

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

**Applicant/Program:** Breckenridge Estates Neighborhood Association, Inc./BENA Beautification/Landscape

**Executive Summary of Request:**  
To fund a beautification/landscape project in the State's easement along Breckenridge Lane & 4301 Manner Dale Dr. The funds will purchase plant materials from Luv-it Landscaping who will be donating labor costs. Applicant has submitted an Application for Encroachment Permit and a Maintenance Agreement Consent and Release to Kentucky Transportation Cabinet District 5. BENA will be responsible for maintenance.

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.

11                      *Kevin G. Kram*                      \$2,040.00                      8/20/15  
 District #                      Council Member Signature                      Amount                      Date

**Primary Sponsor Disclosure**  
List below any personal or business relationship you, your family or your legislative assistant have with this organization, its volunteers, its employees or members of its board of directors.  
*None*

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

**Clerk's Office Only:**  
 Request Amount: \_\_\_\_\_ Committee Amended Appropriation: \_\_\_\_\_  
 Original Appropriation: \_\_\_\_\_ Council Amended Appropriation: \_\_\_\_\_

**LOUISVILLE METRO COUNCIL  
NEIGHBORHOOD DEVELOPMENT FUND APPLICATION CHECKLIST**

**Legal Name of Applicant Organization:** Breckenridge Estates Neighborhood Association, Inc.

**Program Name and Request Amount:** BENA Beautification/Landscape \$2,040.00

	Yes/No/NA
Is the NDF Transmittal Sheet Signed by all Council Member(s) Appropriating Funding?	<input type="checkbox"/> Yes
Is the funding proposed by Council Member(s) less than or equal to the request amount?	<input type="checkbox"/> Yes
Is the proposed public purpose of the program viable and well-documented?	<input type="checkbox"/> Yes
Will all of the funding go to programs specific to Louisville/Jefferson County?	<input type="checkbox"/> Yes
Has Council or Staff relationship to the Agency been adequately disclosed on the cover sheet?	<input type="checkbox"/> Yes
Has prior Metro Funds committed/granted been disclosed?	<input type="checkbox"/> Yes
Is the application properly signed and dated by authorized signatory?	<input type="checkbox"/> Yes
Is proof of Tax Exempt status of 501(c) 3, 4, 6, 19, 1120-H included?	<input type="checkbox"/> Yes
If Metro funding is for a separate taxing district is the funding appropriated for a program outside the legal responsibility of that taxing district?	<input type="checkbox"/> N/A
Is the entity in good standing with: <ul style="list-style-type: none"> <li>• Kentucky Secretary of State?</li> <li>• Louisville Metro Revenue Commission?</li> <li>• Louisville Metro Government?</li> <li>• Internal Revenue Service?</li> <li>• Louisville Metro Human Relations Commission?</li> </ul>	<input type="checkbox"/> Yes
Is the current Fiscal Year Budget included?	<input type="checkbox"/> Yes
Is the entity's board member list (with term length/term limits) included?	<input type="checkbox"/> Yes
Is recommended funding less than 33% of total agency operating budget?	<input type="checkbox"/> Yes
Does the application budget reflect only the revenue and expenses of the project/program?	<input type="checkbox"/> Yes
Is the cost estimate(s) from proposed vendor (if request is for capital expense) included?	<input type="checkbox"/> Yes
Is the most recent annual audit (if required by organization) included?	<input type="checkbox"/> N/A
Is a copy of Signed Lease (if rent costs are requested) included?	<input type="checkbox"/> N/A
Is the Supplemental Questionnaire for churches/religious organizations (if requesting organization is faith-based) included?	<input type="checkbox"/> N/A
Are the Articles of Incorporation of the Agency included?	<input type="checkbox"/> Yes
Is the IRS Form W-9 included?	<input type="checkbox"/> Yes
Is the IRS Form 990 included?	<input type="checkbox"/> Yes
Are the evaluation forms (if program participants are given evaluation forms) included?	<input type="checkbox"/> N/A
Affirmative Action/Equal Employment Opportunity plan and/or policy statement included (if required to do so)?	<input type="checkbox"/> N/A
Has the Agency agreed to participate in the BBB Charity review program? If so, has the applicant met the BBB Charity Review Standards?	<input type="checkbox"/> N/A
Prepared by: <i>Scott W. Hamington</i>	Date: <i>8-20-15</i>



**LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION**

SECTION 1 – APPLICANT INFORMATION			
<b>Legal Name of Applicant Organization:</b>		<b>Breckenridge Neighborhood Association</b>	
<i>(as listed on: <a href="http://www.sos.ky.gov/business/records">http://www.sos.ky.gov/business/records</a>)</i>			
<b>Main Office Street &amp; Mailing Address:</b> P.O. Box 20956			
<b>Website:</b> www.Beneighborhood.com			
<b>Applicant Contact:</b>	Michelle Gay	<b>Title:</b>	Secretary
<b>Phone:</b>	502-495-6549	<b>Email:</b>	michellelg626@aol.com
<b>Financial Contact:</b>	Donna Kempf	<b>Title:</b>	Treasurer
<b>Phone:</b>	502-491-2866	<b>Email:</b>	dkempf@probank.com
<b>Organization's Representative who attended NDF Training:</b> Donna Kempf			
GEOGRAPHICAL AREA(S) WHERE PROGRAM ACTIVITIES ARE (WILL BE) PROVIDED			
<b>Program Facility Location(s):</b>	State easement along Breckenridge Ln. & 4301 Manner Dale Dr.		
<b>Council District(s):</b>	11	<b>Zip Code(s):</b>	40220
SECTION 2 – PROGRAM REQUEST & FINANCIAL INFORMATION			
<b>PROGRAM/PROJECT NAME:</b> BENA Beautification/Landscape			
<b>Total Request: (\$)</b>	\$2,040	<b>Total Metro Award (this program) in previous year: (\$)</b>	0
<b>Purpose of Request (check all that apply):</b>			
<input type="checkbox"/> Operating Funds (generally cannot exceed 33% of agency's total operating budget)			
<input type="checkbox"/> Programming/services/events for direct benefit to community or qualified individuals			
<input checked="" type="checkbox"/> Capital Project of the organization (equipment, furnishing, building, etc)			
<b>The Following are Required Attachments:</b>			
<input checked="" type="checkbox"/> IRS Exempt Status Determination Letter <input checked="" type="checkbox"/> Current Year Projected Budget <input checked="" type="checkbox"/> List of Board of Directors (include term & term limits) <input checked="" type="checkbox"/> Current financial statement <input checked="" type="checkbox"/> Most recent IRS Form 990 or 1120-H <input checked="" type="checkbox"/> Articles of Incorporation <input checked="" type="checkbox"/> Cost estimates from proposed vendor if request is for capital expense		<input type="checkbox"/> Signed lease if rent costs are being requested <input checked="" type="checkbox"/> IRS Form W9 <input type="checkbox"/> Evaluation forms if used in the proposed program <input type="checkbox"/> Annual audit (if required by organization) <input type="checkbox"/> Faith Based Organization Certification Form, if required <input type="checkbox"/> Staff including the 3 highest paid staff	
<b>For the current fiscal year ending June 30, list all funds appropriated and/or received from Louisville Metro Government for this or any other program or expense, including funds received through Metro Federal Grants, from any department or Metro Council Appropriation (Neighborhood Development Funds). Attach additional sheet if necessary.</b>			
<b>Source:</b>		<b>Amount: (\$)</b>	
<b>Source:</b>		<b>Amount: (\$)</b>	
<b>Source:</b>		<b>Amount: (\$)</b>	
Has the applicant contacted the BBB Charity Review for participation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Has the applicant met the BBB Charity Review Standards? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			



## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

### SECTION 3 – AGENCY DETAILS

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

The Breckenridge Estates Neighborhood Association is a volunteer-based organization which means residents in our area are not required to join and we have no legal abilities to enforce regulations. So far this year, we have 502 paid members out of 734 residents in the area, that's 68%.

The purpose of the Breckenridge Estates Neighborhood Association is to promote, foster and carry out programs, projects and activities designed to:

- 1) enhance the health, safety and welfare of the members of the community;
- 2) provide a forum wherein neighborhood issues and concerns may be publicly expressed and discussed;
- 3) improve the economic life of the Breckenridge Estates area;
- 4) encourage a spirit of friendliness and cooperation with other groups in the Breckenridge Estates neighborhood and throughout Louisville/Jefferson County Metro;
- 5) Foster cooperation and unity between property owners, tenants and others;
- 6) Meet the educational and cultural needs of the members of the community;
- 7) Encourage improvement in municipal services through public involvement and cooperation with local government;
- 8 ) Encourage, plan and coordinate the beautification, preservation, rehabilitation and revitalization of all residential and public properties, structures and the physical environment;
- 9) Seek the assistance and cooperation from governmental agencies and other neighborhood associations to resolve neighborhood problems, achieve neighborhood objectives and goals, and to maintain and improve the quality of life for all residents of the neighborhood;
- 10) support other charitable, educational and cultural activities which advance the general well being of the community and its people.



## 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 BENA Beautification/Landscape project goal is to beautify a portion of the state easement located at the northeast corner of Breckenridge Ln and Manner Dale Dr. Currently the maintenance for this area is the responsibility of the state, however, they have only been cutting it about twice a year. The homeowners of the property located the closest to this area (4301 Manner Dale Dr.) have voluntarily cut this area for over 40 years. Over the years, the area has gotten harder for the homeowners to cut due to erosion of the easement and the traffic along Breckenridge Ln. has gotten heavier. As a result, the homeowners are asking for help from BENA and Councilman Kramer's office. The BENA beautification committee and board members believe having the area landscaped will not only help make maintaining the area easier but also will beautify the area, which is at a major intersection in the neighborhood/area.

The project will begin once the requested funds are released to BENA. At that time BENA will have Luv-It Landscaping begin prepping/clearing the area for planting. They will spray kill off, lay typar and set the boulders. Flowers, plants and mulch will be added the following planting season (fall or spring). Once Luv-it Landscaping has finished landscaping the area, BENA's Beautification Committee will maintain the area. BENA has signed a maintenance agreement with the state for this area. We have included it in our application.

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

The funds will be used to purchase the following materials from Luv-it Landscaping:

Kill off  
mulch hardwood  
rock oversize  
typar  
6 Boulders  
Ornamental grass  
Knockout Rose  
lirope  
stellas  
live 4 evers  
dwarf boxwoods  
procumbance



## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

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

N/A

**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:**

Once the project is completed, the community will have a nice landscaped greenspace. The landscape will provide less maintenance for the state and residence and prevent further erosion of the area.

**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.**

This project will bring together BENA, Councilman Kramer's office, KY Transportation Cabinet and Luv-it Landscaping. The KY Transportation will be giving us permission to beautify the easement. Councilman Kramer's office is providing the funds through the Louisville Metro Council Neighborhood Development Fund. BENA will be hiring Luv-it to landscape the area. Finally, BENA will maintain the area.



