)?	N/A
Prepared by: Keidra King	Date: 8/10/2015



LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 1 – APPLICANT INFORMATION			
Legal Name of Applicant Organization:		Phoenix Hill Neighborhood Association	
(as listed on: http://www.sos.ky.gov/business/records)			
Main Office Street & Mailing Address: 451 Baxter Ave., Louisville, KY 40204			
Website: www.phoenixhillna.org			
Applicant Contact:	Cindy Brown Kinloch	Title:	Administrative Coordinator
Phone:	502 262-7194	Email:	phoenixhillassociation@juno.com
Financial Contact:	Cindy Brown Kinloch	Title:	Administrative Coordinator
Phone:	502 262-7194	Email:	phoenixhillassociation@juno.com
Organization's Representative who attended NDF Training: Cindy Brown Kinloch			
GEOGRAPHICAL AREA(S) WHERE PROGRAM ACTIVITIES ARE (WILL BE) PROVIDED			
Program Facility Location(s):	451 Baxter Ave., Louisville, KY 40204		
Council District(s):	4	Zip Code(s):	40204
SECTION 2 – PROGRAM REQUEST & FINANCIAL INFORMATION			
PROGRAM/PROJECT NAME: Project Office			
Total Request: (\$)	\$2,500	Total Metro Award (this program) in previous year: (\$)	\$2750
Purpose of Request (check all that apply):			
☒ Operating Funds (generally cannot exceed 33% of agency's total operating budget)			
☐ Programming/services/events for direct benefit to community or qualified individuals			
☐ Capital Project of the organization (equipment, furnishing, building, etc)			
The Following are Required Attachments:			
☒ IRS Exempt Status Determination Letter		☒ Signed lease if rent costs are being requested	
☒ Current Year Projected Budget		☒ IRS Form W9	
☒ List of Board of Directors (include term & term limits)		☐ Evaluation forms if used in the proposed program	
☒ Current financial statement		☐ Annual audit (if required by organization)	
☒ Most recent IRS Form 990 or 1120-H		☐ Faith Based Organization Certification Form, if required	
☒ Articles of Incorporation		☐ Staff including the 3 highest paid staff	
☐ Cost estimates from proposed vendor if request is for capital expense			
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.			
Source:		Amount: (\$)	
Source:		Amount: (\$)	
Source:		Amount: (\$)	
Has the applicant contacted the BBB Charity Review for participation? ☐ Yes ☒ No			
Has the applicant met the BBB Charity Review Standards? ☐ Yes ☒ No			



LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 3 – AGENCY DETAILS

Describe Agency's Vision, Mission and Services:

Phoenix Hill Neighborhood Association Mission Statement:

- * Promote community organization, education, and dissemination of information on issues of concern to the neighborhood;
- * Promote the continued development of Phoenix Hill, with attention to minimal resident displacement, deterioration of existing structures, assimilation of new developments, general physical blight, and structural rehabilitation;
- * Enhance the environment through educational programs, as well as the retention and development of civic, recreational, social, cultural, and religious facilities, and/or activities; and
- * Encourage and promote the historic identity of Phoenix Hill as a neighborhood of mixed but compatible uses.



LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 4 – 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.):

The funding will help us pay for the rent/utilities, telephone, and internet costs of our office from July 1, 2015 - June 30, 2016. The Phoenix Hill Neighborhood Association improves the quality of life of our neighborhood and the city as a whole through clean-ups, a Farmers' Market, being a Neighborhood "watchdog", holding neighborhood events, improving our parks and landscaping, dealing with neighborhood development issues, and communicating to our neighborhood residents through newsletters, flyers, our web-site, and our Facebook page. All of this is made possible by having an office that can be the headquarters of all of our activities and supplies.

We serve over 2000 addresses in the neighborhood just East of Downtown Louisville. Some of our activities, such as the Farmers' Market, directly serve other surrounding neighborhoods as well, such as Butchertown and Irish Hill.

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

The funding will be used to pay our office rent/utilities, and our telephone and internet expenses for the year from July 1, 2015 to June 30, 2016.



LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

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

Not applicable.

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:

☐ Effective October 24, 2013, reimbursements should not be made 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.

☒ 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.



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:

This program will benefit all 2000 addresses that we serve in the Phoenix Hill neighborhood, including businesses and residents. Having our office and telephone/internet service allows us to be able to continue with our ongoing services to the neighborhood, which include regular neighborhood clean-ups, neighborhood landscaping and park projects, newsletters, events, weekly Farmers' Market, etc.

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.

The Phoenix Hill Neighborhood Association collaborates with neighborhood businesses and residents to provide for our budget each year. Neighborhood resident and businesses provide the bulk of our budget through their annual memberships. We currently have 52 business members, 15 church/non-profit members, and 25 households.

We are continually recruiting more businesses and residents, but have found it difficult to reach our budgeted income during these tough economic times since we are one of the poorest neighborhoods in Metro Louisville.

We collaborate on a regular basis with the NuLu Business Association, but receive no financial help from them. We collaborate annually with the Louisville Metro Housing Authority for an annual Thunder Over Louisville Parking fundraiser.



LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 5 – 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
A: Personnel Costs Including Benefits	0	0	0
B: Rent/Utilities	1650	150	1800
C: Office Supplies	0	350	350
D: Telephone /Internet	850	100	950
E: In-town Travel	0	0	0
F: Client Assistance (Attach Detailed List)	0	0	0
G: Professional Service Contracts	0	2690	2690
H: Program Materials	0	0	0
I: Community Events & Festivals (Attach Detail List) - <i>See attached</i>	0	3091	3091
J: Machinery & Equipment	0	0	0
K: Capital Project	0	0	0
L: Other Expenses (Attach Detail List) - <i>see attached</i>	0	3119	3119
*TOTAL PROGRAM/PROJECT FUNDS	2500	9500	12000
% of Program Budget	21 %	79 %	100%

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

Other State, Federal or Local Government - <i>KY Dept of Agriculture Farmers Market</i>	400
United Way	
Private Contributions (do not include individual donor names)	4,880
Fees Collected from Program Participants	
Other (please specify) - <i>see attached</i>	4,220
Total Revenue for Columns 2 Expenses **	\$9,500

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

**Must equal or exceed total in column 2.

Phoenix Hill Neighborhood Association

Attachment for Section 5 – Program/Project Budget summary

2015 – 2016 NDF Request

I. Community Events and Festivals:

Farmers' Market	\$2,100
Annual Membership Meeting	430
Other Events	561
Total	\$3,091

L. Other Expenses:

Bulk Mailing Permit	\$ 220
Annual Filing Fee	15
Web-site Hosting	200
Center for Neighborhoods Mem.	24
Liability Insurance – Board and Event	850
Newsletter	540
Postage and Delivery	150
Printing and Reproduction	120
Lucille Grant Park	1,000
Total	\$3,119

Other Funding Sources:

Farmers' Market	\$1,700
Thunder Over Louisville fundraiser	1,500
Friends of Lucille Grant Park	1,000
Interest	20
Total	\$4,220



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
<i>Total Value of In-Kind</i> <i>(to match Program Budget Line Item.</i> Volunteer Contribution & Other In Kind)		

* 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: January 1, 2015

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:



LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 6 – 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 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.
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 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.

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.

N/A

SECTION 7 – 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:	Kristi Ashby	Date:	7/30/15
Legal Signatory: (please print):	Kristi Ashby	Title:	Board President
Phone:	502 439-4051	Extension:	
Email:	kristi.ashby@insightbb.com		

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077550279
Feb. 09, 2011 LTR 4168C 0
61-0903390 000000 00

00026073

BODC: TE

PHOENIX HILL NEIGHBORHOOD
ASSOCIATION INC
% MIKE MORRIS
451 BAXTER AVE # 200
LOUISVILLE KY 40204-1177



09572

Employer Identification Number: 61-0903390
Person to Contact: Sophia Brown
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Dec. 09, 2010, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in September 1993.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

4077550279
Feb. 09, 2011 LTR 4168C 0
61-0903390 000000 00
00026074

PHOENIX HILL NEIGHBORHOOD
ASSOCIATION INC
% MIKE MORRIS
451 BAXTER AVE # 200
LOUISVILLE KY 40204-1177

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Cindy Thomas

Cindy Thomas
Manager, EO Determinations

7:54 AM
07/31/15
Cash Basis

Phoenix Hill Neighborhood Association, Inc.
Profit & Loss Budget Overview
January through December 2015

	Jan - Dec 15
Ordinary Income/Expense	
Income	
Farmers' Market	
Kentucky Proud Matching Grant	400.00
Donations	100.00
Daily Market Fee	1,000.00
Annual Registration Fee	600.00
Total Farmers' Market	2,100.00
SYB CD Interest	20.00
Contributions Income	
Restricted	
Friends of Lucille Grant Park	1,000.00
Total Restricted	1,000.00
Total Contributions Income	1,000.00
Event Income	
Thunder Over Louisville Parking	1,500.00
Total Event Income	1,500.00
Grants	
2015 - 2016 Tandy Grant	917.00
2014 - 2015 Tandy Grant	1,833.00
Total Grants	2,750.00
Membership Dues	
Non-Profits/Churches	300.00
Business	
Cornerstone	1,500.00
Leadership Business	400.00
General Business	2,050.00
Total Business	3,950.00
Indiv/Family	380.00
Total Membership Dues	4,630.00
Total Income	12,000.00
Expense	
Internet service	720.00
KY Proud Hort Cost Share Grant	
Signs	500.00
Postcards	300.00
Total KY Proud Hort Cost Share Grant	800.00
Farmers' Market General Expense	
Annual Site Fee	400.00
Apple Cider Festival	100.00
EBT Monthly Service Fee	300.00
Farmers' Market General Expense - Other	500.00
Total Farmers' Market General Expense	1,300.00
Projects	
Lucille Grant Park	1,000.00
Total Projects	1,000.00
Bulk Mailing Permit	220.00
Annual Filing Fee	15.00
Computer	
Web-site	200.00
Total Computer	200.00
Contract Labor	2,340.00

7:54 AM
07/31/15
Cash Basis

Phoenix Hill Neighborhood Association, Inc.
Profit & Loss Budget Overview
January through December 2015

	Jan - Dec 15
Contributions	
Center for Neighborhoods	24.00
Total Contributions	24.00
Events	
Annual Meeting	430.00
Events - Other	561.00
Total Events	991.00
Insurance	
Liability Insurance	850.00
Total Insurance	850.00
Newsletter	
Newsletter mailing	240.00
Newsletter printing	300.00
Total Newsletter	540.00
Office Supplies	350.00
Postage and Delivery	150.00
Printing and Reproduction	120.00
Professional Fees	
Accounting	350.00
Total Professional Fees	350.00
Rent	1,800.00
Telephone	230.00
Total Expense	12,000.00
Net Ordinary Income	0.00
Net Income	0.00

