Attachment 4
Targeted Census Tracts

Census Tract	State	Foreclosure Score	Vacancy Score	Max Score
21001970100	KY	18	18	18
21001970200	KY	10	18	18
21001970300	KY	16	18	18
21001970400	KY	16	19	19
21001970500	KY	15	19	19
21001970600	KY	16	19	19
21003980400	KY	17	18	18
21003980500	KY	16	17	17
21003980600	KY	19	19	19
21007950200	KY	13	19	19
21009950200	KY	15	18	18
21009950900	KY	14	18	18
21011970300	KY	19	1	19
21013960100	KY	18	18	18
21013960200	KY	14	18	18
21013960400	KY	18	18	18
21013960600	KY	16	18	18
21013961000	KY	18	18	18
21015070306	KY	18	3	18
21015070402	KY	17	11	17
21015070501	KY	19	6	19
21015070603	KY	18	14	18
21017030100	KY	15	18	18
21019030300	KY	10	18	18
21019031300	KY	14	19	19
21021990300	KY	13	19	19
21025980500	KY	18	18	18
21025980700	KY	18	14	18
21027960100	KY	13	18	18
21029020100	KY	18	11	18
21029020600	KY	19	15	19
21029021100	KY	18	14	18
21031990100	KY	16	19	19
21031990200	KY	14	20	20
21031990300	KY	15	19	19
21031990400	KY	12	18	18
21031990500	KY	18	19	19
21033980100	KY	15	20	20

21033980200	KY	15	18	18
21037050200	KY	14	17	17
21037050400	KY	10	19	19
21037050500	KY	15	20	20
21037050600	KY	15	19	19
21037051101	KY	14	19	19
21037051102	KY	14	19	19
21037051200	KY	15	19	19
21037051300	KY	13	14	14
21037052100	KY	10	17	17
21037052200	KY	10	15	15
21037052302	KY	10	15	15
21037052500	KY	13	18	18
21037053000	KY	15	15	15
21045950200	KY	13	18	18
21045950300	KY	14	18	18
21045950400	KY	15	18	18
21045950500	KY	15	19	19
21047200100	KY	15	19	19
21047200300	KY	18	20	20
21047200400	KY	17	19	19
21047200500	KY	11	13	13
21047200600	KY	14	12	14
21047200700	KY	17	13	17
21047200800	KY	15	18	18
21047201000	KY	13	19	19
21047201300	KY	18	15	18
21049020104	KY	17	18	18
21051950100	KY	18	18	18
21051950200	KY	18	17	18
21051950300	KY	17	18	18
21051950600	KY	19	13	19
21055990100	KY	15	18	18
21055990200	KY	13	19	19
21055990400	KY	13	18	18
21057950100	KY	14	18	18
21057950200	KY	14	18	18
21059000200	KY	14	18	18
21059000300	KY	10	19	19
21059000500	KY	14	19	19
21061980200	KY	16	19	19
21061980400	KY	14	18	18
21063980100	KY	20	20	20

21063980200	KY	20	1	20
21067000300	KY	13	19	19
21067000400	KY	16	16	16
21067000500	KY	7	7	7
21067001400	KY	14	17	17
21067001500	KY	13	14	14
21067003700	KY	18	5	18
21071980800	KY	18	18	18
21071980900	KY	18	18	18
21073070200	KY	16	20	20
21073070600	KY	15	18	18
21075980100	KY	12	19	19
21075980200	KY	16	20	20
21077960100	KY	16	16	16
21081980100	KY	16	14	16
21081980200	KY	17	12	17
21081980300	KY	18	15	18
21081980400	KY	15	17	17
21083020300	KY	15	18	18
21085950100	KY	14	18	18
21085950200	KY	16	19	19
21085950300	KY	15	18	18
21085950500	KY	13	18	18
21085950600	KY	16	20	20
21085950700	KY	13	19	19
21087990100	KY	17	19	19
21087990200	KY	16	19	19
21087990300	KY	16	19	19
21087990400	KY	14	19	19
21091990300	KY	12	18	18
21093000100	KY	18	20	20
21093000300	KY	14	11	14
21093000400	KY	13	16	16
21093000500	KY	12	17	17
21093000600	KY	14	14	14
21093000700	KY	14	20	20
21093000800	KY	12	14	14
21093000901	KY	18	15	18
21093001200	KY	13	11	13
21093001400	KY	16	17	17
21093001600	KY	18	17	18
21095970200	KY	18	20	20
21095970800	KY	15	19	19

21097950100	KY	18	16	18
21099970100	KY	17	20	20
21099970200	KY	15	18	18
21099970300	KY	14	19	19
21099970400	KY	14	18	18
21099970500	KY	15	19	19
21101020200	KY	15	19	19
21101020300	KY	14	19	19
21101020400	KY	14	19	19
21101020500	KY	14	18	18
21101020900	KY	17	18	18
21103090200	KY	11	18	18
21105970100	KY	11	18	18
21107970300	KY	18	17	18
21107970400	KY	13	19	19
21107970500	KY	15	18	18
21107970900	KY	17	20	20
21107971000	KY	16	18	18
21107971100	KY	17	19	19
21107971300	KY	14	19	19
21111000200	KY	16	20	20
21111000300	KY	18	19	19
21111000400	KY	19	19	19
21111000600	KY	19	20	20
21111000700	KY	18	20	20
21111000800	KY	18	20	20
21111000900	KY	17	20	20
21111001000	KY	19	20	20
21111001100	KY	18	20	20
21111001200	KY	18	20	20
21111001500	KY	18	20	20
21111001600	KY	18	20	20
21111001700	KY	18	20	20
21111001800	KY	17	20	20
21111002100	KY	17	20	20
21111002300	KY	18	20	20
21111002400	KY	18	20	20
21111002700	KY	18	20	20
21111002800	KY	18	20	20
21111003700	KY	15	19	19
21111004500	KY	13	18	18
21111006200	KY	16	20	20
21111006500	KY	14	20	20

21111006600	KY	12	19	19
21111009104	KY	18	13	18
21111011101	KY	18	12	18
21111011106	KY	17	18	18
21111011302	KY	19	17	19
21111011405	KY	18	12	18
21111011704	KY	18	13	18
21111011705	KY	18	10	18
21111011901	KY	17	17	17
21111011905	KY	18	11	18
21111012104	KY	16	18	18
21111012106	KY	18	15	18
21111012107	KY	16	18	18
21111012405	KY	19	12	19
21111012601	KY	19	14	19
21111012604	KY	18	15	18
21111012701	KY	17	20	20
21111012703	KY	18	14	18
21111012801	KY	18	18	18
21111012802	KY	18	18	18
21115960400	KY	12	18	18
21117060300	KY	16	20	20
21117060700	KY	16	20	20
21117060900	KY	16	20	20
21117061000	KY	16	19	19
21117061100	KY	10	16	16
21117061200	KY	13	19	19
21117061300	KY	12	17	17
21117061400	KY	16	19	19
21117061600	KY	15	20	20
21117063603	KY	17	18	18
21117063604	KY	16	12	16
21117063605	KY	18	12	18
21117063800	KY	13	18	18
21117064100	KY	15	16	16
21117064200	KY	12	15	15
21117064400	KY	13	17	17
21117064500	KY	12	15	15
21117065000	KY	16	20	20
21117065100	KY	14	15	15
21117065300	KY	18	15	18
21117065501	KY	16	10	16
21117065600	KY	17	17	17

21117065700	KY	12	16	16
21117066800	KY	18	12	18
21117066900	KY	15	18	18
21117067100	KY	18	20	20
21119960100	KY	20	20	20
21119960200	KY	20	20	20
21119960300	KY	20	20	20
21119960400	KY	20	20	20
21119960500	KY	20	20	20
21121990200	KY	18	18	18
21121990300	KY	14	19	19
21123960100	KY	18	18	18
21123960200	KY	16	18	18
21123960300	KY	16	19	19
21125970200	KY	14	18	18
21129950300	KY	19	19	19
21131980100	KY	18	18	18
21131980300	KY	18	18	18
21133950100	KY	18	18	18
21133950200	KY	19	19	19
21133950300	KY	20	20	20
21133950400	KY	19	12	19
21133950500	KY	19	19	19
21133950600	KY	19	19	19
21139040100	KY	13	19	19
21139040200	KY	13	18	18
21141960300	KY	15	18	18
21145030100	KY	18	19	19
21145030200	KY	17	20	20
21145030400	KY	18	20	20
21145030500	KY	15	20	20
21145031500	KY	13	18	18
21147960100	KY	19	19	19
21147960200	KY	18	18	18
21147960300	KY	19	19	19
21149970200	KY	12	18	18
21149970300	KY	14	18	18
21149970400	KY	13	20	20
21153970200	KY	18	1	18
21157950600	KY	12	18	18
21159950100	KY	20	20	20
21159950200	KY	18	18	18
21161960300	KY	11	19	19

21163970300	KY	17	14	17
21163970400	KY	19	17	19
21167960400	KY	16	18	18
21169960100	KY	15	18	18
21169960200	KY	16	18	18
21169960300	KY	17	19	19
21171990100	KY	18	17	18
21171990200	KY	14	16	16
21171990300	KY	17	18	18
21171990400	KY	15	19	19
21173980200	KY	19	18	19
21173980300	KY	19	16	19
21173980400	KY	18	1	18
21173980500	KY	18	1	18
21175950100	KY	18	1	18
21177960100	KY	18	18	18
21177960200	KY	16	18	18
21177960300	KY	16	18	18
21177960400	KY	14	18	18
21177960900	KY	13	19	19
21183980400	KY	14	20	20
21183980500	KY	15	16	16
21183980600	KY	17	18	18
21183980700	KY	16	18	18
21189990100	KY	18	18	18
21191990100	KY	14	17	17
21191990300	KY	15	15	15
21197970100	KY	18	1	18
21197970200	KY	18	1	18
21199990100	KY	17	20	20
21199990200	KY	16	19	19
21199990300	KY	14	20	20
21199990500	KY	19	17	19
21199990600	KY	18	18	18
21199990700	KY	16	18	18
21199990900	KY	14	18	18
21199991000	KY	18	20	20
21207960100	KY	16	19	19
21207960300	KY	12	18	18
21209040100	KY	12	15	15
21209040600	KY	16	1	16
21213970200	KY	14	18	18
21213970400	KY	16	18	18

21215080100	KY	18	14	18
21215080200	KY	15	18	18
21217980100	KY	14	19	19
21217980200	KY	13	18	18
21217980500	KY	16	18	18
21219950200	KY	13	18	18
21221970100	KY	11	19	19
21221970200	KY	15	19	19
21221970300	KY	14	20	20
21223100100	KY	17	19	19
21223100200	KY	17	19	19
21225950200	KY	15	18	18
21225950300	KY	15	18	18
21229980100	KY	16	19	19
21231980600	KY	18	18	18
21233960300	KY	15	18	18
21233960400	KY	17	19	19
21235980100	KY	15	18	18
21235980200	KY	14	18	18
21237990100	KY	18	1	18
21237990300	KY	19	1	19
Average Score				18.27

Attachment 5
Definitions for NSP2 Program

1. "Act" means the American Recovery and Reinvestment Act of 2009.

