

0-253-19

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

Applicant/Program: Highland Commerce Guild
Applicant Requested Amount: \$17,500
Appropriation Request Amount: \$17,500

Executive Summary of Request
\$17,500 to the Highland Commerce Guild in the amounts of \$12,500 from District 8 and \$5,000 from District 9 for graffiti removal along the commercial corridors of those two districts.

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.

8 District # [Signature] Primary Sponsor Signature \$12,500 Amount Jul 23, 2019 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.

Approved by: [Signature] Appropriations Committee Chairman 8-14-19 Date
Final Appropriations Amount: _____

Applicant/Program:

Highland Commerce Guild/ Graffiti Abatement Program

Additional Disclosure and Signatures

Additional Council Office 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.

Council Member Signature and Amount

District 1	_____	\$ _____
District 2	_____	\$ _____
District 3	_____	\$ _____
District 4	_____	\$ _____
District 5	_____	\$ _____
District 6	_____	\$ _____
District 7	_____	\$ _____
District 8	_____	\$ _____
District 9	<i>Bill Hillard</i>	\$ <i>5000⁰⁰</i>
District 10	_____	\$ _____
District 11	_____	\$ _____
District 12	_____	\$ _____
District 13	_____	\$ _____
District 14	_____	\$ _____
District 15	_____	\$ _____

Applicant/Program:

Highland Commerce Guild/ Graffiti Abatement Program

Additional Disclosure and Signatures

Additional Council Office 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.

District 16 _____ \$ _____

District 17 _____ \$ _____

District 18 _____ \$ _____

District 19 _____ \$ _____

District 20 _____ \$ _____

District 21 _____ \$ _____

District 22 _____ \$ _____

District 23 _____ \$ _____

District 24 _____ \$ _____

District 25 _____ \$ _____

District 26 _____ \$ _____

**LOUISVILLE METRO COUNCIL
NEIGHBORHOOD DEVELOPMENT FUND APPLICATION**

Legal Name of Applicant Organization Highland Commerce Guild

Program Name and Request Amount Graffiti Abatement Program/ \$17,500

	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"/> N/A
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"> ▶ Kentucky Secretary of State? ▶ Louisville Metro Revenue Commission? ▶ Louisville Metro Government? ▶ Internal Revenue Service? ▶ Louisville Metro Human Relations Commission? 	<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"/> N/A
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: **Jasmine Weatherby**

Date: Jul 23, 2019

HIGHLAND COMMERCE GUILD, INC.**General Information**

Organization Number	0084328
Name	HIGHLAND COMMERCE GUILD, INC.
Profit or Non-Profit	N - Non-profit
Company Type	KCO - Kentucky Corporation
Status	A - Active
Standing	G - Good
State	KY
File Date	10/26/1977
Organization Date	10/26/1977
Last Annual Report	1/14/2019
Principal Office	P O BOX 4516 LOUISVILLE, KY 40204
Registered Agent	KENNETH J. BADER, ATTY 544 BAXTER AVE. STE 200 LOUISVILLE, KY 40204

Current Officers

President	<u>Aaron Gihvan</u>
Vice President	<u>Charles N. Morris</u>
Secretary	<u>Terra Long</u>
Treasurer	<u>Mark Abrams</u>
Director	<u>Joee Conroy</u>
Director	<u>Ed Fallon</u>
Director	<u>Karen Finlinson</u>
Director	<u>Misha Meinhold</u>

Individuals / Entities listed at time of formation

Director	<u>JACK KERSEY</u>
Director	<u>JOHN R MOSS</u>
Director	<u>RALPH BRIDGERS</u>
Director	<u>MRS JOHN H BUFFAT (IDA</u>
Director	<u>WILLIAM GOODELL</u>
Incorporator	<u>JACK KERSEY</u>
Incorporator	<u>JOHN R MOSS</u>
Incorporator	<u>RALPH BRIDGES</u>
Incorporator	<u>MRS JOHN H BUFFAT (IDA</u>
Incorporator	<u>WILLIAM GOODELL</u>

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.