PHOENIX HILL NEIGHBORHOOD ASSOCIATION
2015 BOARD OF DIRECTORS
TERMS

<u>Board Member</u>	<u>Term Expires (may renew for 1, or 2)</u>
Kristi Ashby	December 2016
David Brown Kinloch	December 2015
Tracey Darbro	December 2016
Lettie Heer	December 2015
Rev. Ben Lairamore	December 2016
Doug Magee	December 2015
Diane Moten	December 2016
Tom Nolan	December 2015
Josh White	December 2016

Staff:

Cindy Brown Kinloch

7:55 AM
07/31/15
Cash Basis

Phoenix Hill Neighborhood Association, Inc.
Profit & Loss
January through June 2015

	Jan - Jun 15
Ordinary Income/Expense	
Income	
In-Kind Donations	350.00
Farmers' Market	
Daily Market Fee	160.00
Annual Registration Fee	450.00
Total Farmers' Market	610.00
SYB CD Interest	10.34
Contributions Income	
Restricted	
Friends of Lucille Grant Park	1,500.14
Total Restricted	1,500.14
Total Contributions Income	1,500.14
Event Income	
Thunder Over Louisville Parking	3,071.30
Total Event Income	3,071.30
Grants	
2014 - 2015 Tandy Grant	1,833.00
Total Grants	1,833.00
Interest	0.49
Membership Dues	
Non-Profits/Churches	300.00
Business	
Cornerstone	1,000.00
Leadership Business	400.00
General Business	1,650.00
Total Business	3,050.00
Indiv/Family	50.00
Total Membership Dues	3,400.00
Miscellaneous Income	600.00
Total Income	11,375.27
Expense	
Internet service	363.55
KY Proud Hort Cost Share Grant	
Signs	294.00
Postcards	277.06
Total KY Proud Hort Cost Share Grant	571.06
Farmers' Market General Expense	
Annual Site Fee	400.00
Farmers' Market General Expense - Other	170.84
Total Farmers' Market General Expense	570.84
Projects	
Lucille Grant Park	833.76
Total Projects	833.76
Annual Filing Fee	15.00
Computer	
Web-site	195.40
Total Computer	195.40
Contract Labor	1,890.00
Events	
Lucille Grant Park Fundraiser	893.65
Total Events	893.65

7:55 AM
07/31/15
Cash Basis

Phoenix Hill Neighborhood Association, Inc.
Profit & Loss
January through June 2015

	Jan - Jun 15
Insurance	
Liability Insurance	865.13
Total Insurance	865.13
Miscellaneous	600.00
Newsletter	
Newsletter mailing	75.84
Total Newsletter	75.84
Office Supplies	134.83
Postage and Delivery	147.00
Printing and Reproduction	63.00
Professional Fees	
Accounting	350.00
Total Professional Fees	350.00
Rent	900.00
Telephone	113.73
Total Expense	8,582.79
Net Ordinary Income	2,792.48
Net Income	2,792.48

Form **990-EZ**Department of the Treasury
Internal Revenue Service**Short Form**
Return of Organization Exempt From Income TaxUnder 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.▶ Information about Form 990-EZ and its instructions is at www.irs.gov/form990.

OMB No. 1545-1150

2014**Open to Public
Inspection**

A For the 2014 calendar year, or tax year beginning , and ending		D Employer identification number
B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending	C Name of organization PHOENIX HILL NEIGHBORHOOD ASSOCIATION, INC.	E Telephone number
	Number and street (or P.O. box, if mail is not delivered to street address) Room/suite 451 BAXTER AVENUE 200	61-0903390
	City or town State ZIP code LOUISVILLE KY 40204	
	Foreign country name Foreign province/state/county Foreign postal code	
		F Group Exemption Number ▶
G Accounting Method: ☒ Cash ☐ Accrual Other (specify) ▶		H Check ☐ if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).
I Website: ▶ N/A		
J Tax-exempt status (check only one) — ☒ 501(c)(3) ☐ 501(c) () ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527		
K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other		
L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ ▶ \$ 13,883		
Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I) ☒		
Check if the organization used Schedule O to respond to any question in this Part I ☐		

Revenue	1 Contributions, gifts, grants, and similar amounts received	1	8,214
	2 Program service revenue including government fees and contracts	2	
	3 Membership dues and assessments	3	
	4 Investment income	4	22
	5a Gross amount from sale of assets other than inventory	5a	
	5b Less: cost or other basis and sales expenses	5b	
	5c Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	0
	6 Gaming and fundraising events		
	a Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
	b Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	5,247
c Less: direct expenses from gaming and fundraising events	6c	3,613	
d Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	1,634	
7a Gross sales of inventory, less returns and allowances	7a		
b Less: cost of goods sold	7b		
c Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c	0	
8 Other revenue (describe in Schedule O) ▶	8	400	
9 Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9	10,270	
Expenses	10 Grants and similar amounts paid (list in Schedule O)	10	
	11 Benefits paid to or for members	11	
	12 Salaries, other compensation, and employee benefits	12	2,423
	13 Professional fees and other payments to independent contractors	13	350
	14 Occupancy, rent, utilities, and maintenance	14	2,028
	15 Printing, publications, postage, and shipping	15	944
	16 Other expenses (describe in Schedule O) ▶	16	3,436
	17 Total expenses. Add lines 10 through 16	17	9,181
Net Assets	18 Excess or (deficit) for the year (Subtract line 17 from line 9)	18	1,089
	19 Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	6,126
	20 Other changes in net assets or fund balances (explain in Schedule O) ▶	20	-303
	21 Net assets or fund balances at end of year. Combine lines 18 through 20	21	6,912

For Paperwork Reduction Act Notice, see the separate instructions.
HTAForm **990-EZ** (2014)

Check if the organization used Schedule O to respond to any question in this Part II

	(A) Beginning of year	(B) End of year
22 Cash, savings, and investments	6,126	22 6,912
23 Land and buildings		23
24 Other assets (describe in Schedule O)		24
25 Total assets	6,126	25 6,912
26 Total liabilities (describe in Schedule O)		26
27 Net assets or fund balances (line 27 of column (B) must agree with line 21).	6,126	27 6,912

Check if the organization used Schedule O to respond to any question in this Part III.