2. "Affordable Rents" means the maximum amount of rent charged may not exceed the HUD Fair Market Rent (FMR) during the term of affordability. HUD Fair Market Rents are defined at 24 CFR 92.252(a)(1), which includes all utilities. Fair market rents by area and bedroom size can be accessed from the HUD User web site at http://www.huduser.org/datasets/fmr.html

3. "Commonwealth" means the Commonwealth of Kentucky, Department for Local Government.

4. Definition of "blighted structure" in context of state or local law.

Kentucky Revised Statutes (KRS) 99.705 Definitions.

Unless the context otherwise requires:

(1) "Blighted" or "deteriorated" property means any vacant structure or vacant or unimproved lot or parcel of ground in a predominantly built-up neighborhood:

(a) Which because of physical condition or use is regarded as a public nuisance at common law or has been declared a public nuisance in accordance with a city of any class, or in counties containing a city of the first class or consolidated local government, with the housing, building, plumbing, fire, or related codes;

(b) Which because of physical condition, use, or occupancy is considered an attractive nuisance to children, including but not limited to abandoned wells, shafts, basements, excavations, and unsafe fences or structures;

(c) Which because it is dilapidated, unsanitary, unsafe, vermin-infested, or lacking in the facilities and equipment required by the housing code of a city or county containing a city of the first class or consolidated local government, has been designated by the department responsible for enforcement of the code as unfit for human habitation;

(d) Which is a fire hazard, or is otherwise dangerous to the safety of persons or property;

(e) From which the utilities, plumbing, heating, sewerage, or other facilities have been disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use;

(f) Which by reason of neglect or lack of maintenance has become a place for accumulation of trash and debris, or a haven for rodents or other vermin; or

(g) Which has been tax delinquent for a period of at least three (3) years; or (h) which has not been rehabilitated within the time constraints placed upon the owner by the appropriate code enforcement agency.

5. Definition of "affordable rents."

The maximum amount of rent charged may not exceed the HUD Fair Market Rent (FMR) during the term of affordability. HUD Fair Market Rents are defined at 24 CFR 92.252(a), (c), (e), and (f), and 92.254 which includes all utilities. Fair market rents by area and bedroom size can be accessed from the HUD User web site at http://www.huduser.org/datasets/fmr.html.

6. "CDBG funds" means, in addition to the definition at 24 CFR 570.3, NSP2 grant funds distributed under this notice.

7. "Current Market Appraised Value" means the value of a foreclosed upon home or residential property that is established through an appraisal made in conformity with the appraisal requirements of the Uniform Relocation Act (URA) at 49 CFR 24.103 and completed within 60 days prior to an offer made for the property by a recipient, subrecipient, developer, or individual homebuyer; provided, however, if the anticipated value of the proposed acquisition is estimated at $25,000 or less, the current market appraised vale of the property may be established by a valuation of the property that is based on a review of available data and is made by a person the recipient determines is qualified to make the valuation.

8. "Foreclosed" means the point property, under state or local law, the mortgage or tax foreclosure is complete. HUD will not consider a foreclosure to be complete until the title for the property has been transferred from the former homeowner under some type of foreclosure proceeding or transfer in lieu of foreclosure, in accordance with state or local law.

9. "Land Bank" means a governmental or nongovernmental nonprofit entity established, at least in part, to assemble, temporarily manage, and dispose of vacant land for the purpose of stabilizing neighborhoods and encouraging re-use or redevelopment of urban property. For the purposes of the NSP program, a land bank will operate in a specific, defined geographic area. It will purchase properties that have been foreclosed upon and maintain, assemble, facilitate redevelopment of, market, and dispose of the land-banked properties. IF the land bank is a governmental entity it may also maintain foreclosed property that it does not own provided it charges the owner of the property the full cost of the service or places in lien on the property for the full cost of the service.

10. "Subrecipient" means the definition in the first sentence of 24 CFR 570.500(c). This includes any nonprofit organization (including a unit of general local government) that an NSP2 recipient awards funds to. The term also includes any land bank receiving NSP funds from the recipient or other subrecipient.

11. "Use for the purposes of Section 2301(c)(1)" means funds are used when they are obligated by a state, unit of general local government, a nonprofit entity, consortium of nonprofit entities,

or any subrecipient thereof, for a specific NSP activity. Funds are obligated for an activity when orders are placed, contracts are awarded, services are received, and similar transactions have occurred that require payment by the state, unit of general local government, nonprofit entity, consortium of nonprofit entities, or a subrecipient during the same or a future period. Note that funds are not obligated for an activity when subawards (e.g., grants to subrecipients or to units of local government) are made.

12. "NSP2" means a procedure established for the use of funds made available from HUD through the Act to carry out activities to stabilize neighborhoods whose visibility has been and continues to be damaged by the economic effects of properties that have been forced upon and abandoned.

13. "HUD" means the United States Department of Housing and Urban Development.

14. "Regulations" means the Neighborhood Stabilization Program 2 Regulations as issued by HUD under the Notice of Fund Availability (NOFA) for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act, 2009, as amended.

15. "Kentucky Neighborhood Stabilization Program 2 Consortium" means a consortium of units of general local governments, non-profit organizations, and for-profit organizations for the purpose of participating in the Federal NSP2 Program and receiving funds as authorized in the Federal Program Regulations.

16. "Federal Program Requirements" means documents issued by the U.S. Department of Housing and Urban Development describing the regulations and requirements of the Neighborhood Stabilization Program 2 in order for funds to be awarded to participating jurisdictions as authorized in the Act.

Kentucky Neighborhood Stabilization Program 2 Consortium Agreement

THIS AGREEMENT is made and entered into by and among the Commonwealth of Kentucky, Department for Local Government (hereinafter "Commonwealth") and the entities listed in Exhibit A hereto. (collectively the "Organizations"). This Agreement is being executed in an original copy for each member of the executed consortium agreement.

WHEREAS, Commonwealth and Organizations agree that it is desirable and in the interests of their citizens to form a consortium eligible to apply for funding under the Neighborhood Stabilization Program 2 operated by the U.S. Department of Housing and Urban Development as authorized under the American Recovery and Reinvestment Act (ARRA) of 2009;

NOW, THEREFORE, the Commonwealth and Organizations agree as follows:

Section 1. Definitions

The definitions contained in 24 CFR 570.481(a), 24 CFR 570.480(c), and American Recovery and Reinvestment Act, 2009, are incorporated herein by reference and made a part hereof, and the terms defined in this section have the following meanings given them:

A. "Act" means the American Recovery and Reinvestment Act of 2009.
B. "Affordable Rents" means the maximum amount of rent charged may not exceed the HUD Fair Market Rent (FMR) during the term of affordability. HUD Fair Market Rents are defined at 24 CFR 92.252(a)(1), which includes all utilities. Fair market rents by area and bedroom size can be accessed from the HUD User web site at http://www.huduser.org/datasets/fmr.html
C. "Commonwealth" means the Commonwealth of Kentucky, Department for Local Government.
D. "Consolidated Plan" means the Consolidated Plan for Housing and Community Development Programs as established in the Act and prepared and adopted by the Commonwealth, as amended from time to time. The Plan describes the needs, resources, priorities and proposed activities to be undertaken with respect to HUD Programs, including the CDBG and NSP Programs.
E. "NSP2" means a procedure established for the use of funds made available from HUD through the Act to carry out activities to stabilize neighborhoods whose visibility has been and continues to be damaged by the economic effects of properties that have been forced upon and abandoned.
F. "HUD" means the United States Department of Housing and Urban Development.
G. "Regulations" means the Neighborhood Stabilization Program 2 Regulations as issued by HUD under the Notice of Fund Availability (NOFA) for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act, 2009, as amended.

H. "Kentucky Neighborhood Stabilization Program 2 Consortium" means a consortium of units of general local governments, non-profit organizations, and for-profit organizations for the purpose of participating in the Federal NSP2 Program and receiving funds as authorized in the Federal Program Regulations.

I. "Federal Program Requirements" means documents issued by the U.S. Department of Housing and Urban Development describing the regulations and requirements of the Neighborhood Stabilization Program 2 in order for funds to be awarded to participating jurisdictions as authorized in the Act.

J. "Abandoned" means when mortgage or tax foreclosure proceedings have been initiated for that property, no mortgage or tax payment have been made by the property for at least 90 days, AND the property has been vacant for at least 90 days.

K. "Blighted Structure" means a structure is blighted when it exhibits objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety, and public welfare.

L. "CDBG funds" means, in addition to the definition at 24 CFR 570.3, NSP2 grant funds distributed under this notice.

M. "Current Market Appraised Value" means the value of a foreclosed upon home or residential property that is established through an appraisal made in conformity with the appraisal requirements of the Uniform Relocation Act (URA) at 49 CFR 24.103 and completed within 60 days prior to an offer made for the property by a recipient, subrecipient, developer, or individual homebuyer; provided, however, if the anticipated value of the proposed acquisition is estimated at $25,000 or less, the current market appraised vale of the property may be established by a valuation of the property that is based on a review of available data and is made by a person the recipient determines is qualified to make the valuation.

N. "Foreclosed" means the point property, under state or local law, the mortgage or tax foreclosure is complete. HUD will not consider a foreclosure to be complete until the title for the property has been transferred from the former homeowner under some type of foreclosure proceeding or transfer in lieu of foreclosure, in accordance with state or local law.

O. "Land Bank" means a governmental or nongovernmental nonprofit entity established, at least in part, to assemble, temporarily manage, and dispose of vacant land for the purpose of stabilizing neighborhoods and encouraging re-use or redevelopment of urban property. For the purposes of the NSP program, a land bank will operate in a specific, defined geographic area. It will purchase properties that have been foreclosed upon and maintain, assemble, facilitate redevelopment of, market, and dispose of the land-banked properties. IF the land bank is a governmental entity it may also maintain foreclosed property that it does not own provided it charges the owner of the property the full cost of the service or places in lien on the property for the full cost of the service.