Annual Report	1/14/2019	1 page	PDF
Annual Report	2/21/2018	1 page	PDF
Annual Report	4/20/2017	1 page	PDF
Annual Report	1/18/2016	1 page	PDF
Annual Report	1/30/2015	1 page	PDF
Annual Report	2/13/2014	1 page	PDF
Annual Report	1/18/2013	1 page	PDF
Annual Report	2/23/2012	1 page	PDF
Annual Report	7/1/2011	1 page	PDF
Annual Report	7/30/2010	1 page	PDF
Annual Report	6/26/2009	1 page	PDF
Annual Report	1/28/2008	1 page	PDF
Annual Report	6/21/2007	1 page	tiff PDF
Annual Report	4/3/2006	1 page	tiff PDF
Annual Report	6/23/2005	1 page	tiff PDF
Annual Report	6/10/2003	1 page	tiff PDF
Annual Report	3/28/2002	1 page	tiff PDF
Annual Report	7/24/2001	1 page	tiff PDF
Annual Report	6/16/2000	1 page	tiff PDF
Annual Report	4/21/1999	1 page	tiff PDF
Annual Report	6/26/1998	1 page	tiff PDF
Statement of Change	6/9/1998	1 page	tiff PDF
Annual Report	7/1/1997	1 page	tiff PDF
Annual Report	7/1/1996	1 page	tiff PDF
Annual Report	7/1/1995	1 page	tiff PDF
Annual Report	7/1/1994	1 page	tiff PDF
Annual Report	3/24/1993	1 page	tiff PDF
Annual Report	3/16/1992	1 page	tiff PDF
Annual Report	7/1/1991	1 page	tiff PDF
Annual Report	7/1/1990	1 page	tiff PDF
Annual Report	7/1/1989	1 page	tiff PDF

Assumed Names

Activity History

Filing	File Date	Effective Date	Org. Referenced
Annual report	1/14/2019 9:43:47 AM	1/14/2019 9:43:47 AM	
Annual report	2/21/2018 10:21:30 AM	2/21/2018 10:21:30 AM	
Annual report	4/20/2017 9:13:51 AM	4/20/2017 9:13:51 AM	
Annual report	1/18/2016 11:27:37 AM	1/18/2016 11:27:37 AM	
Annual report	1/30/2015 11:37:50 AM	1/30/2015 11:37:50 AM	
Annual report	2/13/2014 8:27:46 AM	2/13/2014 8:27:46 AM	
Annual report	1/18/2013	1/18/2013	

	2:57:36 PM	2:57:36 PM
Annual report	2/23/2012	2/23/2012
	3:26:43 PM	3:26:43 PM
Annual report	7/1/2011	7/1/2011
	2:47:30 PM	2:47:30 PM
Annual report	7/30/2010	7/30/2010
	9:19:13 AM	9:19:13 AM
Annual report	6/26/2009	6/26/2009
	5:05:31 PM	5:05:31 PM
Annual report	1/28/2008	1/28/2008
	3:22:06 PM	3:22:06 PM
Annual report	6/21/2007	6/21/2007
	2:29:17 PM	
Annual report	4/3/2006	4/3/2006
	3:41:19 PM	
Annual report	6/9/1998	6/9/1998
Registered agent address change	6/9/1998	6/9/1998
Principal office change	5/7/1997	5/7/1997

Microfilmed Images

Microfilm images are not available online. They can be ordered by faxing a Request For Corporate Documents to the Corporate Records Branch at 502-564-5687.

Annual Report	5/28/2004	1 page
Annual Report	6/10/2003	1 page
Annual Report	3/28/2002	1 page
Annual Report	7/24/2001	1 page
Annual Report	6/16/2000	1 page
Annual Report	4/21/1999	1 page
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Annual Report	7/1/1994	1 page
Annual Report	3/24/1993	1 page
Annual Report	3/16/1992	1 page
Annual Report	7/1/1991	1 page
Annual Report	7/1/1990	1 page
Annual Report	7/1/1989	1 page
Annual Report	5/4/1978	3 pages
Articles of Incorporation	10/26/1977	7 pages

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 1 – APPLICANT INFORMATION			
Legal Name of Applicant Organization: Highland Commerce Guild <small>(as listed on: http://www.sos.ky.gov/business/records)</small>			
Main Office Street & Mailing Address: P O Box 4516, Louisville, Kentucky 40204			
Website: www.thehighlandsoflouisville.org			
Applicant Contact:	Mark Abrams	Title:	Treasurer
Phone:	5025947372	Email:	markaabrams@gmail.com
Financial Contact:	Mark Abrams	Title:	Treasurer
Phone:	5025947372	Email:	markaabrams@gmail.com
Organization's Representative who attended NDF Training: Mark Abrams			
GEOGRAPHICAL AREA(S) WHERE PROGRAM ACTIVITIES ARE (WILL BE) PROVIDED			
Program Facility Location(s):	District 8 and District 9		
Council District(s):	8th and 9th	Zip Code(s):	40204,40205,40206,40207
SECTION 2 – PROGRAM REQUEST & FINANCIAL INFORMATION			
PROGRAM/PROJECT NAME: 2019 Graffiti Abatement and Clean Up Program			
Total Request: (\$)	17,500.	Total Metro Award (this program) in previous year: (\$)	17,500.
Purpose of Request (check all that apply): <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Operating Funds (generally cannot exceed 33% of agency's total operating budget) <input checked="" type="checkbox"/> Programming/services/events for direct benefit to community or qualified individuals <input type="checkbox"/> Capital Project of the organization (equipment, furnishing, building, etc) 			
The Following are Required Attachments:			
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> IRS Exempt Status Determination Letter <input checked="" type="checkbox"/> Current year projected budget <input checked="" type="checkbox"/> Current financial statement <input checked="" type="checkbox"/> Most recent IRS Form 990 or 1120-H <input checked="" type="checkbox"/> Articles of Incorporation (current & signed) 		<ul style="list-style-type: none"> <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 applicable 	
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:	8th District NDF Graffiti Clean Up	Amount: (\$)	12,500
Source:	9th District NDF Graffiti Clean Up	Amount: (\$)	5,000
Source:	8th District NDF Bardstown Rd. A	Amount: (\$)	1,500
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 Highland Commerce Guild is a business association for the Highlands of Louisville, District 8 in particular, and Metro Louisville in general. Our purpose is to enhance and improve the business and social climate between the business community, neighborhoods, law enforcement and Metro Government. We foster community cooperation in solving problems. We encourage property maintenance, eliminate graffiti and litter.