**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
<b>A: Personnel Costs Including Benefits</b>			
<b>B: Rent/Utilities</b>			
<b>C: Office Supplies</b>			
<b>D: Telephone</b>			
<b>E: In-town Travel</b>			
<b>F: Client Assistance (Attach Detailed List)</b>			
<b>G: Professional Service Contracts</b>			
<b>H: Program Materials</b>			
<b>I: Community Events &amp; Festivals (Attach Detail List)</b>			
<b>J: Machinery &amp; Equipment</b>			
<b>K: Capital Project</b>	2,040	0	2,040
<b>L: Other Expenses (Attach Detail List)</b>			
<b>*TOTAL PROGRAM/PROJECT FUNDS</b>			
<i>% of Program Budget</i>	100 %	0 %	100%

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

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

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

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





### LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

**Detail 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
Luv-it Landscape donating labor to install landscape	\$1,850	Listed labor from Luv-it on estimate
<i>Total Value of In-Kind (to match Program Budget Line Item. Volunteer Contribution &amp; Other In Kind)</i>	\$1,850	

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

Agency Fiscal Year Start Date:

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

If YES, please explain:



## 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.

### 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:	<i>Michelle Gay</i>	Date:	8-20-2015
Legal Signatory: (please print):	Michelle Gay	Title:	Secretary
Phone:	502-495-6549	Extension:	
Email:	Michelle.L.G.626@aol.com		



# Luv-it Landscaping

P.O. Box 17192  
Louisville KY 40217  
502-635-1685

**635-1685**

We Don't Leave until you say you "Luv-It"

**Bill To:**  
Harvey Gay  
4301 Mannerdale Dr  
Louisville, KY 40220

# Estimate

Number: **E8560**

Date: **March 31, 2014**

**Ship To:**

Harvey Gay  
4301 Mannerdale Dr  
Louisville, KY 40220

**Home Phone**

495-6549

**Work Phone**

**Fax**

**Description**

**Amount**

Landscape ( see attached )

2,040.00

kill off

Mulch hardwood

rock oversize

typar

6 Boulders

Ornamental grass

Knockout Rose

liriope, stellas

live 4 evers

dwarf boxwoods

Procumbance

Total includes all materials and Labor

1,850.00

**Total**

**\$3,890.00**

*The march 2014 quote is still the same for today via email from Luv-it Landscaping 8-20-2015 Michelle Gay*

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$ \_\_\_\_\_. Payment to be made upon the completion of job. We guarantee to replace all nursery stock planted by us (one time) at no charge for cost of plant material; however there will be an installation charge for preparation, labor & installing, provided this account is paid when due. Purchaser obligates himself to give reasonable care to material planted such as watering, cultivating, spraying and protection from weather and animals. Luv-it Landscaping is not responsible for any underlying obstructions. It is the purchaser's obligation to locate all underground lines, wires, pipes, etc. that are subject to damage during landscape construction. No guarantee can be given on seeding, strawing, sodding, annual plants and ground covers. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon weather, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work.

Respectfully submitted \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days

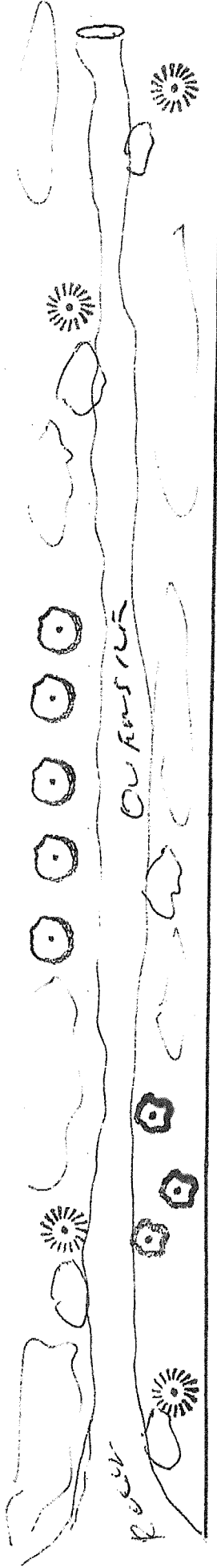
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_