P. "Subrecipient" means the definition in the first sentence of 24 CFR 570.500(c). This includes any nonprofit organization (including a unit of general local government) that an NSP2 recipient awards funds to. The term also includes any land bank receiving NSP funds from the recipient or other subrecipient.

Q. "Use for the purposes of Section 2301(c)(1)" means funds are used when they are obligated by a state, unit of general local government, a nonprofit entity, consortium of nonprofit entities, or any subrecipient thereof, for a specific NSP activity. Funds are obligated for an activity when orders are placed, contracts are awarded, services are received, and similar transactions have occurred that require payment by the state, unit of general local government, nonprofit entity, consortium of nonprofit entities, or a subrecipient during the same or a future period. Note that funds are not obligated for an activity when subawards (e.g., grants to subrecipients or to units of local government) are made.

Section II. Purpose

This Agreement is to form a consortium consisting of the Commonwealth of Kentucky and various units of general local government and non-profit organizations within the Commonwealth of Kentucky to apply for NSP2 funding under the Act and the Federal Program Requirements of the Act. The said consortium is known and hereinafter may be referred to as the Kentucky Neighborhood Stabilization Program 2 Consortium (hereinafter the "Consortium").

Section III. Agreement.

A. The term of this Agreement begins with the effective date of June 30, 2009. Subject to the requirements of Paragraph D of this Section, the Commonwealth and Organizations agree that the terms of this Agreement cover the period necessary to carry out all activities that will be funded from funds awarded through NSP2 and that all members of the Consortium will remain members of the Consortium for the entire period. The Agreement remains in effect until three (3) years after time of grant award.

B. The Commonwealth and Organizations mutually agree that the Commonwealth is authorized to provide, on behalf of the Consortium, policy oversight for planning, operations, and evaluation of the NSP2. The Commonwealth shall prepare on behalf of the Consortium, a proposed application (hereinafter the "Consortium Application") to HUD, in compliance with the Act, the Regulations, and the Federal Program Requirements, including reallocation of any funds not expended or any repayments or other program income consistent with this Section. The proposed NSP2 design will define a strategy in sufficient detail to accommodate the collective and individual needs and priorities of the Commonwealth and Organizations.

C. The Commonwealth and Organizations mutually agree that the Commonwealth shall act as the Lead Entity in a representative capacity for all members of the Consortium for the purposes of the Act and as further defined in the Federal Program Requirements for funding provided directly by HUD. The Commonwealth, in its capacity as Lead Entity, is authorized to enter into an agreement with HUD and is authorized to enter into agreements with units of

local government, nonprofit organizations, and for-profit organizations receiving funding under an approved NSP2 design.

D. The Organizations' members each agree to individually submit an application detailing the member's individual request and program design for NSP2 activities. Applications shall be submitted to the Commonwealth in the form prescribed by the Commonwealth.

E. The Commonwealth shall develop the Consortium Application using the information in the Organizations' individual applications. The Consortium Application shall reflect an overall Consortium program design and shall reflect the Consortium's project as a single program. The Commonwealth reserves the right, in its sole discretion as the Lead Entity, to determine the terms of the Consortium Agreement, but the Commonwealth shall exercise due diligence in consultation with the Organizations to develop the Consortium Application. The Commonwealth shall submit the Consortium Application to HUD no later than July 17, 2009.

F. The Commonwealth and Organizations mutually agree that, if the Consortium Application is selected for funding from HUD, the individual members of the Consortium shall each enter into a consortium funding agreement with the Commonwealth as Lead Entity. The consortium funding agreement shall describe the Consortium member's specific activities under the NSP2. The consortium funding agreements shall be executed no later than December 1, 2009.

G. The Commonwealth and Organizations mutually agree that the Commonwealth as Lead Entity shall assume overall responsibility for ensuring that the NSP2 program meets the requirements in accordance with HUD regulations in 24 CFR 570.481(a), 24 CFR 570.480(c), and the American Recovery and Reinvestment Act and further ensuring that the NSP2 is carried out in compliance with the requirements of the Act, the Regulations and the Federal Program Requirements. The Organizations agree to assist the Commonwealth in maintaining compliance with the Act, the Regulations, and the State and Federal Program Requirements for the full compliance period, extending to and continuing beyond the expiration of this Agreement.

H. The Commonwealth and the Organizations mutually agree that the NSP2 will provide fair and equal application process for all members of the Consortium to apply for funding brought to it in an amount that shall be determined by the Commonwealth, and that the Commonwealth and Organizations shall be given ample opportunity to comment on the distribution of all funding requested through the NSP2.

I. The Commonwealth as Lead Entity will administer the NSP2 Program for the Consortium to the extent of appropriations.

J. Kentucky NSP2 Consortium members will retain locally or remit program income to DLG as indicated in their respective applications; retaining members must provide timely reporting, tracking and expenditure information to DLG. Recaptured funds (funds received due to termination of the affordability period, or other such termination of NSP-assisted unit designation) must be returned to DLG. Organizations that do not comply with reporting requirements, 24 CFR Part 84 or Part 85 requirements (as applicable), other federal requirements, or other NSP2 federal program requirements may forfeit their ability to retain program income locally and may be required to remit program income to DLG.

K. The Commonwealth and the Organizations agree to comply with all Regulations, Federal Program Requirements, and NSP2 design features and requirements.

L. This Agreement shall be executed by the appropriate officers of the Commonwealth and Organizations pursuant to authority granted them by their governing bodies.

M. To the maximum extent permitted by law, each organization which is a party to this Agreement shall indemnify and hold harmless the Commonwealth and other organizations, and their officers, officials, and employees, from and against any and all costs, damages, liabilities, claims, losses, judgments or expenses, including reasonable attorneys fees, arising in any manner from or as a result of any activities by or on behalf of the Organizations under this Agreement other than as provided for in Paragraph I of this Section, provided, however, that nothing in this paragraph indemnifies and holds harmless the Commonwealth and other organizations from and against any costs, damages, liabilities, claims, losses, judgments or expenses, including reasonable attorneys fees, arising in any manner from or as a result of negligent acts or omissions of the Commonwealth, and other organizations or their officers, officials, and employees. Likewise, the Commonwealth shall indemnify and hold harmless the organizations, and the organizations' officers, officials, and employees, from and against any and all costs, damages, liabilities, claims, losses, judgments or expenses, including reasonable attorneys fees, arising in any manner from or as a result of any activities by or on behalf of the Commonwealth under this Agreement other than as provided for in Paragraph I of this Section, provided, however, that nothing in this paragraph indemnifies and holds harmless the organizations from and against any costs, damages, liabilities, claims, losses, judgments or expenses, including reasonable attorneys fees, arising in any manner from or as a result of negligent acts or omissions of the organizations, or the organization's officers, officials, and employees.

N. The Commonwealth and Organizations certify that they will adhere to all federal and state regulations pertaining to the disposition of real property, if any real property is acquired by the Commonwealth or Towns with funds authorized under the NSP2 requirements.

O. This Agreement shall be construed in accordance with and governed by federal law and by the laws of the Commonwealth of Kentucky not inconsistent with federal law. Any litigation arising out of this Agreement shall be brought in courts sitting in Kentucky, with venue in Franklin County.

P. This Agreement shall only be amended by mutual agreement of all parties in writing.

Q. The Commonwealth and Organizations are bound by the terms of this Agreement for the purpose of participating in the NSP2 and mutually agree to cooperate to undertake or to assist in undertaking housing assistance activities for the NSP2, and agree to receive funds as authorized in the Federal Program Regulations. In the event the Consortium qualifies as a Federal HUD Consortium, the parties of this Agreement will consider any additional amendments to the Agreement necessary to apply for funds under the Federal Program Requirements.

R. In accordance with the Act and the Regulations, each individual member of the Consortium certifies that it will direct its activities to the alleviation of housing problems within Kentucky, that it will operate their individual NSP2 activities as defined under the American Recovery and Reinvestment Act, 2009 and will affirmatively further fair housing in accordance with applicable federal and State laws.

Section IV. Execution

A. The Commonwealth and Organizations have signed this Agreement, and all governing boards have duly approved this Agreement and pursuant to such approval and the proper officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth. The terms and provisions of this Agreement are authorized by applicable laws and regulations.

The Commonwealth and the organizations have authorized this Agreement to be duly executed under seal and have set their hands and seals on the day and year specified below.

Department for Local Government

Tony Wilder
Commissioner

ATTEST:

KENTUCKY
Franklin **COUNTY**

This is to certify that on this day personally came before me Tony Wilder, with whom I am personally acquainted, and being by me duly sworn, says that Mary Palmer, is the Notary, and that she the said Tony Wilder is the Commissioner of the Dept for Local Gov't the municipal corporation named within and which executed the foregoing instrument; that she knows the common seal of said corporation.

Witness my hand and notarial seal, this the 15th day of July, 2009.

Notary Public

My Commission expires: 8/25/09

APPENDIX A

No.	Consortium Members
1	City of Covington
2	Kentucky Housing Corporation
3	Newport Millenium Housing Corporation III
4	City of Owensboro
5	City of Greensburg
6	Russell County Fiscal Court
7	City of Ashland
8	The Housing Partnership, Inc.
9	Community Ventures Corporation
10	Pennyrile Area Development District
11	Commonwealth of Kentucky, Department for Local Government

The Commonwealth and the organizations have authorized this Agreement to be duly executed under seal and have set their hands and seals on the day and year specified below.

City of Covington, Kentucky

Denny Bowman

Denny Bowman
Mayor

ATTEST:

Brenda Wood

KENTUCKY
KENTON COUNTY

This is to certify that on this day personally came before me Denny Bowman, with whom I am personally acquainted, and being by me duly sworn, says that Denny Bowman is the Mayor, and that he the said Mayor, is the Mayor of the City of Covington, Kentucky, the municipal corporation named within and which executed the foregoing instrument; that she knows the common seal of said corporation.

Witness my hand and notarial seal, this the 7 day of July, 2009.

Margaret M Leyhan
Notary Public

My Commission expires: 10/02/12

RECEIVED
JUL 09 2009
Office of Federal Grants

The Commonwealth and the organizations have authorized this Agreement to be duly executed under seal and have set their hands and seals on the day and year specified below.

Kentucky Housing Corporation

Richard L. McQuady
Chief Executive Officer

ATTEST:

STATE AT LARGE

KENTUCKY
FRANKLIN COUNTY

This is to certify that on this day personally came before me Richard L. McQuady, with whom I am personally acquainted, and being by me duly sworn, says that he is the Chief Executive Officer of Kentucky Housing Corporation, the municipal corporation named within and which executed the foregoing instrument.