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 4 - BOARD OF DIRECTORS AND PAID STAFF

Board Member	Term End Date
Aaron Givhan	Dec. 31, 2019
Nick Morris	Dec. 31, 2019
Mark Abrams	Dec. 31, 2019
Terra Long	Dec. 31, 2019
Joee Conroy	Dec. 31, 2019
Karen Finlinson	Dec. 31, 2010

Describe the Board term limit policy:
 The board membership does not have a term limit policy.

Three Highest Paid Staff Names	Annual Salary
Not applicable	

Applicant's Initials 

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 5 – PROGRAM/PROJECT NARRATIVE

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

The Graffiti Abatement Project has been an on going program since 2006. The Program patrols and removes graffiti on a daily basis (weather permitting) within Districts 8 and 9. The Highland Commerce Guild has an email address and phone number for reporting graffiti. Whe graffiti is reported to the Council Offices they can call or email us to remove the offending graffiti.

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

The funds are spent for paint, solvents, acid and other cleaners which are used to remove graffiti. It will pay for the manpower to remove the graffiti. The funds are used to purchase chemicals to remove grass and wees in the commercial district.

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:

- 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.

There will be invoices and expenses starting July 2019.

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

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

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

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

The Highland Commerce Guild has received many expressions of appreciation, often while we are in the process of cleaning up graffiti on the streets. Nearly everyone who passes, thanks us for our service. The Highland Commerce Guild feels that anyone who drives or walks the commercial corridors of their districts is benefiting from having the "broken window syndrome" of graffiti removed.

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.

All of the Neighborhood Associations know that the Highland Commerce Guild provides a Graffiti Abatement Program and utilize our service. Often, a neighbor becomes a designated spotter who reports graffiti to the Guild and we will have it removed. The neighborhood spotter help us keep alleys from becoming over run with graffiti. The spotters are driving or walking through areas that are not easily patrolled. We also work in conjunction with the Metro Louisville Graffiti Abatement Coalition and the Zoo Group, who also assist with the spotting, removing and elimination of graffiti.

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 6 – PROGRAM/PROJECT BUDGET SUMMARY

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

Program/Project Expenses	Column 1	Column 2	Column (1+2)=3
	Proposed Metro Funds	Non- Metro Funds	Total Funds
A: Personnel Costs Including Benefits			
B: Rent/Utilities			
C: Office Supplies			
D: Telephone			
E: In-town Travel			
F: Client Assistance (See Detailed List on Page 8)			
G: Professional Service Contracts	16,000	200	16,200
H: Program Materials	1,500		1,500
I: Community Events & Festivals (See Detailed List on Page 8)			
J: Machinery & Equipment			
K: Capital Project			
L: Other Expenses (See Detailed List on Page 8)			
*TOTAL PROGRAM/PROJECT FUNDS	17,500	200	17,700
% of Program Budget	98.6 %	1.4 %	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)	200
Fees Collected from Program Participants	
Other (please specify)	
Total Revenue for Column 2 Expenses **	200

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

**Must equal or exceed total in column 2.

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

Detail for Client Assistance, Community Events & Festivals or Other Expenses shown on Page 7 (circle one and use multiple sheets if necessary)	Column 1	Column 2	Column (1 + 2)=3
	Proposed Metro Funds	Non-Metro Funds	Total Funds
Total			

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

*** 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 1st

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:

Applicant's Initials *AT*

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 7 – CERTIFICATIONS & ASSURANCES

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

Standard Assurances

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

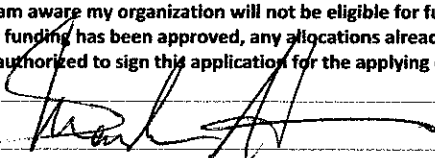
Standard Certifications

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

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

SECTION 8 – CERTIFICATIONS & ASSURANCES

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

Signature of Legal Signatory:		Date:	July 1, 2019
Legal Signatory: (please print):	Mark Abrams	Title:	Treasurer
Phone:	502-594-7372	Extension:	
		Email:	markaabrams@gmail.com



INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement is between THE HIGHLAND COMMERCE GUILD, a Kentucky Non Profit Corporation (the "Company") and RALPH WEIBLE, (the "Contractor").