What is the organization's primary exempt purpose? <u>NEIGHBORHOOD DEVELOPMENT</u>		(Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)	
Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.			
28	EVENTS & SUPPORT ----- ----- (Grants \$) If this amount includes foreign grants, check here ☐	28a	3,613
29	PUBLICATION OF RESIDENT NEWSLETTER ----- ----- (Grants \$) If this amount includes foreign grants, check here ☐	29a	510
30	----- ----- (Grants \$) If this amount includes foreign grants, check here ☐	30a	
31	Other program services (describe in Schedule O) (Grants \$) If this amount includes foreign grants, check here ☐	31a	
32	Total program service expenses. (add lines 28a through 31a) ☐	32	4,123

Check if the organization used Schedule O to respond to any question in this Part IV

[illegible]

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V) Check if the organization used Schedule O to respond to any question in this Part V. ☐

	Yes	No
33 Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O.		X
34 Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions).		X
35 a Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		X
b If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O		
c Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III.		X
36 Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N.		X
37 a Enter amount of political expenditures, direct or indirect, as described in the instructions. ▶ 37a _____		
b Did the organization file Form 1120-POL for this year?		X
38 a Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?		X
b If "Yes," complete Schedule L, Part II and enter the total amount involved.	38b _____	
39 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on line 9.	39a _____	
b Gross receipts, included on line 9, for public use of club facilities.	39b _____	
40 a Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ _____; section 4912 ▶ _____; section 4955 ▶ _____		
b Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I.	40b _____	X
c Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958. ▶ _____		
d Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization. ▶ _____		
e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T.	40e _____	X
41 List the states with which a copy of this return is filed. ▶ _____		
42 a The organization's books are in care of ▶ <u>LAUREN KALLMEYER</u> Telephone no. ▶ <u>(502) 583-7133</u> Located at ▶ <u>451 BAXTER AVENUE</u> City <u>LOUISVILLE</u> ST <u>KY</u> ZIP + 4 ▶ <u>40204</u>		
b 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)? If "Yes," enter the name of the foreign country: ▶ _____ See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	42b _____	X
c At any time during the calendar year, did the organization maintain an office outside the U.S.? If "Yes," enter the name of the foreign country: ▶ _____	42c _____	X
43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 —Check here. ▶ ☐ and enter the amount of tax-exempt interest received or accrued during the tax year. ▶ 43 _____		
44 a Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ.	44a _____	X
b Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ.	44b _____	X
c Did the organization receive any payments for indoor tanning services during the year?	44c _____	X
d If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O.	44d _____	
45 a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	45a _____	X
45 b 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," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions).	45b _____	

46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I.

	Yes	No
46		X

Part VI Section 501(c)(3) organizations only

All section 501(c)(3) organizations must answer questions 47–49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI ☐

47 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.

	Yes	No
47		X

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E.

48		X
-----------	--	---

49 a Did the organization make any transfers to an exempt non-charitable related organization?

49a		X
------------	--	---

b If "Yes," was the related organization a section 527 organization?

49b		
------------	--	--

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
Name None				
Title	Hr/WK .00			
Name				
Title	Hr/WK .00			
Name				
Title	Hr/WK .00			
Name				
Title	Hr/WK .00			
Name				
Title	Hr/WK .00			

f Total number of other employees paid over \$100,000 **▶** _____

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
Name None		
City	Str	
ST		
ZIP		
Name		
City	Str	
ST		
ZIP		
Name		
City	Str	
ST		
ZIP		
Name		
City	Str	
ST		
ZIP		
Name		
City	Str	
ST		
ZIP		

d Total number of other independent contractors each receiving over \$100,000 **▶** _____

52 Did the organization complete Schedule A? **Note.** All section 501(c)(3) organizations must attach a completed Schedule A.

▶ ☒ Yes ☐ No

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

LEONARD J MARIANI

Preparer's signature

Leon J Mariani CPA

Date

5/10/2015

Check ☐ if self-employed

PTIN

P00177626

Firm's name **▶** LEONARD J MARIANI CPA INC

Firm's EIN **▶** 31-1525161

Firm's address **▶** 1711 BARDSTOWN RD STE 201, LOUISVILLE, KY 40205

Phone no. 502-473-8088

May the IRS discuss this return with the preparer shown above? See instructions.

▶ ☐ Yes ☐ No

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2014

**Open to Public
Inspection**

Department of the Treasury
Internal Revenue Service

Name of the organization

PHOENIX HILL NEIGHBORHOOD ASSOCIATION, INC.

Employer identification number

61-0903390

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 ☐ A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E.)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 ☐ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 11a through 11d that describes the type of supporting organization and complete lines 11e, 11f, and 11g.
- a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations 0
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–9 above or IRC section (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total					0	0

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	7,303	6,143	8,588	7,055	8,214	37,303
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
3 The value of services or facilities furnished by a governmental unit to the organization without charge						0
4 Total. Add lines 1 through 3	7,303	6,143	8,588	7,055	8,214	37,303
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						37,303

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
7 Amounts from line 4	7,303	6,143	8,588	7,055	8,214	37,303
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	154	67	25	21	22	289
9 Net income from unrelated business activities, whether or not the business is regularly carried on						0
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	0	0				0
11 Total support. Add lines 7 through 10						37,592
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2014 (line 6, column (f) divided by line 11, column (f))	14	99.23%
15 Public support percentage from 2013 Schedule A, Part II, line 14	15	97.78%
16a 33 1/3% support test—2014. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		☒
b 33 1/3% support test—2013. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		☐
17a 10%-facts-and-circumstances test—2014. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		☐
b 10%-facts-and-circumstances test—2013. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		☐
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II.