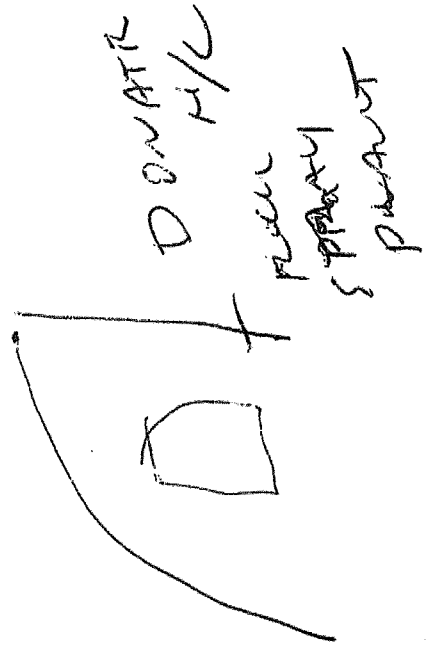
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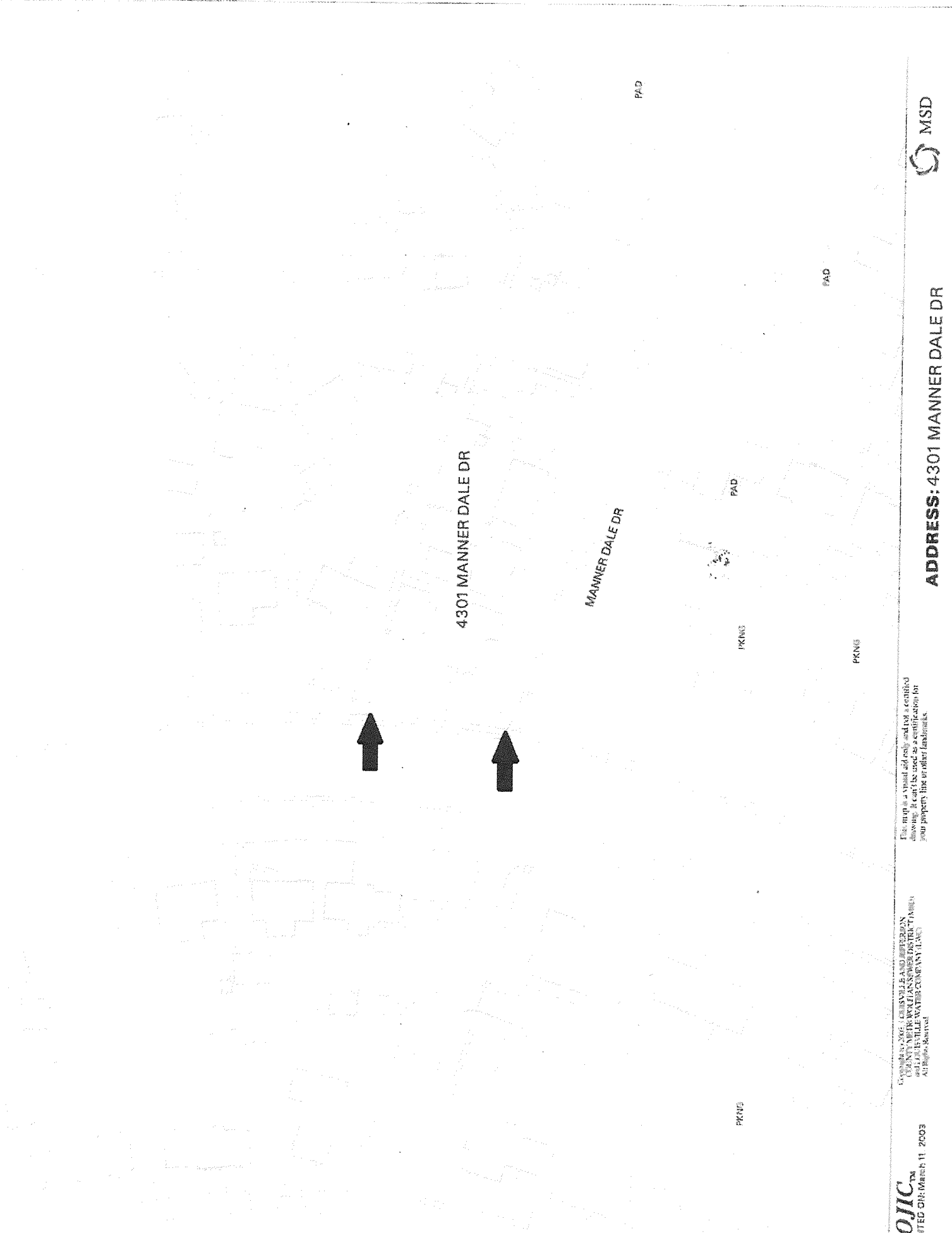
- Kill out
- MURDER TRANSPORT
- RACE OR ENEMY
- TYPER
- (6) BOUNDARY

MAT ONLY  
 - NO CABIN COST  
 'IF WE PUT UP  
 A SIGN



- SPARKS
- KNOWLEDGE
- URBAN
- STRAITS
- LIVELINE
- BOYHOOD (DANCE)
- PRODUCE





4301 MANNER DALE DR

MANNER DALE DR



LOJIC™

PRINTED ON: March 11, 2003

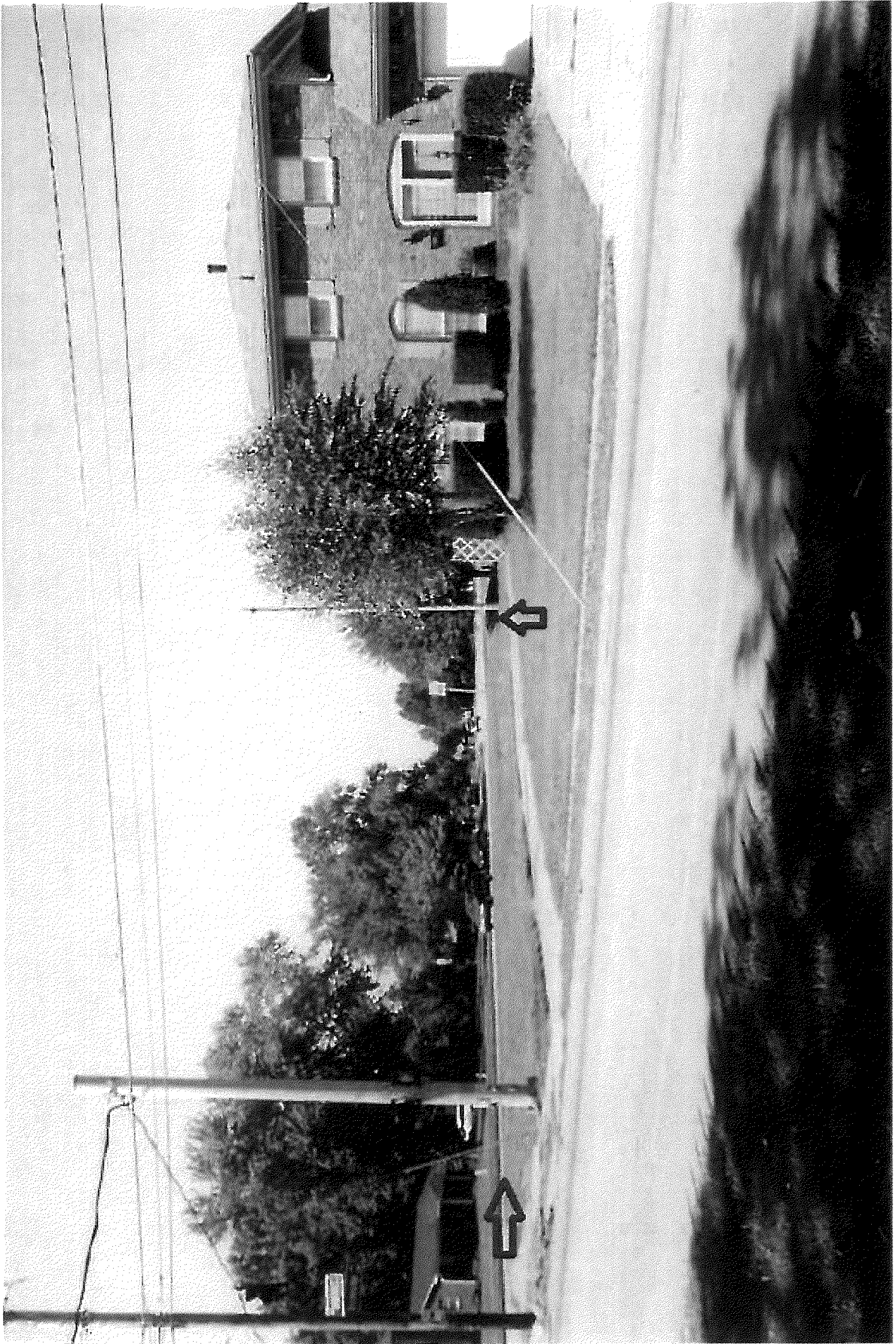
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COUNTY OF BROWN, MISSOURI  
and LOUISVILLE WATER COMMISSION  
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This map is a visual address and is certified  
showing. It can't be used as a certification for  
your property line or other landmarks.