Witness my hand and notarial seal, this the 13th day of July, 2009.

Notary Public

My Commission expires: 7/30/10

The Commonwealth and the organizations have authorized this Agreement to be duly executed under seal and have set their hands and seals on the day and year specified below.

Entity Name

Joseph T. Condit
Executive Authority name
Title President

ATTEST:

_____

KENTUCKY
Campbell **COUNTY**

This is to certify that on this day personally came before me Joseph T. Condit, with whom I am personally acquainted, and being by me duly sworn, says that _____ is the _____, and that she the said Joseph T. Condit, is the PRESIDENT of the Newport Millennium Housing Corp., the municipal corporation named within and which executed the foregoing instrument; that she knows the common seal of said corporation.

Witness my hand and notarial seal, this the 13th day of July, 2009.

Barbara R. Kling
Notary Public

My Commission expires: 10/23/2010

BARBARA R. KLING
NOTARY PUBLIC
State at Large
Kentucky
My Commission Expires Oct. 23, 2010

O. This Agreement shall be construed in accordance with and governed by federal law and by the laws of the Commonwealth of Kentucky not inconsistent with federal law. Any litigation arising out of this Agreement shall be brought in courts sitting in Kentucky, with venue in Franklin County.

P. This Agreement shall only be amended by mutual agreement of all parties in writing.

Q. The Commonwealth and Organizations are bound by the terms of this Agreement for the purpose of participating in the NSP2 and mutually agree to cooperate to undertake or to assist in undertaking housing assistance activities for the NSP2, and agree to receive funds as authorized in the Federal Program Regulations. In the event the Consortium qualifies as a Federal HUD Consortium, the parties of this Agreement will consider any additional amendments to the Agreement necessary to apply for funds under the Federal Program Requirements.

R. In accordance with the Act and the Regulations, each individual member of the Consortium certifies that it will direct its activities to the alleviation of housing problems within Kentucky, that it will operate their individual NSP2 activities as defined under the American Recovery and Reinvestment Act, 2009 and will affirmatively further fair housing in accordance with applicable federal and State laws.

Section IV. Execution

A. The Commonwealth and Organizations have signed this Agreement, and all governing boards have duly approved this Agreement and pursuant to such approval and the proper officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth. The terms and provisions of this Agreement are authorized by applicable laws and regulations.

The Commonwealth and the organizations have authorized this Agreement to be duly executed under seal and have set their hands and seals on the day and year specified below.

City of Owensboro

Ron Payne, Mayor

ATTEST:

Beverly Lovan, City Clerk

STATE OF KENTUCKY
COUNTY OF DAVIESS

This is to certify that on this day personally came before me Ron Payne, with whom I am personally acquainted, and by me duly sworn, says that he is Mayor of the City of Owensboro, the municipal corporation named within and he executed the foregoing instrument.

Witness my hand and notary seal, this the 7th day of July, 2009.

Anna Lois Banks
Notary Public: KY State at Large
My commission expires: 6/21/2012

The Commonwealth and the organizations have authorized this Agreement to be duly executed under seal and have set their hands and seals on the day and year specified below.

City of Greensburg

George C. Cheatham, II
Mayor

ATTEST:

_____

KENTUCKY
Green **COUNTY**

This is to certify that on this day personally came before me George C Cheatham II, with whom I am personally acquainted, and being by me duly sworn, says that George Cheatham is the Mayor, and that she the said _____, is the _____ of the _____, the municipal corporation named within and which executed the foregoing instrument; that she knows the common seal of said corporation.

Witness my hand and notarial seal, this the 9 day of July, 2009.

Kimberly Henderson
Notary Public

My Commission expires: September 4, 2011

The Commonwealth and the organizations have authorized this Agreement to be duly executed under seal and have set their hands and seals on the day and year specified below.

Entity Name

Mickey Garner

Mickey Garner
Russell County Judge-Executive

ATTEST:

Jean A. Wilson

KENTUCKY
At-Large **COUNTY**

This is to certify that on this day personally came before me Mickey Garner, with whom I am personally acquainted, and being by me duly sworn, says that Mickey Garner is the Judge-Executive of Russell County, and that he, the said Mickey Garner, is the Judge-Executive of the Russell County, the County Fiscal Court named within and which executed the foregoing instrument; that he knows the common seal of said corporation.

Witness my hand and notarial seal, this the 8 day of July, 2009.

Leanne Adams
Notary Public

My Commission expires: 2-15-11

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JUL 09 2009
Office of Federal Grants

The Commonwealth and the organizations have authorized this Agreement to be duly executed under seal and have set their hands and seals on the day and year specified below.

City of Ashland

Thomas E. Kelley

Thomas E. Kelley
Mayor

ATTEST:

Deborah Musser

KENTUCKY
Boyd **COUNTY**

On this, the day 9th of July, 2009, before me a notary public, the undersigned officer, personally appeared Thomas E. Kelley Mayor – City of Ashland, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Deborah Musser
Notary Public

My Commission expires: 9/28/2010

The Commonwealth and the organizations have authorized this Agreement to be duly executed under seal and have set their hands and seals on the day and year specified below.

Entity Name

F. Lynn Luallen
Executive Authority name
Title President

ATTEST:

_____

KENTUCKY
Jefferson **COUNTY**

This is to certify that on this day personally came before me F. Lynn Luallen, with whom I am personally acquainted, and being by me duly sworn, says that he is the President, ~~and that she the said _____, is the _____ of the _____, the~~ municipal corporation named within and which executed the foregoing instrument; that she knows the common seal of said corporation.

Witness my hand and notarial seal, this the 9th day of July, 2009.

Linda C. Holland
Notary Public

Notary Public, State at Large, KY
My Commission expires: My commission expires Aug. 7, 2010

The Commonwealth and the organizations have authorized this Agreement to be duly executed under seal and have set their hands and seals on the day and year specified below.

Community Ventures Corporation

Kevin Smith
~~Executive Director~~
President /CEO

ATTEST:

_____

KENTUCKY
Fayette COUNTY

This is to certify that on this day personally came before me Kevin Smith, with whom I am personally acquainted, and being by me duly sworn, says that Kevin Smith is the President/CEO ~~and that she the said~~ _____, is the _____ of the Community Ventures Corp., the ~~municipal corporation~~ named within and which executed the foregoing instrument; that she knows the common seal of said corporation.

Witness my hand and notarial seal, this the 13th day of July, 2009.

Notary Public

My Commission expires: 1/28/2010

The Commonwealth and the organizations have authorized this Agreement to be duly executed under seal and have set their hands and seals on the day and year specified below.

Entity Name

Executive Authority name
Title

ATTEST:

KENTUCKY
_____ COUNTY

This is to certify that on this day personally came before me Dan Bozarth, with whom I am personally acquainted, and being by me duly sworn, says that _____ is the _____, and that she the said _____, is the Exec Dir of the PeADD, the municipal corporation named within and which executed the foregoing instrument; that she knows the common seal of said corporation.

Witness my hand and notarial seal, this the 7 day of July, 2009.

Melody Goodwin
Notary Public

My Commission expires: 6-16-2012

MELODY GOODWIN NOTARY PUBLIC STATE AT LARGE KY My Commission Expires 6/16/2012

RECEIVED
JUL 09 2009
Office of Federal Grants

Kentucky NSP2 Consortium
ID# 424285668

THE COURIER-JOURNAL INC.

STATE OF KENTUCKY
County of Jefferson

Affidavit of Publication

I, Margie Wise of **THE COURIER-JOURNAL, Inc.,** clerk of **THE COURIER JOURNAL** general circulation printed and published at Louisville, Kentucky, do solemnly swear that from my own personal knowledge, and reference to the files of said publication, the advertisement of:

Title: Legal Notice Total Lines: 76

Run Date(s): 7-1-2009 Total Inches: 2 X 7.41

Margie Wise
Signature of person making proof

Subscribed and sworn to before me this 6th day of July, 2009.

Janice Capris Richardson
/ Notary/ My Commission expires

JANICE C. RICHARDSON
NOTARY
JUNE 14, 2010
PUBLIC
STATE AT LARGE, KENTUCKY

RECEIVED
JUL 30 2009
Office of Federal Grants

LEGAL NOTICE OF FILING OF NEIGHBORHOOD STABILIZATION PROGRAM 2 APPLICATION

The Office of Federal Grants, Department for Local Government (DLG) wish to encourage citizens to participate in the development of the Commonwealth of Kentucky's Neighborhood Stabilization Program 2 Application, under the guidance and regulations of the 2009 American Recovery and Reinvestment Act. DLG is providing the opportunity for citizens to comment on the NSP2 application, which will be submitted to the U.S. Department of Housing and Urban Development (HUD) on or about July 14, 2009. The NSP 2 application made available will provide the target geographical regions, the amount of NSP2 funds being requested, and the use of those funds.

Member of the public, especially persons of low to moderate income are invited to attend an NSP2 application public hearing to be held at 10:00 a.m. on Thursday, July, 9, 2009 at the Department for Local Government Offices. In addition, members of the public, especially persons of low to moderate income, are invited to review the draft plan prior to its submission, from Thursday, July 2, 2009 thru Monday, July 13, 2009, also in person during normal business hours of 8:00 a.m. to 4:30 p.m. EST Monday thru Friday, at the Department for Local Government 1024 Capital Center Drive Suite 340, Frankfort, Kentucky 40601. The draft plan will also be available on the DLG website (http://www.dlg.ky.gov/grants/federal/Neighborhood+Stabilization+Program+II.htm).

Written comments are invited from Thursday, July 2, 2009 thru Monday, July 13, 2009 close-of-business at the following address:

NSP2 Application
Office of Federal Grants
Department for Local Government
1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601

Additional information may also be obtained from Anne Chaney by email Anne.Chaney@ky.gov or by phone 1-800-346-5606.

The Commonwealth of Kentucky does not discriminate on the basis of race, color, national origin, sex, age, religion or disability, and provides upon request reasonable accommodation, including auxiliary aids and services, to afford an individual with a disability an equal opportunity to participate in all services, programs and activities. The TDD number for the hearing impaired is 1/800-648-6056.