If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						0
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						0
3 Gross receipts from activities that are not an unrelated trade or business under section 513						0
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
5 The value of services or facilities furnished by a governmental unit to the organization without charge						0
6 Total. Add lines 1 through 5	0	0	0	0	0	0
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						0
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						0
c Add lines 7a and 7b	0	0	0	0	0	0
8 Public support (Subtract line 7c from line 6.)						0

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
9 Amounts from line 6	0	0	0	0	0	0
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						0
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						0
c Add lines 10a and 10b	0	0	0	0	0	0
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						0
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						0
13 Total support. (Add lines 9, 10c, 11, and 12.)	0	0	0	0	0	0

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2014 (line 8, column (f) divided by line 13, column (f))	15	0.00%
16 Public support percentage from 2013 Schedule A, Part III, line 15	16	0.00%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2014 (line 10c, column (f) divided by line 13, column (f))	17	0.00%
18 Investment income percentage from 2013 Schedule A, Part III, line 17	18	0.00%

19a 33 1/3% support tests—2014. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

b 33 1/3% support tests—2013. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 11 of Part I. If you checked 11a of Part I, complete Sections A and B. If you checked 11b of Part I, complete Sections A and C. If you checked 11c of Part I, complete Sections A, D, and E. If you checked 11d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes" and if you checked 11a or 11b in Part I, answer (b) and (c) below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI , including (i) the names and EIN numbers of the supported organizations added, substituted, or removed, (ii) the reasons for each such action, (iii) the authority under the organization's organizing document authorizing such action, and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (a) its supported organizations; (b) individuals that are part of the charitable class benefited by one or more of its supported organizations; or (c) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI .		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in IRC 4958(c)(3)(C)), a family member of a substantial contributor, or a 35-percent controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI .		
b Did one or more disqualified persons (as defined in line 9(a)) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI .		
c Did a disqualified person (as defined in line 9(a)) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI .		
10a Was the organization subject to the excess business holdings rules of IRC 4943 because of IRC 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer (b) below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

- 11** Has the organization accepted a gift or contribution from any of the following persons?
- a** A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?
- b** A family member of a person described in (a) above?
- c** A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in **Part VI**.

	Yes	No
11a		
11b		
11c		

Section B. Type I Supporting Organizations

- 1** Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in **Part VI** how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.
- 2** Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in **Part VI** how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.

	Yes	No
1		
2		

Section C. Type II Supporting Organizations

- 1** Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in **Part VI** how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).

	Yes	No
1		

Section D. All Type III Supporting Organizations

- 1** Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (1) a written notice describing the type and amount of support provided during the prior tax year, (2) a copy of the Form 990 that was most recently filed as of the date of notification, and (3) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?
- 2** Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in **Part VI** how the organization maintained a close and continuous working relationship with the supported organization(s).
- 3** By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in **Part VI** the role the organization's supported organizations played in this regard.

	Yes	No
1		
2		
3		

Section E. Type III Functionally-Integrated Supporting Organizations

- 1** Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions):
- a** ☐ The organization satisfied the Activities Test. Complete **line 2** below.
- b** ☐ The organization is the parent of each of its supported organizations. Complete **line 3** below.
- c** ☐ The organization supported a governmental entity. Describe in **Part VI** how you supported a government entity (see instructions).

2 Activities Test. Answer (a) and (b) below.

- a** Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in **Part VI** identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.
- b** Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in **Part VI** the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.

3 Parent of Supported Organizations. Answer (a) and (b) below.

- a** Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in **Part VI**.
- b** Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in **Part VI** the role played by the organization in this regard.

	Yes	No
2a		
2b		
3a		
3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1** ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970. **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3	4	0	0
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 Adjusted Net Income (subtract lines 5, 6 and 7 from line 4)	8	0	0

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d Total (add lines 1a, 1b, and 1c)	1d	0	0
e Discount claimed for blockage or other factors (explain in detail in Part VI):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d	3	0	0
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	0	0
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5	0	0
6 Multiply line 5 by .035	6	0	0
7 Recoveries of prior-year distributions	7	0	0
8 Minimum Asset Amount (add line 7 to line 6)	8	0	0

Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		0
2 Enter 85% of line 1	2		0
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		0
4 Enter greater of line 2 or line 3	4		0
5 Income tax imposed in prior year	5		
6 Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6		0

7 ☐ Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions			Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes		
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity		
3	Administrative expenses paid to accomplish exempt purposes of supported organizations		
4	Amounts paid to acquire exempt-use assets		
5	Qualified set-aside amounts (prior IRS approval required)		
6	Other distributions (describe in Part VI). See instructions.		
7	Total annual distributions. Add lines 1 through 6.		0
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.		
9	Distributable amount for 2014 from Section C, line 6		0
10	Line 8 amount divided by Line 9 amount		0.000

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2014	(iii) Distributable Amount for 2014
1 Distributable amount for 2014 from Section C, line 6			0
2 Underdistributions, if any, for years prior to 2014 (reasonable cause required-see instructions)			
3 Excess distributions carryover, if any, to 2014:			
a			
b			
c			
d			
e From 2013			
f Total of lines 3a through e	0		
g Applied to underdistributions of prior years		0	
h Applied to 2014 distributable amount			0
i Carryover from 2009 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.	0		
4 Distributions for 2014 from Section D, line 7: \$ 0			
a Applied to underdistributions of prior years		0	
b Applied to 2014 distributable amount			0
c Remainder. Subtract lines 4a and 4b from 4.	0		
5 Remaining underdistributions for years prior to 2014, if any. Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions).		0	
6 Remaining underdistributions for 2014. Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions).			0
7 Excess distributions carryover to 2015. Add lines 3j and 4c.	0		
8 Breakdown of line 7:			
a			
b			
c			
d Excess from 2013	0		
e Excess from 2014	0		

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Also complete this part for any additional information. (See instructions).