ADDRESS: 4301 MANNER DALE DR



MSD





CONSENT AND RELEASE BETWEEN  
KENTUCKY TRANSPORTATION CABINET  
DEPT. OF HIGHWAYS, DISTRICT 5

And

BRECKENRIDGE ESTATES NEIGHBORHOOD ASSOCIATION

This Consent and Release, made and entered into this 20 day of <sup>August</sup> ~~July~~, 2015 by and between KY Transportation, Cabinet, Department of Highways, District 5, hereinafter referred to as the "State" and Breckenridge Estates Neighborhood Association, located at P.O. Box 20956. WHEREAS, the State owns certain right of way located at KY 1932 (Breckenridge Lane) and Manner Dale Drive; and

WHEREAS, the Breckenridge Estates Neighborhood Association wants to assume all responsibility for the general maintenance of the above described right of way; and

WHEREFORE, the State consents to the Breckenridge Estates Neighborhood Association taking responsibility for the general maintenance of the aforescribed right of way;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

1. Breckenridge Estates Neighborhood Association is responsible for the general maintenance, including but not limited to, mowing, trimming, weed control, and any other services if described on attached Exhibit A, of the State's right of way subject to this agreement.
2. Breckenridge Estates Neighborhood Association shall not modify in any manner the State's right of way subject to this agreement without first seeking prior written approval from the State.
3. Breckenridge Estates Neighborhood Association agrees to assume all responsibility and further agrees to indemnify and hold harmless the State from any claim, action, or incident arising from the state or nature of the general maintenance of the State's right of way subject to this agreement.
4. The State may modify the right of way subject to this agreement for purposes of public safety.

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

KY Transportation Cabinet,  
Dept.of Highways, District 5

Breckenridge Estates Neighborhood Association

By: Michelle Gary - Secretary  
Title

\_\_\_\_\_  
Matt Bullock, P.E.  
Chief District Engineer





Kentucky Transportation Cabinet  
 Department of Highways  
 Permits Branch

TC 99-1 (A)  
 8/2012  
 Page 1 of 4

**APPLICATION FOR ENCROACHMENT PERMIT**

<b>Permittee Information</b>		<b>KYTC No.</b>	
Name Breckenridge Estates Neighborhood Association		<b>Permit Information</b>	
Address PO Box 20956		Address Ky 1932 (Breckenridge Ln.) & Manner Dale Dr.	
		City Louisville	
City Louisville		State Kentucky	Zip 40220
State Kentucky	Zip 40250	County Jefferson	
Phone#		Route No.	Mile-Point
Contact Michelle Gay		Longitude (X)	
Phone [REDACTED]	Cell	Latitude (Y)	
Email [REDACTED]		<b>Information below to be filled out by KYTC</b>	
Contact Albert Hampton		<input type="checkbox"/> Air Right	<input type="checkbox"/> Entrance
Phone [REDACTED]	Cell	<input type="checkbox"/> Utilities	<input type="checkbox"/> Other: _____
Email [REDACTED]			
		<input type="checkbox"/> Left	<input type="checkbox"/> Right <input type="checkbox"/> X-ing
Access:		<input type="checkbox"/> Full	<input type="checkbox"/> Partial <input type="checkbox"/> by Permit

**General Description of Work:**

Breckenridge Estates Neighborhood Association (BENA) would like to beautify this portion of the state easement located at the northeast corner of Breckenridge Ln and Manner Dale Dr. With money from the Louisville Metro Council Neighborhood Development Fund, BENA would like to hire Luv-it Landscaping to landscape this area with flowers, mulch, and small boulders. Once Luv-it Landscaping has finished landscaping the area, BENA's Beautification Committee would then agree to maintain the area.