19975852

77-08CI09750; 1014 Goss Ave; Amt to be rsd-$87,105.55; Dep $4,000
78-08CI11236; 6508 Lucerne Ave; Amt to be rsd-$60,111.42; Dep $3,000
80-08CI11640; 6000 Rocky Mountain Dr; Amt to be rsd-$84,215.62; Dep $4,000
81-08CI06597; 2004 Fandango Ct; Amt to be rsd-$458,261.72; Dep $10,000
82-08CI08444; 3832 Darlene Dr; Amt to be rsd-$76,968.45; Dep $4,000
83-08CI05452; 7307 Dunkirk Ln; Amt to be rsd-$84,206.80; Dep $4,000
84-08CI06497; 14903 Galston Blvd; Amt to be rsd-$115,740.10; Dep $5,000
85-08CI08705; 4206 Silvercreek Rd; Amt to be rsd-$174,037.11; Dep $6,500
86-08CI07086; 6601 Leven Ct; Amt to be rsd-$218,931.23; Dep $7,500
87-08CI11848; 8126 Lake Terrace G5; Amt to be rsd-$78,614.39; Dep $4,000
88-05CI03339/cw 06CI06551; 33 College Ct Unit E-9; Amt to be rsd-$61,946.48; Dep $3,500
89-06CI07452; 4701 Fairway Pointe Ct; Amt to be rsd-$209,354.45; Dep $7,500
90-07CI09320; 6501 Hunters Creek Blvd; Amt to be rsd-$118,575.53; Dep $5,000
91-08CI06978; 11001 Shady Hollow Dr; Amt to be rsd-$125,849.90; Dep $5,500
92-08CI08667; 7013 Royal Links Dr; Amt to be rsd-$135,684.53; Dep $5,500
93-08CI09759; 1763 W Hill St; Amt to be rsd-$76,178.58; Dep $4,000
94-08CI12680; 2709 W Main St; Amt to be rsd-$125,539.53; Dep $5,500
95-08CI10441; 4411 Stoneham Pl; Amt to be rsd-$151,481.21; Dep $6,000
96-08CI10321; 11600 Owl Creek Ln; Amt to be rsd-$1;041,386.18; Dep $10,000
97-08CI02394; 8609 Running Fox Cir; Amt to be rsd-$143,721.30; Dep $5,500
98-08CI07871; 11497 Brookley Dr; Amt to be rsd-$131,285.99; Dep $5,500
99-08CI11285; 1731 Saint Louis Ave; Amt to be rsd-$55,859.86; Dep $3,000
100-07CI11770; 9909 Stonestreet Rd; Amt to be rsd-$118,121.21; Dep $5,000
101-07CI10045; 6010 Woodhaven Place Cir; Amt to be rsd-$99,245.43; Dep $4,500
102-08CI12421; 1145 Euclid Ave; Amt to be rsd-$70,209.29; Dep $3,500
103-08CI10899; 3802 Britt Ln; Amt to be rsd-$84,049.20; Dep $4,000
104-08CI11679; 5005 Maryman Rd; Amt to be rsd-$57,971.86; Dep $3,000
105-08CI11807; 7809 Axtell Ave; Amt to be rsd-$55,994.51; Dep $3,000
107-08CI11923; 7211 Black Mountain Dr; Amt to be rsd-$111,799.83; Dep $5,000
108-08CI09814; 4709 Cofer Ave; Amt to be rsd-$59,265.11; Dep $3,000
109-07CI06741; 3311 Stony Brook; Amt to be rsd-$114,482.91; Dep $5,000
110-08CI10867; 2311 Elmhurst Ave; Amt to be rsd-$47,513.14; Dep $3,000
111-08CI12462; 2427 Maple St; Amt to be rsd-$47,166.47; Dep $3,000
112-08CI09557;1351 Dixie Hwy; Amt to be rsd-$60,097.49; Dep $3,000
114-08CI12143; 4110 Pirate Ln; Amt to be rsd-$114,999.27; Dep $5,000
115-08CI12314; 4007 Lentz Ave; Amt to be rsd-$86,587.64; Dep $4,000
116-08CI03210; 632 S 27th St; Amt to be rsd-$90,117.01; Dep $4,000
117-08CI11091; 4304 Accomack Dr; Amt to be rsd-$176,171.70; Dep $6,500
118-08CI09460; 12121 Bay Run Dr; Amt to be rsd-$164,908.46; Dep $6,000
119-07CI11979; 2733 Montana Ave; Amt to be rsd-$73,607.01; Dep $3,500
120-08CI05166; 2829 Garfield Ave; Amt to be rsd-$20,979.90; Dep $1,500
121-08CI08937; 10610 Pinoak View Dr; Amt to be rsd-$182,777.94; Dep $6,500
122-08CI07345; 9316 Pine Lake Dr Unit 101; Amt to be rsd-$140,258.07; Dep $5,500
123-08CI10788; 9800 Whipps Mill Rd; Amt to be rsd-$76,989.78; Dep $4,000
124-08CI09562; 530 West St Catherine St; Amt to be rsd-$289,716.98; Dep $9,500
126-08CI11249; 3336 Penway Ave; Amt to be rsd-$71,639.63; Dep $3,500
128-08CI05272; 7510 Newton Dr; Amt to be rsd-$187,850.98; Dep $7,000
129-08CI11638; 418 Marquette Dr; Amt to be rsd-$141,312.47; Dep $5,500
130-08CI11155; 1828 Burwell Ave; Amt to be rsd-$64,522.29; Dep $3,500
131-08CI08655; 6612 Rockview Wy; Amt to be rsd-$212,039.62; Dep $7,500
132-08CI08988; 4214 Miami Ave; Amt to be rsd-$63,264.51; Dep $3,500
133-08CI09194; 2609 Algonquin Pkwy; Amt to be rsd-$70,059.77; Dep $3,500
134-08CI12136; 10804 Golden Dr; Amt to be rsd-$70,497.73; Dep $3,500
135-08CI11173; 1720 Sutherland Dr; Amt to be rsd-$172,069.19; Dep $6,500
138-08CI12415; 7810 Donegal Dr; Amt to be rsd-$151,300.30; Dep $6,000
139-08CI10864; 1621 S 28th St; Amt to be rsd-$53,438.09; Dep $3,000
140-08CI12786; 3906 Autumn Falls Ct; Amt to be rsd-$121,357.43; Dep $5,500
141-08CI10451; 1814 Bonnycastle Ave; Amt to be rsd-$97,869.21; Dep $4,000
142-07CI07662; 4164 Lasalle Ave; Amt to be rsd-$96,971.56; Dep $4,500
143-08CI07051; 5001 Ferrer Wy; Amt to be rsd-$163,440.26; Dep $6,000
144-07CI04533; 1731 Cloverbrook Dr; Amt to be rsd-$58,303.70; Dep $3,000
145-08CI10604; 642 Lynn St; Amt to be rsd-$7,570.15; Dep $1,000
146-08CI07545; 3211 Donald Dr; Amt to be rsd-$63,287.62; Dep $3,500
147-08CI07076; 1712 Glenview Pl; Amt to be rsd-$65,898.90; Dep $3,500
149-08CI12494; 7800 Mackie Ln; Amt to be rsd-$136,478.02; Dep $5,500
151-08CI06933; 4013 Grandview Ave; Amt to be rsd-$56,022.80; Dep $3,000

Kentucky NSP2 Consortium
ID# 424285668

The Courier-Journal | courier-journal.com

DOG, small female Terrier. Very loving. Loves to be held. or free to loving home 502-538-9470

Found Beagle Mix Found June 27th near Charlie Vettiner park in J-town. Very sweet. Please call 502-594-3890

Found Black Dog Found small black dog in Highview area on Thursday. Please call 969-2162 and speak to Chad

FOUND CAT Solid black with white on chest and green eyes. Found near Seneca Park. Call 502-338-0725.

DOG, adult male Shih Tzu, black & white. Friendly, Child's pet. Lost on 6-29 eve. Bluelick area. Reward. 802-1080

DOG, female Beagle, Lost in West End June 24, 2009. Black & white w/tan head, just had puppies (they are 2 wks old). REWARD. 776-2126

DOG, male, white. Found Bardstown Rd./Alfresco Place. Looks like a Lab mix, huge, very friendly. Call to identify. (502) 541-3477.

Don't want it? Advertise it! 582-2622

LEGAL NOTICE OF FILING OF NEIGHBORHOOD STABILIZATION PROGRAM 2 APPLICATION

The Office of Federal Grants, Department for Local Government (DLG) wish to encourage citizens to participate in the development of the Commonwealth of Kentucky's Neighborhood Stabilization Program 2 Application, under the guidance and regulations of the 2009 American Recovery and Reinvestment Act. DLG is providing the opportunity for citizens to comment on the NSP2 application, which will be submitted to the U.S. Department of Housing and Urban Development (HUD) on or about July 14, 2009. The NSP 2 application made available will provide the target geographical regions, the amount of NSP2 funds being requested, and the use of those funds.

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NSP2 Application
Office of Federal Grants
Department for Local Government
1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601

Additional information may also be obtained from Anne Chaney by email Anne.Chaney@ky.gov or by phone 1-800-346-5606.

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13975652

Kentucky NSP2 Consortium
ID# 424285668

STATE OF KENTUCKY
COUNTY OF FAYETTE

Before me, a Notary Public, and for said County and State, this 30th day of June, 2009 came ***Jonelle Sidebotham***

Personally known to me, who, being duly sworn, states as follows:

That she is ***Account Executive*** of ***Lexington Herald-Leader***, and that said publication date of July 1, 2009 carried the advertising of Office of the Governor occupying the following space 1 X 12.35 inches.

ACCOUNT EXECUTIVE
By Jonelle K Sidebotham

(SEAL)

Ella R. Brooks
Notary Public

RECEIVED
JUL 08 2009
Office of Federal Grants

Kentucky NSP2 Consortium
ID# 424285668

GET RESULTS

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LEGAL NOTICE OF FILING OF NEIGHBORHOOD STABILIZATION PROGRAM 2 APPLICATION

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NSP2 Application
Office of Federal Grants
Department for Local Government
1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601

Additional information may also be obtained from Anne Chaney by email Anne.Chaney@ky.gov or by phone 1-800-346-5606.
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tify me in writing.
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LEGAL NOTICE

Jay's Auto Recycling, 5277 Hwy 455, Sparta, Ky. 859-643-0877 is seeking to obtain title to a 2008, Toyota, Vin # JTKDE167380262919 Owner, Tresters Auto Parts, 995 Hwy. 28, Milford, OH 45150. You have 14 days from the last publication date of this legal notice to notify me in writing.
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In addition, from time to time we make certain changes in the services we offer in order to better serve our customers. The following service additions are planned: HGTV HD.