Area with horizontal dashed lines for supplemental information.

Schedule B
(Form 990, 990-EZ,
or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

► Attach to Form 990, Form 990-EZ, or Form 990-PF.

OMB No. 1545-0047

2014

► Information about Schedule B (Form 990, 990-EZ, or 990-PF) and its instructions is at www.irs.gov/form990.

Name of the organization

PHOENIX HILL NEIGHBORHOOD ASSOCIATION, INC.

Employer identification number

61-0903390

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

☒ 501(c)(3) (enter number) organization

☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation

☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation

☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note. Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- ☐ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- ☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3 % support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000 or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received nonexclusively religious, charitable, etc., contributions totaling \$5,000 or more during the year ► \$

Caution. An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization PHOENIX HILL NEIGHBORHOOD ASSOCIATION, INC.	Employer identification number 61-0903390
--	---

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)

Employer identification number

61-0903390

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
-----	----- ----- ----- -----	\$ -----	-----

Name of organization PHOENIX HILL NEIGHBORHOOD ASSOCIATION, INC.	Employer identification number 61-0903390
--	---

Part III **Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor.** Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of *exclusively* religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this information once. See instructions.) ► \$ _____ 0

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4

Relationship of transferor to transferee

For. Prov.

Country

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4

Relationship of transferor to transferee

For. Prov.

Country

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4

Relationship of transferor to transferee

For. Prov.

Country

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4

Relationship of transferor to transferee

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2014

**Open to Public
Inspection**

Name of the organization

PHOENIX HILL NEIGHBORHOOD ASSOCIATION, INC.

Employer identification number

61-0903390

Form 990-EZ, Part I, Line 8, Other Revenue: MISC INCOME: 400

Form 990-EZ, Part I, Line 16, Other Expenses: WEBSITE: 195

Form 990-EZ, Part I, Line 16, Other Expenses: OFFICE SUPPLIES: 376

Form 990-EZ, Part I, Line 16, Other Expenses: INTERNET: 797

Form 990-EZ, Part I, Line 16, Other Expenses: INSURANCE: 845

Form 990-EZ, Part I, Line 16, Other Expenses: MISC: 409

Form 990-EZ, Part I, Line 16, Other Expenses: FILING FEES: 15

Form 990-EZ, Part I, Line 16, Other Expenses: GRANT EXPS: 799

Form 990-EZ, Part I, Line 20, Net Assets: ACCOUNTING ADJUSTMENTS: -303

Schedule O (Form 990 or 990-EZ) (2014)

Name of the organization

PHOENIX HILL NEIGHBORHOOD ASSOCIATION, INC.

Employer identification number

61-0903390

548620

Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

THELMA L. STOVALL
Secretary



FRANKFORT,
KENTUCKY

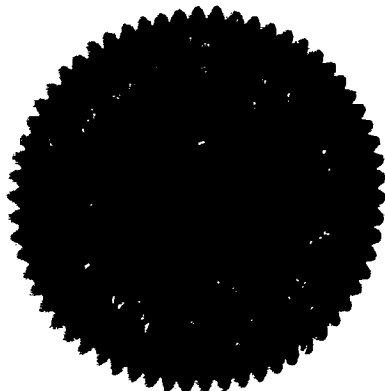
CERTIFICATE OF INCORPORATION OF NON-STOCK, NON-PROFIT CORPORATION

I, **THELMA L. STOVALL**, Secretary of State of the Commonwealth of Kentucky
certify that there has been delivered to my office articles of incorporation of
PHOENIX HILL ASSOCIATION, INC.

The name and address of the registered agent of this corporation is

NAME **G. RAYMOND SCHUMANN**
STREET ADDRESS **330 BAXTER AVENUE**
CITY, STATE **LOUISVILLE, KENTUCKY 40204**

NOW, THEREFORE, finding that these articles of incorporation conform to law and
that all fees therefore having been paid as prescribed by law, I, **THELMA L. STOVALL**,
Secretary of State, issue this Certificate of Incorporation.



Issued this **26TH** day of **NOVEMBER**, 19 **75**,
at Frankfort, Kentucky.

Thelma L. Stovall

SECRETARY OF STATE

SECRETARY OF STATE

ASSISTANT SECRETARY OF STATE

ARTICLE V

The Corporation shall have members, the number, qualifications and manner of election of whom shall be as provided in the bylaws.

ARTICLE VI

The initial board of Directors of the Corporation shall consist of three members whose names and addresses are as follows:

G. Raymond Schuhmann	330 Baxter Avenue Louisville, Kentucky 40204
Don Grisanti	1000 East Liberty Street Louisville, Kentucky 40204
Henry Bickel	1044 East Chestnut Street Louisville, Kentucky 40204

ARTICLE VII

The Board of Directors shall have the right to adopt, amend, repeal and revise By-Laws for the benefit of the Corporation.