THE UNDERSIGNED PERMITTEE(S) (being duly authorized representative(s) or owner(s)) DO AGREE TO ALL TERMS AND CONDITIONS ON THE TC 99-1 (A).

*Michelle Gay*  
 Signature

8-20-2015  
 Date

This is not a permit unless and until the permittee(s) receives an approved TC 99-1(B) from KYTC. This application will become void if not approved by the cancellation date. The cancellation date will be one year from the date the permittee submits their application.



## APPLICATION FOR ENCROACHMENT PERMIT

### TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
  - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
  - B. **PAYMENT BOND:** At the discretion of the department, a payment bond will be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
  - C. **LIABILITY INSURANCE:** Liability insurance will be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
  - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit will be given to the applicant and shall be made readily available for review at the work site at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with and agrees to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, and/or add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, and/or other corrective measures must be completed will be specified in the notice.



**APPLICATION FOR ENCROACHMENT PERMIT**

9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns, and/or the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), \_\_\_\_\_, hereby consent to the granting of the permit requested by the applicant along Route \_\_\_\_\_, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) \_\_\_\_\_, subscribed and sworn by \_\_\_\_\_, on this date \_\_\_\_\_.

11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.

12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agrees as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.

13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, **shall defend, protect, indemnify and save harmless** the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.

14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department may and shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.

15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.



### **APPLICATION FOR ENCROACHMENT PERMIT**

**16.** Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.

**17.** Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)

**18.** If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.

**19.** This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.

**20.** Permittee, its successors and assigns, agrees to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.

**Breckenridge Estates Neighborhood Association  
2015 Board of Directors**

According to the by-laws: The officers shall serve two year terms or until their successors shall be elected and are limited to two consecutive terms in a position.

**President:** Albert Hampton (was elected February 2014 as temporary president due to the previous president having to step down due to person reasons. The term will end in at the end of 2015.)

**Vice President:** David Kinny (2013-2014/reelected 2015-2016)

**Secretary:** Michelle Gay (2013-2014/reelected 2015-2016)

**Treasurer:** Donna Kempf (2014-2015)

The at-large members shall serve one year terms or until their successors shall be elected and can serve an unlimited number of consecutive terms.

**Area 1 Representatives**

David DiSalvo

**Area 2 Representatives**

Joe Gillette

**Area 3 Representatives**

Debbie McKnight

Ruth Spears

Michael Melloan

**Area 4 Representatives**

Susan Kinny

**Area 5 Representatives**

Charlie Toon

Susan Clifton

**Area 6 Representatives**

Clancy DeCuir

**Area 7 Representatives**

Michelle Gay

**Area 8 Representatives**

Christy Lauano

**Area 9 Representatives**

Albert Hampton

## Breckenridge Estates Neighborhood Association Proposed budget for 2015

	Total Amount <u>2014</u>	Annual Budget <u>2014</u>	Annual Budget <u>2015</u>
<b>Members</b>	<b>11,600.00</b> 464	<b>\$12,000.00</b> 480	<b>\$ 12,500.00</b> 500
<b><u>Expenses:</u></b>			
Lock Box Rental - Reports	92.00	88.00	95.00
Picnic Expense	582.15	450.00	-
Misc Supplies/Bank/State Fees	193.87	200.00	200.00
Beautification Expense	128.12	150.00	150.00
Meeting Expenses/Signs	63.31	150.00	150.00
Utilities (53 Lights+5% increase)	10,217.86	10,500.00	11,000.00
Advertising/Gifts/Yd. sale	124.50	300.00	300.00
Apprec. - Hunsinger Ln Ch	200.00	200.00	200.00
Newsletters Exp - Printing	487.60	800.00	800.00
Postage/Envelopes, etc.	25.00	200.00	200.00
Web Site Service	-	235.00	235.00
Center for Neighborhoods	-	24.00	24.00
<b>Total Expenses</b>	<b>\$ 12,114.41</b>	<b>\$13,297.00</b>	<b>\$ 13,354.00</b>

**Subject:** Form 990-N E-filing Receipt - IRS Status: Accepted

**From:** epostcard@urban.org (epostcard@urban.org)

**To:** DECUIRC@ATT.NET;

**Date:** Tuesday, May 26, 2015 8:57 AM

**Organization:** BRECKENRIDGE ESTATES NEIGHBORHOOD ASSOCIATION

**EIN:** [REDACTED]

**Submission Type:** Form 990-N

**Year:** 2014

**Submission ID:** 7800582015146e119934

**e-File Postmark:** 5/26/2015 8:43:56 AM

**Accepted Date:** 5/26/2015

The IRS has accepted the e-Postcard described above. Please save this receipt for your records.

Thank you for filing.

---

e-Postcard technical support  
Phone: 866-255-0654 (toll free)  
email: ePostcard@urban.org

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BRECKENRIDGE ESTATES NEIGHBORHOOD  
ASSOCIATION  
PO Box 90250  
Louisville, KY 40250

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

DEPARTMENT OF THE TREASURY

Date: **MAY 30 2006**

tion Number:

BRECKENRIDGE ESTATES NEIGHBORHOOD  
ASSOCIATION INC  
PO BOX 20956  
LOUISVILLE, KY 40250

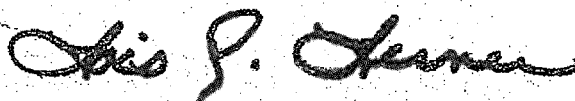
DLN:  
17053292017025  
Contact Person:  
TODD COLE ID# 75901  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
June 10, 2005  
Contribution Deductibility:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax-exempt status we have determined that you are exempt from Federal income tax under section 501(c)(4) of the Internal Revenue Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Please see enclosed Information for Organizations Exempt Under Sections Other Than 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure: Information for Organizations Exempt Under Sections Other Than 501(c)(3)

Letter 948 (DO/CG)



## 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. <b>Breckenridge Estates Neighborhood Association, Inc.</b>	
	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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> 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. <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>non-profit organization exempt under IRS Code 501C4</b>	
	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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>PO Box 20956</b>	Requester's name and address (optional) <b>Michelle Gay 4301 Manner Dale Dr. Louisville KY 40220</b>
	6 City, state, and ZIP code <b>Louisville, KY 40220</b>	
	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.