For up-to-date listings of our packages and channels, visit our website at www.timewarnercable.com.
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floor of 9:00 A.M. at the Fayette Circuit Court Lobby, 120 North Limestone, Lexington, Kentucky 40507, expose to public sale:

A 2005 Thoroughbred Colt by DEVIL'S BAG out of G'NITE SWEETHEART by STOP THE MUSIC

and will proceed to sell said Thoroughbred Horse to satisfy said Judgment and all costs thereon, to the highest and best bidder. Terms are for cash at time of sale.

Kathy H. Witt,
Sheriff
Fayette County
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William Jacobs and against Kevin Lynn, Case # 08-CI-4814, I will on the 8th day of July, 2009 at the hour of 9:00 AM, at the Fayette Circuit Court Lobby, 120 North Limestone, Lexington, Kentucky 40507, expose to public sale:

A 2005 Thoroughbred Colt, by DEVIL'S BAG out of G'NITE SWEETHEART by STOP THE MUSIC

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Kentucky NSP2 Consortium
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Kentucky NSP2 Consortium Public Comment Addendum
7/13/09

No additional public comment to the proposed Kentucky NSP2 Consortium application to HUD was received directly by the Department for Local Government; however, Community Ventures Corporation was contacted by Earl Jeffries, Chair of the Holmes Street/Thornhill Neighborhood Association, 366 Owenton Avenue, Frankfort KY 40601
502-875-1631.

Mr. Jeffries walked in at CVC Frankfort office location at approximately 1:30 p.m. on July 7, 2009, to ask questions about CVC's notice to apply for NSP2 funding – CVC and some other Kentucky NSP2 Consortium members included public notification of the proposed application on their respective websites. Staff at CVC's Frankfort office called Maria Hendrichs and placed Mr. Jeffries on the phone with her

Questions:
Mr. Jeffries: Where are the properties CVC will develop?
Maria: Properties have not been identified as of yet. Maria explained the funding process, and that upon funding commitment, CVC will begin housing search process. Maria did explain that CVC will target census tracts 0702 and 0706 in Franklin County NSP2 funds. Maria informed Mr. Jeffries that his neighborhoods were included in the 0702 census tract.

Mr. Jeffries invited CVC to attend his neighborhood association meeting on September 8th to talk to members to introduce CVC and the NSP program, and to solicit input from the community. The meeting will be held at 7:00 p.m. at the Thornhill Learning Center.

The neighborhood association meets the 2nd Tuesday of every other month @ the Thornhill Learning Center @ 7:00.

DLG – NSP Prog. Mgr.

Kentucky Neighborhood Stabilization Program II Consortium

Public Hearing Minutes, July 9, 2009, 10:00 a.m.

A public hearing regarding the Kentucky NSP2 Consortium's Neighborhood Stabilization Program II was held on Thursday, July 9, 2009, 10:00 a.m., at the Department for Local Government office in Frankfort, Kentucky. The hearing was advertised in the state's two daily newspapers (the *Lexington Herald-Leader* and Louisville's *Courier-Journal*), which together cover all 120 Kentucky counties. An attendance list is attached.

The meeting was called to order by Anne Chaney, NSP Program Manager, who distributed the attached handout and list of proposed Census tracts for NSP2 investment. She thanked everyone for their attendance and interest in the Kentucky NSP2 Consortium application, and invited those present to comment on the existing proposal, as well as to recommend additional partners, development efforts and strategies to stabilize neighborhoods affected by foreclosures. She explained that the application due date is July 17, however, it must be received and date stamp documentation by the courier no later than July 15, 2009. She encouraged those present to provide comment at any time, but no later than the close of business on Monday, July 13, 2009.\

She explained that NSP2 is authorized under the American Reinvestment and Recovery Act of 2009, which is different from the NSP1 funds authorized under HERA, and that there are some programmatic differences. Both sources of NSP financing, she said, are intended to stabilize neighborhoods that have suffered disproportionately from the negative affects of foreclosed, abandoned and vacant housing. She explained that for NSP, "abandoned" requires that tax or mortgage foreclosure proceedings have been initiated, no payments made, and the home must be vacant for 90+ days. She said there had been confusion among applicants for NSP1 funds who proposed to work on abandoned properties that did not meet the NSP definition, and were therefore ineligible under the 25% set-aside and for investment via the NSP Eligible Use B, although some could be addressed under Eligible Use E.

She also quickly reviewed issues that prevented applicants from being funded for NSP1, including proposals that were requesting gap financing for existing low income housing tax credit projects; none of the submitted LIHTC projects were addressing foreclosed or abandoned housing, nor were they part of a larger neighborhood revitalization and stabilization strategy in which the applicant or another agency was addressing foreclosed/abandoned housing. She explained that the intent of NSP is to return foreclosed and abandoned housing to occupancy through either homeownership or rental activity. The program aims to reconnect destabilized neighborhoods with their communities and economy, social networks, and essentially return them to full functionality. An over-arching intent is to stabilize property values so that nearby homeowners do not also lose value in their homes by falling home values and loss of equity.

In response to a question from Mr. Tom Carew of the Federation of Appalachian Housing Enterprises, she explained that NSP2 funds must first and foremost rapidly arrest decline. This is further emphasized by the HUD requirement that all NSP2 funds be expended within three years. Because program income must be spent before drawing additional grant funds, this means all

program income received within the three years, in addition to NSP2 grant amounts, must be fully expended within 36 months. She recommended that agencies considering participation in the Kentucky NSP2 Consortium carefully balance availability of foreclosed housing against their production capacity so that they do not accidentally over-reach in their funding proposals.

In response to a question from Ms. Maria Hendrichs of Community Ventures Corporation, Ms. Chaney explained that for housing to be eligible under the low-income set-aside, the underlying property must be either foreclosed or abandoned, and after development must provide rental or homeownership housing for households with incomes at or below 50% of area median.

The amount of the proposed application will be approximately $55 million. The Kentucky NSP2 Consortium includes:

- The City of Covington for the northern Kentucky HOME consortium, which is comprised of Kenton, Campbell, Pendleton, Grant, Gallatin and Boone counties and the cities therein;
- Newport Millennium Housing Corporation III, serving the City of Newport;
- The City of Owensboro
- The City of Greensburg
- The City of Ashland
- The Russell County Fiscal Court
- The Housing Partnership, Inc., of Louisville, which will serve Louisville/Jefferson County, Bullitt County, and Hardin County. Activities in Louisville/Jefferson County are being coordinated with Louisville Metro and the Louisville Housing Authority, which are separately applying for funding for the Smoketown neighborhood. Activities in Hardin County will primarily address destabilized neighborhoods proximate to Ft. Knox Army base.
- Community Ventures Corporation of Lexington, which will redevelop distressed neighborhoods in or adjacent to the cities of Frankfort (Franklin County), Georgetown (Scott County) and Lexington (Fayette County);
- Pennyrile Area Development District, which will redevelop distressed neighborhoods in Caldwell, Christian, Trigg and Hopkins counties, including neighborhoods in communities next to Ft. Campbell military base;
- Currently, the cities of Covington and Ashland, as well as Hardin and Russell Counties, are included in the application. In addition, every eligible census tract within the state may participate in the program, if funded, through the Kentucky Housing Corporation. The cities of Louisville, Paducah, and Henderson are not participating in the state's application.
- The Commonwealth of Kentucky, Governor's Office for Local Development, which is the lead entity for the Kentucky NSP2 Consortium and currently administers approximately $27 million in CDBG funds, $7 million in CDBG-R, and $37.4 million in NSP1 funding.
- Kentucky Housing Corporation, the state's housing finance agency, which will offer a down payment/closing cost/principal reduction program in counties with destabilized neighborhoods (those with risk scores of 18 or higher for either foreclosure or foreclosures with vacancy). KHC is the state's participating jurisdiction for the HOME program and also administers ESG, HOPWA and SHP Continuum of Care funds for the balance of state.

Ms. Chaney explained that in late 2007, Kentucky ranked fourth in the nation in foreclosure volume and that it was on the forefront of the foreclosure "wave". Due to the large numbers of foreclosures in 2007 and 2008, the state's number of foreclosures has decreased and many other

states currently have more severe foreclosure volume. However, there are still tens of thousands of foreclosure filings, and at least 16,000 foreclosure sales are expected to be referred to the master commissioners, based on Kentucky Administrative Office of the Courts data. She said the Kentucky NSP2 Consortium has reviewed actual incidence of foreclosure by county against HUD data, and is recommending the Kentucky's NSP2 application focus primarily in the metropolitan and micropolitan statistical areas, on specific neighborhoods that have suffered destabilization due to high foreclosures and vacancies. She noted a list of Census tracts was included in the handout and that additional tracts could be added if other high-need areas are identified, however, the average of the higher of the foreclosure or vacancy store for the overall application must be at or above 18.

She explained that Kentucky will be competing against other applications throughout the nation which have much higher foreclosure rates. There is a possibility that, if funded, the grant award could be reduced from the $55 million requested. By December 9, 2009, HUD will determine which applications have scored 115 of 150 points (or higher) and will request Consortium members' funding agreements. That will not assure funding; final announcements should be made in February 2010.

Ms. Chaney asked if there were any comments or questions regarding the proposed application. There were no further questions or comments and the meeting was adjourned at approximately 10:40 a.m.

Anne Chaney

Kentucky NSP2 Consortium Application
Citizen Participation and Comment

The Commonwealth of Kentucky, through the Governor's Office, Department for Local Government (DLG), will submit an application for approximately $65,000,000 to the United States Department of Housing and Urban Development (HUD) by July 17, 2009, for funding under the Neighborhood Stabilization Program-2 (NSP2). The primary purpose of NSP2 is to stabilize neighborhoods whose viability has been and continues to be damaged by the economic effects of properties that have been foreclosed upon and abandoned. DLG serves as the lead entity for the Kentucky NSP2 Consortium, a collaborative group of local governments and nonprofit housing providers, and is encouraging citizen participation and comment on the application for NSP2 funding.

Members of the public (especially persons of low to moderate income) are invited review and comment on the proposed application, either in writing or through participation in the Kentucky NSP2 Consortium public hearing, which will be held at 10 a.m. on Thursday, July, 9, 2009 at the Department for Local Government Offices. **Citizens are invited to review the draft application from Thursday, July 2, 2009 through Monday, July 13, 2009. The application is summarized below, including the purpose of funds, uses of funds, and geographic areas to be targeted.** Copies of the application are available upon request and may also be reviewed in person during normal business hours of 8 a.m. to 4:30 p.m. EST Monday thru Friday, at the Department for Local Government 1024 Capital Center Drive Suite 340, Frankfort, Kentucky 40601. Written comments may be directed to "NSP2 Application" at the same address. Additional information may also be obtained from Anne Chaney by email **Anne.Chaney@ky.gov** or by phone 1-800-346-5606.