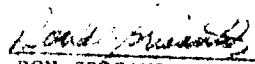
ARTICLE VIII

The names and addresses of the incorporators are:

G. Raymond Schuhmann	330 Baxter Avenue Louisville, Kentucky 40204
Don Grisanti	330 Baxter Avenue Louisville, Kentucky 40204

IN WITNESS WHEREOF, we, G. Raymond Schuhmann and Don Grisanti, the incorporators, have executed in triplicate these Articles of Incorporation of PHOENIX HILL ASSOCIATION, INC. on the 24 day of NOVEMBER, 1975.


G. RAYMOND SCHUHMAN


DON GRISANTI

54860 ✓

Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

FRANCES JONES MILLS
Secretary



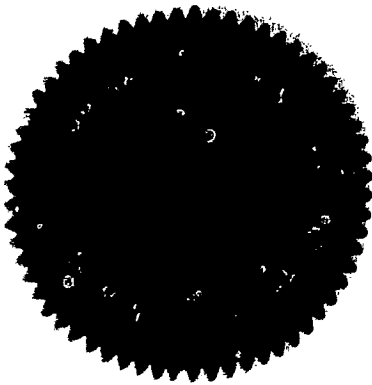
FRANKFORT,
KENTUCKY

CERTIFICATE OF AMENDMENT & RESTATED TO ARTICLES OF INCORPORATION

I, **FRANCES JONES MILLS**, Secretary of State of the Commonwealth of
Kentucky, do hereby certify that Amended ^{& RESTATED} Articles of Incorporation of

PHOENIX HILL ASSOCIATION, INC.

^{& RESTATED}
amended pursuant to Kentucky Revised Statutes, ~~XXX~~ A, (273) duly signed and veri-
fied or acknowledged according to law, have been filed in my office by said corpora-
tion, and that all taxes, fees and charges payable upon the filing of said Articles of
Amendment ^{& RESTATED} have been paid.



SECRETARY OF STATE

Given under my hand and seal of Office as Secretary of
State, at Frankfort, Kentucky, this 22ND
day of DECEMBER, 19 83.

Frances Jones Mills
SECRETARY OF STATE

ASSISTANT SECRETARY OF STATE

The purposes of the Corporation shall be more specifically stated, not necessarily in order of priority, as follows:

- 1) To promote community organization, education and dissemination of information on issues of concern to the neighborhood such as housing, economic development, health, crime prevention, employment and the environment;
- 2) To encourage neighborhood improvement and the lessening of neighborhood tensions;
- 3) To address the problems of neighborhood deterioration and general physical blight and to improve the housing and business structures in the neighborhood;
- 4) To promote rehabilitation of the neighborhood as a whole through rehabilitation of individual structures;
- 5) To educate the community as large of the viability of the Phoenix Hill neighborhood;
- 6) To promote the historic preservation of the Phoenix Hill neighborhood;
- 7) To minimize displacement of residents by encouraging relocation housing within the area or immediate vicinity of Phoenix Hill;
- 8) To enhance the environment through development of recreational, social, cultural and religious facilities and activities;
- 9) To monitor community services within the Phoenix Hill area;
- 10) To encourage the identity of Phoenix Hill as being a neighborhood of mixed, but compatible, uses, including both residential and commercial.

ARTICLE V

The Corporation shall be irrevocably dedicated to and operated exclusively for, non-profit purposes. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof.

ARTICLE VII

The officers and members of this Corporation shall not be held personally liable for any debt or obligation of the Corporation solely because of their position as officers and members of the Corporation.

ARTICLE VIII

In the event of dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all assets of the Corporation exclusively for the purposes of the Corporation, in such manner, or to such organizations organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provisions of any later Federal tax laws), as the Board of Directors shall determine.

The remaining assets, if any, shall be disposed of by the Circuit Court of the County in which the principal office for the Corporation is then located, exclusively for such purposes or to such organization as said Court shall determine are organized and operated exclusively for such purposes.

ARTICLE IX

Amendments to these Articles shall be made pursuant to the provisions of K.R.S. 273.263.

ARTICLE X

The Corporation shall have members, the number, qualifications and manner of election of whom shall be as provided in the By-Laws.

ARTICLE XI

By-Laws will be hereafter adopted by the Directors of the Corporation. Such By-Laws may be amended or repealed, in whole or in part, in the manner provided therein by the Board of Directors.

ARTICLE XII

At a meeting of the membership on September 15, 1983, at which a quorum was present, over two-thirds of the members voted to adopt the amendments incorporated herein, and to file these restated Articles of Incorporation. Members were given written notice of this meeting in accordance with the Corporation's By-Laws.

0054860.09

mstratton
NACOA

Trey Grayson
Secretary of State
Received and Filed

09/21/2006 9:48:00 AM
Fee Receipt: \$8.00

Articles of Amendment of Phoenix Hill Association, Inc.

The undersigned person, President of the Phoenix Hill Association, Inc., hereby adopts these Articles of Amendment:

Article 1. The name of the company is Phoenix Hill Association, Inc.

Article 2. The Board of Directors of the Phoenix Hill Association, has adopted a resolution to amend its Article of Incorporation by changing the name of the corporation to:

Phoenix Hill Neighborhood Association, Inc.

Article 3. At the April 2006 Board of Director's Meeting, a resolution was made and seconded to change the name of the corporation, by adding the word "Neighborhood", to eliminate confusion as to the nature of the organization. A quorum of the Board of Directors was present. The Board of Directions adopted this resolution unanimously. A copy of the minutes of this meeting is attached, containing the passage of this resolution, and signed by the Corporation's Secretary.