RECITALS

The Company is a Business Association and wants to engage the Contractor to remove or cover illegal graffiti perpetrated in the 8th and 9th Districts of Metro Louisville.

The Contractor has performed the same or similar activities since 2007.

The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES.

- (a) **Engagement.** The Company retains the Contractor to provide, and the Contractor shall provide, the services described in Exhibit A (the "Services").
- (b) **Services.** Without limiting the scope of Services described in Exhibit A, the Contractor shall:
 - (i) perform the Services set forth in Exhibit A. However, if a conflict exists between this agreement and any term in Exhibit A, the terms in this agreement will control;
 - (ii) devote as much productive time, energy, and ability to the performance of his duties under this agreement as may be necessary to provide the required Services in a timely and productive manner;
 - (iii) perform the Services in a safe, good, and workmanlike manner using at all times adequate equipment in good working order;
 - (iv) communicate with the Company about progress the Contractor has made in performing the Services;
- (c) **Legal Compliance.** The Contractor shall perform the Services in accordance with standards prevailing in the Company's industry, and in accordance with applicable laws, rules, or regulations. The Contractor shall obtain all permits or permissions required to comply with those standards, laws, rules, or regulations.
- (d) **Company's Obligations.** The Company shall make timely payments of amounts earned by the Contractor under this agreement and notify the Contractor of any changes to its procedures affecting the Contractor's obligations under this agreement at least 30 days before implementing those changes.

2. TERM AND TERMINATION.

- (a) **Term.** This agreement will become effective as described in section 16. Unless it is terminated earlier in accordance with subsection 2(b), this agreement will continue until the Services have been satisfactorily completed and the Contractor has been paid in full for such Services (the "Term").
- (b) **Termination.** This agreement may be terminated:
- (i) by either party on provision of 30 days' written notice to the other party, with or without cause;
 - (ii) by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 30 days of receipt of written notice of the breach;
 - (iii) by the Company at any time and without prior notice, if the Contractor, fails or refuses to comply with the written policies or reasonable directives of the Company, or is guilty of serious misconduct in connection with performance under this agreement.
- (c) **Effect of Termination.** After the termination of this agreement for any reason, the Company shall promptly pay the Contractor for Services rendered before the effective date of the termination.

3. COMPENSATION.

- (a) **Terms and Conditions.** The Company shall pay the Contractor in accordance with Exhibit A.
- (b) **No Payments in Certain Circumstances.** No payment will be payable to the Contractor under any of the following circumstances:
- (i) if prohibited under applicable government law, regulation, or policy;
 - (ii) if the Contractor did not directly perform or complete the Services described in Exhibit A;
 - (iii) if the Contractor did not perform the Services to the reasonable satisfaction of the Company; or
 - (iv) if the Services performed occurred after the expiration or termination of the Term, unless otherwise agreed in writing.
- (c) **No Other Compensation.** The compensation set out above will be the Contractor's sole compensation under this agreement.

- (d) **Expenses.** Any ordinary and necessary expenses incurred by the Contractor or his staff in the performance of this agreement will be the Contractor's sole responsibility.
- (e) **Taxes.** The Contractor is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Contractor under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The Company has no obligation to pay or withhold any sums for those taxes.
- (f) **Other Benefits.** The Contractor has no claim against the Company under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

4. NATURE OF RELATIONSHIP; INVENTIONS.

(a) Independent Contractor Status.

- (i) The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.
- (ii) The Contractor has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Contractor or the Contractor's staff shall perform the Services, and the Company is not required to hire, supervise, or pay any assistants to help the Contractor perform those Services. The Contractor shall provide insurance coverage for himself and his staff.

5. REPORTING.

The Contractor shall report to Mark Abrams or such other officer or employee as may be designated by the Company. The Contractor shall provide a monthly written summary report to the Company on his progress. Reports shall consist of location, type and date of graffiti removal.

6. OTHER ACTIVITIES.

During the Term, the Contractor is free to engage in other independent contracting activities, except that the Contractor may not accept work, enter into contracts, or accept

obligations inconsistent or incompatible with the Contractor's obligations or the scope of Services to be rendered for the Company under this agreement.