The Commonwealth of Kentucky does not discriminate on the basis of race, color, national origin, sex, age, religion or disability, and provides upon request reasonable accommodation, including auxiliary aids and services, to afford an individual with a disability an equal opportunity to participate in all services, programs and activities. The TDD number for the hearing impaired is 1/800-648-6056.

PURPOSE OF FUNDS

NSP2 is authorized under the American Reinvestment and Recovery Act of 2009. On May 4, HUD issued its NOFA for the second round of NSP program funding, through which states, local governments, non-profits and consortia of non-profit entities will compete for up to $1.93 billion of NSP2 funds to carry out neighborhood stabilization programs to combat the effects of home foreclosures. DLG is collaborating with local governments and other housing partners throughout the state (the Kentucky NSP2 Consortium) and will apply for approximately $65,000,000 in NSP2 funds. A complete listing of Census tracts which are included in the application (and within which NSP2 funds will be used) is included at the end of this notice.

Core program principles include:

- **Targeting and reconnecting neighborhoods.** Funds will be invested in programs and projects that revitalize targeted neighborhoods and reconnect them with the economy, housing market, and social networks of the community and area as a whole.
- **Rapidly arrest decline.** Funds will support NSP2 uses and activities that rapidly arrest the decline of a targeted neighborhood(s) that has been negatively affected by abandoned or foreclosed properties.

- **Provide permanent housing to households with incomes below 50% of area median.** No less than 25% of the funds received through NSP2 will be used for the acquisition and redevelopment of abandoned and/or foreclosed-upon homes and residential properties. These homes will be made available through rental or homeownership to individuals and families whose incomes do not exceed 50% of the area median income, as defined by HUD.
- **Coordinate planning and resources.** The Consortium's NSP2 program will integrate neighborhood stabilization programs with other federal policy priorities and investments, including energy conservation and efficiency, sustainable and transit-oriented development, integrated metropolitan area-wide planning and coordination, improvements in public education, and access to healthcare.
- **Ensure longest feasible continued affordability.** NSP2 funds will be invested in affordable housing that will remain desirable and affordable for the longest feasible period. It will support projects that optimize economic activity and the number of jobs created or retained or that will provide other long-term economic benefits.
- **Leverage resources and remove destabilizing influences.** Funds will support neighborhood stabilization programs with other firmly committed resources. They will eliminate destabilizing influences, such as blighted homes, that can prevent programs from producing results.

The Consortium will set aggressive, but achievable, goals for outputs and outcomes and ensure accountability for all programs, keep citizens actively informed, and provide all required NSP and Recovery Act reporting elements. The NSP2 funds will be provided and administered similar to HUD's Community Development Block Grant (entitlement) program. Distinctive characteristics include the objectives of the HCD Act, financial accountability, local citizen participation and information, recipient selection of activities within broad federal policy parameters, and income targeting of beneficiaries were retained.

ELIGIBLE USES OF FUNDS
NSP2 funds may be used to:

(A) Establish financing mechanisms for purchase and redevelopment of foreclosed upon homes and residential properties, including such mechanisms as soft-seconds, loan loss reserves, and shared-equity loans for low- and moderate- income homebuyers;
(B) Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties;
(C) Establish land banks for homes that have been foreclosed upon;
(D) Demolish blighted structures; and
(E) Redevelop demolished or vacant properties.

Not less than 25 percent of the funds will be used for the purchase and redevelopment of abandoned or foreclosed upon homes or residential properties that will be used to house individuals or families whose incomes do not exceed 50 percent of area median income.

The Kentucky NSP2 Consortium proposes to request and utilize NSP2 funds as follows:

Eligible Use A	Eligible Use B	Eligible Use C	Eligible Use D	Eligible Use E	Administrative (shared by all agencies)	Total
$14,500,000	$37,014,000	$0	$550,000	$8,014,636	$5,507,864	$65,586,500
# properties	# properties	# properties	# properties	# properties	# properties	# properties
700	582	0	35	111	n/a	1,428

Kentucky NSP2 Consortium
ID# 424285668

Consortium members include, but are not limited to Russell County, Boone County, Kenton County, Campbell County, Gallatin County, Grant County, Pendleton County; the cities of Ashland, Covington, Bromley, Ludlow, Newport, Bellevue, Dayton, Owensboro, and Greensburg; Kentucky Housing Corporation; Newport Millennium Housing Corporation; the Housing Authority of Henderson; The Housing Partnership, Inc.; Community Ventures Corporation; Pennyrile Area Development District; and the Department for Local Government (lead entity).

GEOGRAPHIC AREAS TO BE TARGETED

The Kentucky NSP2 Consortium is focusing on highly-impacted Census tracts throughout the state that have been negatively affected by housing foreclosures, abandonment and vacancy. The list of Census tracts below encompasses the current program structure but is subject to change based upon citizen input on individual program designs.

Tract number	County name	HUD foreclosure score	HUD vacancy score	Higher of two
21001970100	Adair County	18	18	18
21001970200	Adair County	10	18	18
21001970300	Adair County	16	18	18
21001970400	Adair County	16	19	19
21001970500	Adair County	15	19	19
21001970600	Adair County	16	19	19
21003980400	Allen County	17	18	18
21003980600	Allen County	19	19	19
21007950200	Ballard County	13	19	19
21009950200	Barren County	15	18	18
21009950900	Barren County	14	18	18
21011970300	Bath County	19	1	19
21013960100	Bell County	18	18	18
21013960200	Bell County	14	18	18
21013960400	Bell County	18	18	18
21013960600	Bell County	16	18	18
21013961000	Bell County	18	18	18
21015070306	Boone County	18	3	18
21015070402	Boone County	17	11	17
21015070501	Boone County	19	6	19
21015070603	Boone County	18	14	18
21017030100	Bourbon County	15	18	18
21019030300	Boyd County	10	18	18
21019031300	Boyd County	14	19	19
21021990300	Boyle County	13	19	19
21025980500	Breathitt County	18	18	18
21025980700	Breathitt County	18	14	18
21027960100	Breckinridge County	13	18	18
21029020100	Bullitt County	18	11	18

21029020500	Bullitt County	17	9	17
21029020600	Bullitt County	19	15	19
21029021100	Bullitt County	18	14	18
21031990100	Butler County	16	19	19
21031990200	Butler County	14	20	20
21031990300	Butler County	15	19	19
21031990400	Butler County	12	18	18
21031990500	Butler County	18	19	19
21033980100	Caldwell County	15	20	20
21033980200	Caldwell County	15	18	18
21037050200	Campbell County	14	17	17
21037050400	Campbell County	10	19	19
21037050500	Campbell County	15	20	20
21037050600	Campbell County	15	19	19
21037051101	Campbell County	14	19	19
21037051102	Campbell County	14	19	19
21037051200	Campbell County	15	19	19
21037051300	Campbell County	13	14	14
21037052100	Campbell County	10	17	17
21037052200	Campbell County	10	15	15
21037052302	Campbell County	10	15	15
21037052500	Campbell County	13	18	18
21037053000	Campbell County	13	13	13
21045950200	Casey County	13	18	18
21045950300	Casey County	14	18	18
21045950400	Casey County	15	18	18
21045950500	Casey County	15	19	19
21047200100	Christian County	15	19	19
21047200300	Christian County	18	20	20
21047200400	Christian County	17	19	19
21047200800	Christian County	15	18	18
21047201000	Christian County	13	19	19
21047201300	Christian County	18	15	18
21049020104	Clark County	17	18	18
21051950100	Clay County	18	18	18
21051950200	Clay County	18	17	18
21051950300	Clay County	17	18	18
21051950600	Clay County	19	13	19
21055990100	Crittenden County	15	18	18
21055990200	Crittenden County	13	19	19
21055990400	Crittenden County	13	18	18
21057950100	Cumberland County	14	18	18
21057950200	Cumberland County	14	18	18
21059000100	Daviess County	14	17	17
21059000200	Daviess County	14	18	18
21059000300	Daviess County	10	19	19
21059000400	Daviess County	12	17	17
21059000500	Daviess County	14	19	19
21061980200	Edmonson County	16	19	19

21061980400	Edmonson County	14	18	18
21063980100	Elliott County	20	20	20
21063980200	Elliott County	20	1	20
21067000300	Fayette County	13	19	19
21067003700	Fayette County	18	5	18
21071980800	Floyd County	18	18	18
21071980900	Floyd County	18	18	18
21073070200	Franklin County	16	20	20
21073070600	Franklin County	15	18	18
21075980100	Fulton County	12	19	19
21075980200	Fulton County	16	20	20
21077960100	Gallatin County	16	16	16
21081980100	Grant County	16	14	16
21081980200	Grant County	17	12	17
21081980300	Grant County	18	15	18
21081980400	Grant County	15	17	17
21083020300	Graves County	15	18	18
21085950100	Grayson County	14	18	18
21085950200	Grayson County	16	19	19
21085950300	Grayson County	15	18	18
21085950500	Grayson County	13	18	18
21085950600	Grayson County	16	20	20
21085950700	Grayson County	13	19	19
21087990100	Green County	17	19	19
21087990200	Green County	16	19	19
21087990300	Green County	16	19	19
21087990400	Green County	14	19	19
21091990300	Hancock County	12	18	18
21093000100	Hardin County	18	20	20
21093000700	Hardin County	14	20	20
21093000901	Hardin County	18	15	18
21093001600	Hardin County	18	17	18
21095970100	Harlan County	17	17	17
21095970200	Harlan County	18	20	20
21095970800	Harlan County	15	19	19
21097950100	Harrison County	18	16	18
21099970100	Hart County	17	20	20
21099970200	Hart County	15	18	18
21099970300	Hart County	14	19	19
21099970400	Hart County	14	18	18
21099970500	Hart County	15	19	19
21101020200	Henderson County	15	19	19
21101020300	Henderson County	14	19	19
21101020400	Henderson County	14	19	19
21101020500	Henderson County	14	18	18
21101020900	Henderson County	17	18	18
21103090200	Henry County	11	18	18
21105970100	Hickman County	11	18	18
21107970300	Hopkins County	18	17	18