<b>Social security number</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; height: 20px;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>											
or											
<b>Employer identification number</b>	[REDACTED]										

**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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Michelle Gay</i>	Date ▶ <i>8-21-2015</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](http://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.

00641PG0415

0615040.09

AMcRay  
NAOI

Trey Grayson  
Secretary of State  
Received and Filed  
06/10/2005 3:21:34 PM  
Fee Receipt: \$8.00

Articles of Incorporation  
of  
Breckenridge Estates Neighborhood Association, Inc.

WE, THE UNDERSIGNED, having associated for the purposes of forming a non-profit, non-stock corporation, under and pursuant to the laws of the Commonwealth of Kentucky, and more particularly Chapter 273, Kentucky Revised Statutes (KRS), hereby certify as follows:

Article I

The name of the corporation shall be:

Breckenridge Estates Neighborhood Association, Inc.

Article II

The duration of the corporation shall be perpetual.

Article III

The address of the registered and principal office of the corporation is:

3010 Arjay Lane  
Louisville, Ky. 40220

The name of the initial registered agent for service of process, located at such address is:

Dow Buford  
3010 Arjay Lane  
Louisville, KY 40220

Other places of business in said city or elsewhere may be designated by resolution of the board of directors.

Article IV

The corporation is organized and shall be operated exclusively for the promotion of social welfare as described within Section 501(c)(4) of the Internal Revenue Code (or corresponding provisions of any later federal tax laws), including for such purposes the making of distributions to organizations and individuals for the purpose of engaging in activity falling within the purposes of the corporation and permitted for an organization exempt under said Section 501(c)(4).

The purposes of the corporation shall be more specifically stated as follows:

- 1) enhance the health, safety and welfare of the community;
- 2) provide a forum wherein neighborhood issues and concerns may be publicly expressed and discussed;
- 3) improve the economic life of the Breckenridge Estates area;
- 4) encourage a spirit of friendliness and cooperation with other groups in the Breckenridge Estates neighborhood and throughout the Louisville/Jefferson County Metro area;
- 5) foster cooperation and unity between property owners, tenants, business people and others;
- 6) meet the educational and cultural needs of the community;
- 7) encourage improvements in municipal services through public involvement and cooperation with local government;

8) encourage, plan, and coordinate the beautification, preservation, rehabilitation, and revitalization of all residential and public properties, structures and physical environments;

9) seek the assistance and cooperation from government agencies and other neighborhood associations to resolve common neighborhood problems, achieve common neighborhood objectives and goals, and to maintain and improve the quality of life for residents of all neighborhoods;

10) support other charitable, educational and cultural activities which advance the general well being of the community and its people.

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 VI

In carrying out the corporate purposes described in Article IV, the corporation shall have all the powers granted by the laws of the State of Kentucky, including in particular those listed in KRS 273.171 (or corresponding provision of any later State statute), except as follows and as otherwise stated in these Articles:

a) Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on:

1) by a corporation exempt from Federal income tax under Section 501(c)(4) of the Internal Revenue Code, or the corresponding provisions of any subsequent Federal tax laws.

#### Article VII

The name and address of the incorporator is:

<u>Incorporator</u>	<u>Address</u>
Dow Buford	3010 Arjay Lane Louisville, KY. 40220

#### Article VIII

The initial board of directors shall consist of three directors. The names and addresses of the members of the initial board of directors are:

<u>Director</u>	<u>Address</u>
Meghann Frederick	4401 Mannergate Court Louisville, KY. 40220
Susan Toon	4206 Woodgate Lane Louisville, KY. 40220
Charlie Durhan	7411 Colson Drive Louisville, KY. 40220

#### Article IX

The original bylaws shall be adopted by the initial board of directors. Thereafter, the corporation shall be governed by the bylaws.

Any director may be removed for cause pursuant to bylaws provisions regarding grounds and procedures for such removal.

Article X

a) The directors, officers and at-large members, employees and members of this corporation shall not be held personally liable for any debt or obligation of the corporation solely because of their position in the corporation.

b) Any person serving on the board of directors of this corporation shall not be held personally liable for monetary damages resulting from the breach of his/her duties as a director unless such act, omission or breach:

1) concerned or concerns a transaction in which the director's personal financial interest was or is in conflict with the financial interests of the corporation;

2) was not in good faith or involved or involves intentional misconduct on the part of the director;

3) was known by the director to be a violation of law;  
or

4) resulted in an improper personal benefit to the director.

Article XI

The corporation may indemnify any director, officer and at-large member, or former director, officer and at-large member, of the corporation against any expenses actually and reasonably incurred by him/her in connection with the defense of any action, suit or proceeding, civil or criminal, in which he/she is made a party by reason of being or having been such director, officer and at-large member, except in relation to matters as to which he/she shall be adjudged in such action, suit or proceeding, to be liable for negligence or misconduct in the performance of duty to the corporation. The corporation may make any other indemnification permitted by law and authorized by its articles of incorporation, by-laws or resolution adopted after notice to members entitled to vote.