7. INDEMNIFICATION.

- (a) **Of Company by Contractor.** At all times after the effective date of this agreement, the Contractor shall indemnify the Company (collectively, the "**Company Indemnitees**") from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys' fees, accounting fees, and expert witness fees) (collectively, the "**Claims**") that any Company Indemnitee may incur and that arise from:
- (i) the Contractor's negligence or willful misconduct arising from the Contractor's carrying out of his obligations under this agreement;
 - (ii) the Contractor's breach of any of his obligations or representations under this agreement; or
 - (iii) the Contractor's breach of his express representation that he is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If a regulatory body or court of competent jurisdiction finds that the Contractor is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on the Contractor's own actions, the Contractor will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Contractor or the Company resulting from that contrary interpretation, including taxes, assessments, and penalties that would have been deducted from the Contractor's earnings if the Contractor had been on the Company's payroll and employed as a Company employee.
- (b) **Of Contractor by Company.** At all times after the effective date of this agreement, the Company shall indemnify the Contractor (the "**Contractor Indemnitee**") from all Claims that the Contractor Indemnitee may incur arising from:
- (i) the Company's operation of its business;
 - (ii) the Company's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party; or
 - (iii) the Company's breach of any of its obligations or representations under this agreement. However, the Company is not obligated to indemnify the Contractor if any of these Claims result from the Contractor's own actions or inactions.

8. FORCE MAJEURE.

A party will be not be considered in breach of or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- (a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

9. GOVERNING LAW.

- (a) **Choice of Law.** The laws of the state of Kentucky govern this agreement (without giving effect to its conflicts of law principles).
- (b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Jefferson County, Kentucky.

10. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

11. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

12. NOTICES.

- (a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt

requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

- (b) **Addresses.** A party shall address notices under this section 17 to a party at the following addresses:

If to the Company:
Mark Abrams, Treasurer
P O Box 4516
Louisville, Kentucky 40204
markaabrams@gmail.com

If to the Contractor:
Ralph Weible
P O Box 4123
Louisville, Kentucky 40204
ralphweible@yahoo.com

- (c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

13. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

14. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

15. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

16. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

17. NECESSARY ACTS; FURTHER ASSURANCES.


Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

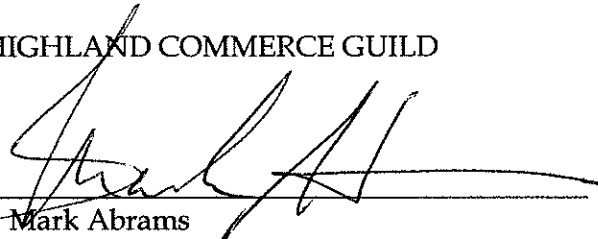
RALPH WEIBLE

Date: 7-1-18

By: 
Name: Ralph Weible

THE HIGHLAND COMMERCE GUILD

Date: 7-1-18

By: 
Name: Mark Abrams
Title: Treasurer

DUTIES, SPECIFICATIONS, AND COMPENSATION

1. DUTIES.

The Contractor shall perform the following services: Drive through Districts ~~4, 8, 9, 10~~ and District ~~26~~ of Metro Louisville, and remove or cover any and all illegal graffiti that he finds.

2. COMPENSATION.

Example 1

As full compensation for the Services rendered under this agreement, the Company shall pay the Contractor the sum of \$1,500.00, to be paid monthly .

Example 2


- (a) **Estimate.** The Contractor estimates the cost of all Services to be completed under the terms of the agreement will be \$1,500.00 per month.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this Exhibit A on the date stated opposite that party's signature.

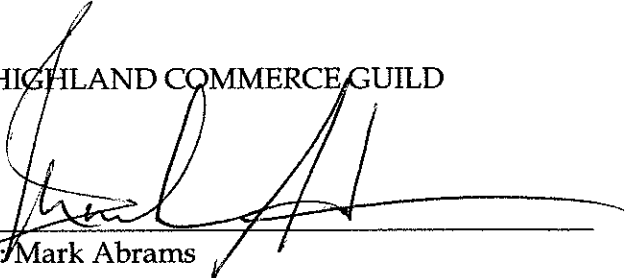
RALPH WEIBLE

Date: 7/1/18

By: 
Name: Ralph Weible

THE HIGHLAND COMMERCE GUILD

Date: 7-1-18

By: 
Name: Mark Abrams
Title: Treasurer

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

DEPARTMENT OF THE TREASURY

Date: JUL 12 1993

HIGHLAND COMMERCE BUILD INC
1140 CHEROKEE ROAD
LOUISVILLE, KY 40204

Employer Identification Number:
61-1237560

Contact Person:
ZENIA LUK

Contact Telephone Number:
(513) 684-3578

Internal Revenue Code
Section 501(c)(6)
Accounting Period Ending:
October 31

Form 990 Required:
Yes

Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for

Letter 948(DI/CG)

HIGHLAND COMMERCE GUILD INC

the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

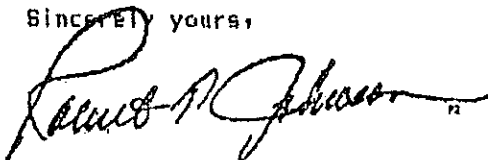
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Robert T. Johnson
District Director

Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

DREXELL R. DAVIS
Secretary



FRANKFORT,
KENTUCKY

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

I, DREXELL R. DAVIS, Secretary of State of the Commonwealth of Kentucky certify that there has been delivered to my office articles of incorporation of
HIGHLAND COMMERCE GUILD, INC.