21107970400	Hopkins County	13	19	19
21107970500	Hopkins County	15	18	18
21107970900	Hopkins County	17	20	20
21107971000	Hopkins County	16	18	18
21107971100	Hopkins County	17	19	19
21107971300	Hopkins County	14	19	19
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21111000700	Jefferson County	18	20	20
21111000800	Jefferson County	18	20	20
21111000900	Jefferson County	17	20	20
21111001000	Jefferson County	19	20	20
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21111001200	Jefferson County	18	20	20
21111001500	Jefferson County	18	20	20
21111001600	Jefferson County	18	20	20
21111001700	Jefferson County	18	20	20
21111001800	Jefferson County	17	20	20
21111002100	Jefferson County	17	20	20
21111002300	Jefferson County	18	20	20
21111002400	Jefferson County	18	20	20
21111002700	Jefferson County	18	20	20
21111002800	Jefferson County	18	20	20
21111003700	Jefferson County	15	19	19
21111004500	Jefferson County	13	18	18
21111006200	Jefferson County	16	20	20
21111006500	Jefferson County	14	20	20
21111006600	Jefferson County	12	19	19
21111009104	Jefferson County	18	13	18
21111011101	Jefferson County	18	12	18
21111011106	Jefferson County	17	18	18
21111011302	Jefferson County	19	17	19
21111011405	Jefferson County	18	12	18
21111011704	Jefferson County	18	13	18
21111011705	Jefferson County	18	10	18
21111011901	Jefferson County	17	17	17
21111011905	Jefferson County	18	11	18
21111012104	Jefferson County	16	18	18
21111012106	Jefferson County	18	15	18
21111012107	Jefferson County	16	18	18
21111012405	Jefferson County	19	12	19
21111012503	Jefferson County	16	17	17
21111012601	Jefferson County	19	14	19
21111012604	Jefferson County	18	15	18
21111012701	Jefferson County	17	20	20
21111012702	Jefferson County	16	17	17
21111012703	Jefferson County	18	14	18

21111012801	Jefferson County	18	18	18
21111012802	Jefferson County	18	18	18
21115960400	Johnson County	12	18	18
21117060300	Kenton County	16	20	20
21117060700	Kenton County	16	20	20
21117060900	Kenton County	16	20	20
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21117065501	Kenton County	16	10	16
21117065600	Kenton County	17	17	17
21117065700	Kenton County	12	16	16
21117066800	Kenton County	18	12	18
21117066900	Kenton County	15	18	18
21117067100	Kenton County	18	20	20
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21119960200	Knott County	20	20	20
21119960300	Knott County	20	20	20
21119960400	Knott County	20	20	20
21119960500	Knott County	20	20	20
21121990200	Knox County	18	18	18
21121990300	Knox County	14	19	19
21123960100	Larue County	18	18	18
21123960200	Larue County	16	18	18
21123960300	Larue County	16	19	19
21125970200	Laurel County	14	18	18
21129950300	Lee County	19	19	19
21131980100	Leslie County	18	18	18
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21133950200	Letcher County	19	19	19
21133950300	Letcher County	20	20	20
21133950400	Letcher County	19	12	19
21133950500	Letcher County	19	19	19
21133950600	Letcher County	19	19	19

21139040100	Livingston County	13	19	19
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21141960300	Logan County	15	18	18
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21157950600	Marshall County	12	18	18
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21161960300	Mason County	11	19	19
21145030100	McCracken County	18	19	19
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21167960400	Mercer County	16	18	18
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21171990300	Monroe County	17	18	18
21171990400	Monroe County	15	19	19
21173980200	Montgomery County	19	18	19
21173980300	Montgomery County	19	16	19
21173980400	Montgomery County	18	1	18
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21175950100	Morgan County	18	1	18
21177960100	Muhlenberg County	18	18	18
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21191990300	Pendleton County	15	15	15
21197970100	Powell County	18	1	18
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21199990100	Pulaski County	17	20	20
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21199990600	Pulaski County	18	18	18
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21217980100	Taylor County	14	19	19
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21221970100	Trigg County	11	19	19
21221970200	Trigg County	15	19	19
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21231980600	Wayne County	18	18	18
21233960300	Webster County	15	18	18
21233960400	Webster County	17	19	19
21235980100	Whitley County	15	18	18
21235980200	Whitley County	14	18	18
21237990100	Wolfe County	18	1	18
21237990300	Wolfe County	19	1	19
			AVERAGE	**18.45**

SIGN-IN SHEET
KENTUCKY NSP2 CONSORTIUM PUBLIC HEARING
SOLICITATION OF CITIZEN COMMENT AND PARTICIPATION
10 A.M. THURSDAY, JULY 9, 2009

NAME	AGENCY	ADDRESS	EMAIL	PHONE
Maria Hendrichs	CVC	1450 N Broadway	mhendrichs@cvcky.org	(859) 231-0054
Tom Carew	FAHE	390 N. Wilson Morehead	tcarew@fahe.org	606 669 0053
STACIA PEYTON	DLG	Frankfort		(502) 573-2382
Cathy Figlestahler	DLG			
Lynn Littrell	DLG			

Kentucky's Department for Local Government - Neighborhood Stabilization Program II - Windows Internet Explorer

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ID# 424285668

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DEPARTMENT FOR LOCAL GOVERNMENT
COMMONWEALTH OF KENTUCKY

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DLG » Grants » Office of Federal Grants » Neighborhood Stabilization Program II

- Office of the Commissioner
- Financial Management and Administration
- Grants
  - Office of Federal Grants
  - Kentucky Small Cities Community Development Block Grant Program
  - Delta Regional Authority
  - Land & Water Conservation Fund
  - Recreational Trails Program
  - Appalachian Regional Commission
  - Neighborhood Stabilization Program
  - Neighborhood Stabilization Program II
  - State Flood Control Matching Grant Program
  - Office of State Grants

Neighborhood Stabilization Program II

Kentucky NSP2 Consortium Application Citizen Participation and Comment

The Commonwealth of Kentucky, through the Governor's Office, Department for Local Government (DLG), will submit an application for approximately $65,000,000 to the United States Department of Housing and Urban Development (HUD) by July 17, 2009, for funding under the Neighborhood Stabilization Program-2 (NSP2). The primary purpose of NSP2 is to stabilize neighborhoods whose viability has been and continues to be damaged by the economic effects of properties that have been foreclosed upon and abandoned. DLG serves as the lead entity for the Kentucky NSP2 Consortium, a collaborative group of local governments and nonprofit housing providers, and is encouraging citizen participation and comment on the application for NSP2 funding.

Members of the public (especially persons of low to moderate income) are invited review and comment on the proposed application, either in writing or through participation in the Kentucky NSP2 Consortium public hearing, which will be held at 10 a.m. on Thursday, July, 9, 2009 at the Department for Local Government Offices. **Citizens are invited to review the draft application from Thursday, July 2, 2009 through Monday, July 13, 2009.** For a summary of the application, For a summary of the application, Click here

Copies of the application are available upon request and may also be reviewed in person during normal business hours of 8 a.m. to 4:30 p.m. EST Monday thru Friday, at the Department for Local Government 1024 Capital Center Drive Suite 340, Frankfort, Kentucky 40601. Written comments may be directed to "NSP2 Application" at the same address. Additional information may also be obtained from Anne Chaney by email

Internet 100%

Kentucky NSP2 Consortium
ID# 424285668

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

O

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☑ **or an Update Report** ☐

1. Applicant/Recipient Name, Address, and Phone (include area code):	2. Social Security Number or Employer ID Number:
Department for Local Government, 1024 Capital Center Drive, Suite 340, Frankfort, Kentucky 40601	610-60-0439
3. HUD Program Name	4. Amount of HUD Assistance Requested/Received
Neighborhood Stabilization Program 2	

5. State the name and location (street address, City and State) of the project or activity:
Commonwealth of Kentucky

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).
☑ **Yes** ☐ **No**

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of $200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9
☑ **Yes** ☐ **No.**

If you answered "**No**" to either question 1 or 2, **Stop**! You do not need to complete the remainder of this form. ***However***, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(**Note**: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)
See Attachment			

(**Note**: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.
I certify that this information is true and complete.

Signature:	Date: (mm/dd/yyyy)
X	7-15-09

No.	Consortium Members	Executive Officer	Employer ID	Type of Participation	Financial Interest
1	City of Covington	Bowman, Denny	61-6001804	Consortium Member	$20,002,500.00
2	Kentucky Housing Corporation	McQuady, Richard	61-0864674	Consortium Member	$1,575,000.00
3	Newport Millenium Housing Corporation III	Condit, Joe	31-1694618	Consortium Member	$1,627,500.00
4	City of Owensboro	Payne, Ron	61-6001888	Consortium Member	$262,500.00
5	City of Greensburg	Cheatham, George	61-6001832	Consortium Member	$500,000.00
6	Russell County Fiscal Court	Garner, Mickey	61-0939320	Consortium Member	$1,380,368.00
7	City of Ashland	Kelley, Thomas	61-6001775	Consortium Member	$525,000.00
8	The Housing Partnership, Inc.	Luellen, Lynn	61-1154315	Consortium Member	$21,525,000.00
9	Community Ventures Corporation	Smith, Kevin	31-1064807	Consortium Member	$4,725,000.00
10	Pennyrile Area Development District	Bozarth, Dan	31-1148265	Consortium Member	$2,100,000.00
11	Commonwealth of Kentucky, Department for Local Government	Wilder, Tony	61-0600439	Lead Member	$2,582,041.00

State and Unit of Local Government Certifications

Each NSP2 **state or** unit of **local government** applicant will submit the following certifications:

1. Affirmatively furthering fair housing. The applicant certifies that it will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

2. Anti-displacement and relocation plan. The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan.

3. Anti-lobbying. The applicant must submit a certification with regard to compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

4. Authority of applicant. The applicant certifies that it possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.

5. Acquisition and relocation. The applicant certifies that it will comply with the acquisition and 88 relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the notice for the NSP2 program published by HUD.

6. Section 3. The applicant certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

7. Citizen participation. The applicant certifies that it is carrying out citizen participation in accordance with NSP2 requirements.

8. Use of funds. The jurisdiction certifies that it will comply with Title III of Division B of the Housing and Economic Recovery Act of 2008, as modified by the American Reinvestment and Recovery Act by spending 50 percent of its grant funds within 2 years, and spending 100 percent within 3 years, of receipt of the grant.

9. The applicant certifies:

a. that all of the NSP2 funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income; and

b. The applicant will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to 89 properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.

10. Excessive force. The applicant, if an applicable governmental entity, certifies that it has adopted and is enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

b. A policy of enforcing applicable state and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

11. Compliance with anti-discrimination laws. The applicant certifies that the NSP grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

12. Compliance with lead-based paint procedures. The applicant certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

13. Compliance with laws. The applicant certifies that it will comply with applicable laws.

Authorized Representative:

Tony Wilder, Commissioner
Department for Local Government