Article XII


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 the promotion of social welfare as shall at the time qualify as an exempt organization under Section 501(c)(4) or 501 (c) 3 of the Internal Revenue Code (or corresponding provisions of any later Federal tax laws), or to a state or local government for a public purpose 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 organizations as said court shall determine are organized and operated exclusively for such purposes.

Article XIII

Amendments to these articles shall be made pursuant to the provisions of KRS 273.263 (or corresponding provision of any later State statute).

IN TESTIMONY WHEREOF, witness the signature of the incorporator of this corporation, this 2<sup>nd</sup> day of June, 2005.

  
Dow Buford, Incorporator

STATE OF KENTUCKY     )  
                                      ) SS  
COUNTY OF JEFFERSON )

Before me, the undersigned authority, personally appeared and being duly sworn, acknowledged that she is the incorporator and agent of process of the aforementioned corporation, and that she signed the aforementioned articles of incorporation as her free act and deed.

00641PG021

Witness my signature and seal of office this 2<sup>nd</sup> day of June, 2005.

My Commission Expires: January 10, 2008

Arlene Francis Toon  
Notary Public  
State At Large, Kentucky

This Document Prepared By:

Kelly Paul Long  
Kelly Paul Long, Administrator  
Department of Neighborhoods

Document No.: DN2005097319  
Lodged By: mary h buford  
Recorded On: 06/17/2005 11:18:56  
Total Fees: 17.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: SHESCH







Louisville Metro Government  
Office of Management and Budget

## Neighborhood Development Fund Training Attestation

Organization Name: BENA

Participant Name: Donna Kempf

*I agree that I am an authorized representative and/or signatory of the organization named above and attest to having participated in Neighborhood Development Fund training. In addition, I understand the requirements of the Neighborhood Development Fund grant process.*

Please check:



I viewed the NDF training material on the website

Donna Kempf  
Participant Signature

8-6-15  
Date

**NOTE:** Please return to Roxanne Steele

E-mail address: [Roxanne.Steele@louisvilleky.gov](mailto:Roxanne.Steele@louisvilleky.gov) or Fax: 502-574-3219

Mailing Address: Louisville Metro Government ATTN: NDF Coordinator 611 West Jefferson St.  
Louisville, Kentucky 40202

**BRECKENRIDGE ESTATES NEIGHBORHOOD ASSOCIATION, INC.****General Information**

**Organization Number** 0615040  
**Name** BRECKENRIDGE ESTATES 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** 6/10/2005  
**Organization Date** 6/10/2005  
**Last Annual Report** 5/24/2015  
**Principal Office** 3010 ARJAY LN  
 LOUISVILLE, KY 40220  
**Registered Agent** DAVID A DISALVO  
 3104 CROMARTY WAY  
 LOUISVILLE, KY 40220

**Current Officers**

**President** Albert Hampton  
**Secretary** Michelle Gay  
**Treasurer** Donna Kemp  
**Director** CHARLES TOON  
**Director** DAVID A DISALVO  
**Director** DEBORAH MCKNIGHT  
**Director** Joseph Gillette

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

**Director** MEGHANN FREDERICK  
**Director** SUSAN TOON  
**Director** CHARLIE DURHAN  
**Incorporator** DOW BUFORD

**Images available online**

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

<u>Annual Report</u>	5/24/2015	1 page	<u>PDF</u>
<u>Annual Report</u>	5/16/2014	1 page	<u>PDF</u>
<u>Annual Report</u>	1/9/2013	1 page	<u>PDF</u>
<u>Annual Report</u>	1/5/2012	1 page	<u>PDF</u>
<u>Annual Report</u>	6/29/2011	1 page	<u>PDF</u>
<u>Annual Report</u>	7/8/2010	1 page	<u>PDF</u>

<a href="#">Annual Report</a>	2/26/2009	1 page	<a href="#">PDF</a>	
<a href="#">Annual Report</a>	9/18/2008	1 page	<a href="#">tiff</a>	<a href="#">PDF</a>
<a href="#">Registered Agent name/address change</a>	9/18/2008	1 page	<a href="#">tiff</a>	<a href="#">PDF</a>
<a href="#">Annual Report</a>	3/30/2007	1 page	<a href="#">tiff</a>	<a href="#">PDF</a>
<a href="#">Annual Report</a>	5/24/2006	1 page	<a href="#">tiff</a>	<a href="#">PDF</a>
<a href="#">Articles of Incorporation</a>	6/10/2005	7 pages	<a href="#">tiff</a>	<a href="#">PDF</a>

## **Assumed Names**

## **Activity History**

<b>Filing</b>	<b>File Date</b>	<b>Effective Date</b>	<b>Org. Referenced</b>
Annual report	5/24/2015 2:25:55 PM	5/24/2015 2:25:55 PM	
Annual report	5/16/2014 1:59:22 PM	5/16/2014 1:59:22 PM	
Annual report	1/9/2013 10:07:32 PM	1/9/2013 10:07:32 PM	
Annual report	1/5/2012 6:30:49 PM	1/5/2012 6:30:49 PM	
Annual report	6/29/2011 6:03:46 PM	6/29/2011 6:03:46 PM	
Annual report	7/8/2010 11:57:15 AM	7/8/2010 11:57:15 AM	
Annual report	2/26/2009 8:26:07 PM	2/26/2009 8:26:07 PM	
Registered agent address change	9/18/2008 11:43:23 AM	9/18/2008	
Annual report	9/18/2008 11:42:42 AM	9/18/2008	
Annual report	3/30/2007 11:39:09 AM	3/30/2007	
Annual report	5/24/2006 11:00:28 AM	5/24/2006	
Add	6/10/2005 3:21:34 PM	6/10/2005	

## **Microfilmed Images**