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

DAVID K. KAREM, ATTORNEY

NAME

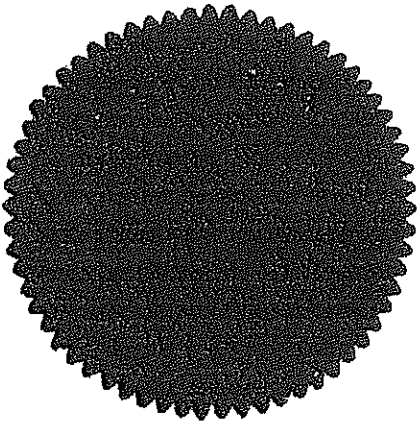
564 LINCOLN FEDERAL BUILDING

STREET ADDRESS

LOUISVILLE, KENTUCKY 40202

CITY, STATE

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



Issued this 26TH day of OCTOBER, 19 77,

at Frankfort, Kentucky.

Drexell R. Davis

SECRETARY OF STATE

SECRETARY OF STATE

ASSIGNANT SECRETARY OF STATE

ORIGINAL COPY FILED
SECRETARY OF STATE OF KENTUCKY
FRANKFORT, KENTUCKY

OCT 26 1977

Dwight P. Davis
SECRETARY OF STATE

ARTICLES OF INCORPORATION OF THE
HIGHLAND COMMERCE GUILD, INC.

75989

SECRETARY OF STATE
RECEIVED
OCT 26 1977
84.00
Commonwealth of Kentucky

The undersigned, the majority of whom are citizens of the United States, desiring to form a non-profit corporation under the non-profit corporation law of the State of Kentucky do hereby certify:

ARTICLE I

The name of the corporation shall be the HIGHLAND COMMERCE GUILD, INC.

ARTICLE II

Unless sooner terminated as provided by law, the corporation shall have perpetual existence from the time the certificate of incorporation has been issued by the Secretary of the State of Kentucky.

ARTICLE III

The objects and purpose of the HIGHLAND COMMERCE GUILD, INC., hereinafter called the Guild, shall be:

- (a) To foster a sense of community cooperation in solving problems of the area.
- (b) To enhance and improve the business and social climate within the geographic area of its activity.
- (c) To encourage residential and business property upkeep in the area.
- (d) To eliminate vandalism and litter in the area.
- (e) To encourage better police protection in the area.

(f) To improve traffic flow and traffic law enforcement in the area.

(g) To be concerned with youth problems of the area.

(h) To insure a reasonable and adequate zoning scheme for the area.

(i) To cooperate with all area church groups, school groups, and neighborhood groups to insure total community involvement in problem situations of the area.

(j) To encourage a spirit of friendliness in the area.

(k) Any other activities to promote the common good and general welfare of the people in the community unless these activities are excluded by IRC Sec. 501 (c) (4) (6) or IRS Regulation.

ARTICLE IV

(4.1) Said Guild is organized exclusively for the promotion of social and civic welfare as described in IRC Sec. (501) (c) (4) (6). In view of that fact; no part of the net earnings of the association shall inure to the benefit of, or be distributable, its members, trustees, 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 III hereof.

(4.2) No substantial part of the activities of the association shall be the carrying on of propaganda, or otherwise attempting to influence legislation (unless the social welfare and civic objective require legislation as per the regulations concerning IRC Sec.

501 (c) (4) (6), or intervene in any political campaign on behalf of any candidate for public office.

(4.3) Notwithstanding any other provision of these articles, the association shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501 (c) (4) (6) of the Internal Revenue Code of 1954.

(4.4) Upon the dissolution of the association, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the association, dispose of all the assets of the association exclusively for the purpose of the association in such manner, or to such organization or organizations, organized and operated exclusively for social welfare or civic purposes as shall at the time qualify as exempt organization or organizations under Section 501 (c) (4) (6) Internal Revenue Code of 1954, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Circuit Court of the County in which the principle office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE V

(5.1) The registered office and place of business of the corporation shall be:

(5.2) The name and address of its Resident Agent for the

service of process shall be:

David K. Karen, Attorney
564 Lincoln Federal Building
Louisville, Kentucky 40202

ARTICLE VI

The officers, directors, or members of the Guild shall not be personally liable for the payment of debts, liabilities or obligations of the Guild to any extent whatsoever.

ARTICLE VII

(7.1) The initial Board of Directors shall consist of eight directors.

(7.2) The following individuals will serve in the capacity of directors until the selection of their successors:

Ralph Bridgers
c/o Outlook Inn, 916 Baxter Avenue, Louisville, Kentucky

Mrs. John H. Buffat (Ida)
c/o Buffat Plumbing, 1277 Bardstown Road, Louisville, KY

William Goodell
c/o National Products, 900 Baxter Avenue, Louisville, KY

Jack Kersey
c/o 1231 Bardstown Road, Louisville, Kentucky.