I certify that all of the facts stated in these Articles of Amendment are true and correct and are made for the purpose of amending our Articles of Incorporation the laws of the Commonwealth of Kentucky.

Dated September 18, 2006



Signature of President – Sue Fridenstine

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective May 17, 2012 by and between Equinox Real Estate, LLC ("Landlord") and Phoenix Hill Association ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 451 Baxter Avenue Louisville, KY 40204 ("Building").

Landlord makes available for lease a portion of the Building designated as Suite #104 (the "Leased Premises").

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

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

Term

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning June 1, 2012 and ending May 31, 2013. Landlord shall use its best efforts to give Tenant possession as nearly as possible to the beginning of the Lease term.

B. Unless either party gives not less than sixty (60) days notice prior to the expiration of the Initial Term this Lease will automatically renew for an extended term of 1 year. 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.

Rental

A. The Base Rent Schedule is below. The first rental payment will be due on June 1, 2012. Each instalment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 3012 Wellbrooke Road Louisville, KY 40205 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of \$0.

	<u>12-Months</u>	<u>Monthly</u>
Months 1-12	\$1,800.00	\$150.00

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be \$1,800.00 per year payable in instalments of \$150.00 per month.

The Leased Premises may be used and occupied by Tenant as office space and for no other purpose, providing that Tenant also must comply with all applicable zoning ordinances. Notwithstanding the foregoing, 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.

Sublease and Assignment

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.

Repairs

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, minor electrical repairs (light bulbs and ballasts), minor plumbing repairs (leaky faucet and clogged drain) and other parts of the Leased Premises damaged or worn through normal 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. Landlord's work will consist of the following: (Tenant accepts the space in its current condition).

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 commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall 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. Upon termination of this Lease and Tenant vacating the premises, Tenant will

return the Leased Premises to its original condition.

Property Taxes

Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes are included in the Tenants base rent

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.

Utilities

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges (10.0%). 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 office use electrical facilities and standard office 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.

11. Signs

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

12. 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.

13. Parking

Tenant will comply with all parking rules and regulations specified by the landlord.

14. 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.

15. 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 \$50. In addition to the late charge, a charge of \$10/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 attaching 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 \$0.00. The Security Deposit shall be held by Landlord 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:
Equinox Real Estate, LLC
Attn: Dan Evans
700 Hollingsworth Place
Louisville, KY 40207

With a copy to:
Evans Property Management, LLC
3012 Wellbrooke Road
Louisville, KY 40205

If to Tenant to:
Phoenix Hill Association
451 Baxter Avenue
Suite #104
Louisville, KY 40204

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.

11. Brokers.

Tenant represents that Tenant was shown the Premises by agent Chad Evans (Realtor) with Mayer Realtors, LLC and any Real Estate Leasing Fees will be owed by the Landlord.

12. 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.

13. 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.

14. 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.

15. Successors.

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

16. 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.

17. 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.

18. 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.

19. 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.

Equinox Real Estate, LLC

Phoenix Hill Association

By: _____
Dan Evans

Date: _____

By: Lauren Kallmeyer
~~Cindy Brown-Kinloch~~ Lauren Kallmeyer
Date: 6/1/12

ADDENDUM TO LEASE

Phoenix Hill Association

June 1, 2012

This lease addendum is made between Equinox Real Estate, LLC (lessor) and Phoenix Hill Association (lessee) for the lease dated August 1, 2003.

LEASED PREMISES

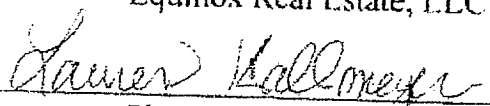
Beginning June 1, 2012 Phoenix Hill Association agrees to pay a monthly rent of \$150. Tenant is on a month to month lease and will provide landlord 60-days written notice prior to vacating the premise. Landlord can also provide Tenant with 60-days written notice if Landlord so chooses to terminate the lease agreement.

All other terms and conditions stated in the original lease remain the same.

LANDLORD


Equinox Real Estate, LLC

TENANT


Phoenix Hill Association

DATE

6/1/12

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Phoenix Hill Neighborhood Association	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☒ Other (see instructions) ▶ Non-Profit	
	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) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 451 Baxter Ave.	Requester's name and address (optional) Metro Louisville
	6 City, state, and ZIP code Louisville, KY 40204	
	7 List account number(s) here (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
6	1	-	0	9	0	3	3	9	0

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 on page 3.

Sign Here	Signature of U.S. person ▶ <i>Cindy Brown Kuloach</i>	Date ▶ <i>7-30-15</i>
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

PHOENIX HILL NEIGHBORHOOD ASSOCIATION, INC.**General Information**

Organization Number	0054860
Name	PHOENIX HILL NEIGHBORHOOD ASSOCIATION, INC.
Profit or Non-Profit	N - Non-profit
Company Type	KCO - Kentucky Corporation
Status	A - Active
Standing	G - Good
State	KY
File Date	11/26/1975
Organization Date	11/26/1975
Last Annual Report	4/13/2015
Principal Office	451 BAXTER AVE. SUITE 202 LOUISVILLE, KY 40204
Registered Agent	CINDY BROWN KINLOCH 451 BAXTER AVE SUITE 202 LOUISVILLE, KY 40204

Current Officers

President	<u>KRISTI ASHBY</u>
Vice President	<u>DOUG MAGEE</u>
Secretary	<u>LETTIE HEER</u>
Treasurer	<u>TRACEY DARBRO</u>
Director	<u>Tom Nolan</u>
Director	<u>David Kinloch</u>
Director	<u>BEN LAIRAMORE</u>