John R. Moss
c/o John Moss Upholstering, 967 Baxter Avenue, Louisville, KY

Mrs. James Olds
c/o Por Que No Restaurant, 1007 Bardstown Road, Louisville, KY

Patrick M. Payne
c/o Spindletop Draperies, 1064 Bardstown Road, Louisville, KY

Ray Barrett
c/o Barrett Funeral Home, 1230 Bardstown Road, Louisville, KY

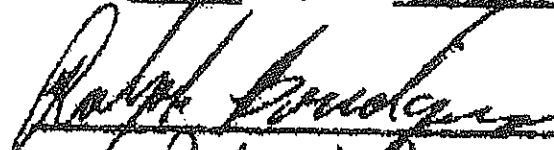



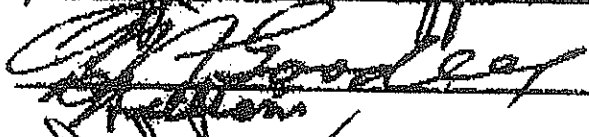
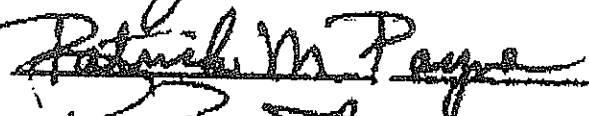


ARTICLE VIII

The names and addresses of the incorporators are as follows:

- Ralph Bridgers
c/o Outlook Inn, 916 Baxter Avenue, Louisville, Kentucky
- Mrs. John H. Buffat (Ida)
c/o Buffat Plumbing, 1277 Bardstown Road, Louisville, KY
- William Goodell
c/o National Products, 900 Baxter Avenue, Louisville, KY
- Jack Kersey
c/o 1231 Bardstown Road, Louisville, Kentucky
- John R. Moss
c/o John Moss Upholstering, 967 Baxter Avenue, Louisville, KY
- Mrs. James Olds
c/o Por Que No Restaurant, 1007 Bardstown Road, Louisville, KY
- Patrick M. Payne
c/o Spindletop Draperies, 1064 Bardstown Road, Louisville, KY
- Ray Barrett
c/o Barrett Funeral Home, 1230 Bardstown Road, Louisville, KY

In witness whereof, we have hereunto subscribed our names

this 24th day of Oct., 1977.

 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____

STATE OF KENTUCKY :
 : SS
COUNTY OF JEFFERSON:

The foregoing instrument was acknowledged before me this

24 day of 02, 1977, by Ralph Bridgers, Mrs.
John H. (Ida) Buffat, William Goodell, Jack Kersey, John R. Moss,
Mrs. James Olds, Patrick M. Payne and Ray Barrett.

Notary Public, State at Large, Ky.

My commission expires September 2, 1981.

My commission expires: _____

David K. K...

NOTARY PUBLIC, STATE AT LARGE, KY

Highland Commerce Guild Profit & Loss July 2018 through June 2019

	Jul '18 - Jun 19
Ordinary Income/Expense	
Income	
Mural Account	600.00
Transferred Funds	1,500.00
void	0.00
Event Participation Fees	
Annual Dinner	470.00
Luncheon Series	805.00
Bardstown Road Aglow	11,639.00
Event Participation Fees - Other	634.00
Total Event Participation Fees	13,548.00
Grants	
Clean-Up Program	17,500.00
Grants - Other	975.00
Total Grants	18,475.00
Membership Dues	5,100.00
Total Income	39,223.00
Cost of Goods Sold	
Heather Pollard	2,800.00
Total COGS	2,800.00
Gross Profit	36,423.00
Expense	
Mural Expenses	600.00
Journal Entry	1,500.01
National Night Out	178.08
Visitor Guide Advertising	1,501.00
Street Banners	1,439.00
Reconciliation Discrepancies	919.25
Event Expenses	
Petty Cash	0.01
Luncheon Series	
Event Advertising	
Mayor's Lunch	405.00
Total Event Advertising	405.00
Total Luncheon Series	405.00
St Patrick's Day Parade	
Event Decorations/Candy	237.69
St Patrick's Day Parade - Other	178.00
Total St Patrick's Day Parade	415.69
Annual Dinner	
Event Catering/Food	485.16
Total Annual Dinner	485.16
Bardstown Road Aglow	
Map of the Highlands	2,030.00
aglow meeting expences	162.25
Aglow banner installation	3,128.00
Storage for Aglow	800.00
Event Charitable Donations	1,000.00
Event Coordination	2,000.00
Event Decorating Contest	600.00
Event Trolley Service/Limo	1,259.00
Event Entertainment	600.00
Event Advertising	2,506.95
Total Bardstown Road Aglow	14,086.20
Total Event Expenses	15,392.06

3:41 PM
06/26/19
Accrual Basis

Highland Commerce Guild
Profit & Loss
July 2018 through June 2019

	<u>Jul '18 - Jun 19</u>
General Expenses	
Office Expenses	875.89
Monthly Meeting	247.02
Secretary of State Filing Fee	15.00
Credit Card Service Fees	-191.23
Accounting	525.00
Bank Service Charges	
OnLine Fee	207.08
Total Bank Service Charges	<u>207.08</u>
Liability Insurance	510.87
PO box #4516	268.00
Total General Expenses	<u>2,457.63</u>
Membership Advertising	195.00
HCG Clean-up Program	
Clean Up Program Supplies	374.85
Clean Up Program Labor	17,700.00
Total HCG Clean-up Program	<u>18,074.85</u>
Gifts	206.95
Total Expense	<u>42,463.83</u>
Net Ordinary Income	<u>-6,040.83</u>
Net Income	<u><u>-6,040.83</u></u>

Highland Commerce Guild Profit & Loss January through December 2018

	Jan - Dec 18
Ordinary Income/Expense	
Income	
Mural Account	600.00
Transferred Funds	1,500.00
void	0.00
Event Participation Fees	
Annual Dinner	520.00
Luncheon Series	1,180.00
Bardstown Road Aglow	12,285.00
Total Event Participation Fees	13,985.00
Grants	
Clean-Up Program	23,334.00
Total Grants	23,334.00
Membership Dues	11,920.00
Total Income	51,339.00
Cost of Goods Sold	
Heather Pollard	5,200.00
Total COGS	5,200.00
Gross Profit	46,139.00
Expense	
2018 Bardstown Road Aglow	72.50
Mural Expenses	600.00
Journal Entry	1,500.01
National Night Out	178.08
Louisville Magazine Advertising	84.00
Visitor Guide Advertising	1,501.00
Street Banners	1,025.60
Reconciliation Discrepancies	919.25
Event Expenses	
Petty Cash	0.01
Luncheon Series	
Event Advertising	
Mayor's Lunch	645.00
Total Event Advertising	645.00
Total Luncheon Series	645.00
St Patrick's Day Parade	344.34
Annual Dinner	
Event Catering/Food	485.16
Total Annual Dinner	485.16
Bardstown Road Aglow	
Map of the Highlands	2,000.00
aglow meeting expences	162.25
Aglow banner installation	3,123.00
Storage for Aglow	1,600.00
Reception	20.65
Event Charitable Donations	2,000.00
Event Coordination	2,000.00
Event Decorating Contest	450.00
Event Decorations/Candy	10.57
Event Trolley Service/Limo	1,259.00
Event Entertainment	600.00
Event Advertising	2,816.35
Total Bardstown Road Aglow	16,041.82
Total Event Expenses	17,516.33

3:42 PM
06/26/19
Accrual Basis

Highland Commerce Guild
Profit & Loss
January through December 2018

	<u>Jan - Dec 18</u>
General Expenses	
Office Expenses	921.16
Monthly Meeting	488.24
Secretary of State Filing Fee	15.00
Credit Card Service Fees	-226.50
Accounting	610.00
Bank Service Charges	
OnLine Fee	170.72
Total Bank Service Charges	<u>170.72</u>
Liability Insurance	510.87
PO box #4516	250.00
Total General Expenses	<u>2,739.49</u>
HCG Clean-up Program	
Clean Up Program Supplies	631.14
Clean Up Program Labor	16,600.00
Total HCG Clean-up Program	<u>17,231.14</u>
Gifts	206.95
Total Expense	<u>43,574.35</u>
Net Ordinary Income	2,564.65
Other Income/Expense	
Other Expense	
Other Expenses	12.72
Total Other Expense	<u>12.72</u>
Net Other Income	<u>-12.72</u>
Net Income	<u><u>2,551.93</u></u>

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Highland Commerce Guild		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" 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) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 2000 Lancashire Avenue, Unit 304		Requester's name and address (optional)
6 City, state, and ZIP code Louisville, Kentucky 40205			
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number	
or	
Employer identification number	
6 1 - 1 2 3 7 5 6 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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 7-1-2019
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General Instructions

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

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

Purpose of Form

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

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

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

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

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2018

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

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

Department of the Treasury Internal Revenue Service

For the 2018 calendar year, or tax year beginning, 2018, and ending, 20

Header section containing organization name (Highland Commerce Guild Inc), address (PO Box 4516, Louisville, KY 40204), EIN (61-1237560), and other identifying information.

Part I Summary

Summary table with rows for mission statement, governance, revenue (Total revenue: 49,839), expenses (Total expenses: 47,740), and net assets (End of Year: 44,516).

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature block for Mark Abrams, Treasurer, dated 01-31-2019.

Preparer information for Robert R Eagle, CPA, Eagle and Company CPAs, PSC, Louisville KY 40218.

Do you discuss this return with the preparer shown above? (see instructions) Yes No