Kentucky Housing Corporation
Leading the way home...

Kentucky NSP2 Consortium
ID# 424285668

July 10, 2009

The Honorable Denny Bowman
Mayor, City of Covington
638 Madison Avenue
Covington, KY 41011

Dear Mayor Bowman:

Kentucky Housing Corporation is pleased to confirm its commitment of $1.5 million in interim construction financing to the City of Covington, for use with activities undertaken by the City through the Kentucky NSP2 Consortium. It is expressly understood that this financing commitment is contingent upon the Kentucky NSP2 Consortium's receipt of NSP2 funding, including funds to be administered by the Kentucky Department for Local Government (lead entity for the Kentucky NSP2 Consortium) and allocated to the City of Covington via funding agreement.

The funds committed herein are non-federal in nature; this commitment is valid through June 30, 2010, and may be renewed in original or revised form as agreed by both parties.

The undersigned is duly authorized to execute this firm commitment of funds.

Should you have questions or require additional information, please contact me at (502) 564-7630, extension 218, or via e-mail at rmcquady@kyhousing.org.

Sincerely,

Richard L. McQuady
Chief Executive Officer

RM

RECEIVED
JUL 1 0 2009
Office of Federal Grants

Kentucky NSP2 Consortium
ID# 424285668

**Community Ventures Corporation**

**Officers**

John P. Watz
*Chair*

Marilynn Payson
*Vice Chair*

Fred Mitchell
*Secretary*

David Hall
*Treasurer*

Kevin R. Smith
*President & CEO*

**Directors**

Nick Katko
John Chowning
Jesse Crenshaw
Rochelle Davis
Dennis Dorton
Arnold Gaither
Garry Throckmorton
Arthur Salomon
Mary Bledsoe

July 13, 2009

Ms. Anne Chaney, NSP Program Manager
Office of Federal Grants
Kentucky Department for Local Government
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601

RE: Leverage for CVC NSP2 Application

Dear Ms. Chaney,

As CVC's lines of business include community development, economic development and affordable housing development, we operate with multiple lines of credit from several financial institutions for more than a dozen separate programs. As such, our lines of credit provide a pool of interim development capital and typically are not tied to specific projects or funding commitments. These lines of credit currently total approximately $4,000,000 from multiple lenders.

Via this letter, CVC commits a total of $3.3 million in non-federal interim construction financing for NSP2 activities it undertakes through the Kentucky NSP2 Consortium. This commitment is contingent upon the Kentucky NSP2's receipt of funding approval from the U.S. Department of Housing and Urban Development.

Please note that CVC also makes business loans with non-federal capital as part of our microlending, small business lending and economic development capital; CVC can also commit to providing business loans to qualifying firms that are located within the targeted NSP2 geography.

Should you have any questions, please don't hesitate to call.

Sincerely,

Kevin Smith by acm

Kevin Smith
President/CEO

Cc: FAHE Consulting

1450 North Broadway, Lexington, KY 40505 (859) 231-0054 Fax (859) 231-0261 Toll Free (800) 299-0267
429 South 2nd Street, Louisville, KY 40202 (502) 566-6076 Fax (502) 566-6078
107 West Broadway, Campbellsville, KY 42718 (270) 849-2323 Fax (270) 465-0607
1990 Barrett Court, P.O. Box 674, Henderson, KY 42419 (270) 826-7196 Fax (270) 827-2969
135 West Shelby Street, Falmouth, KY 41040 (859) 654-6555
TDD (800) 648-6056 TTY (800) 648-6057 Voice

NeighborWorks CHARTERED MEMBER

This institution is an Equal Opportunity Lender

# Pennyrile Area Development District

a regional planning and development agency

300 Hammond Drive, Hopkinsville, KY 42240 voice (270) 886-9484 fax (270) 886-3211

www.peadd.org email peadd@peadd.org


Kentucky NSP2 Consortium
ID# 424285668

July 10, 2009

Department for Local Government
Division of Federal Grants
1024 Capital Center Drive
Suite 340
Frankfort, KY 40601-8204

To Whom It May Concern:

The Pennyrile Housing Corporation has applied for funding under the NSP2 program for the purchase and rehabilitation of foreclosed and abandoned housing units in Caldwell, Christian, Hopkins and Trigg Counties. The Pennyrile Housing Corporation is committed to providing interim construction financing in the amount of $2,400,000 as leverage for the purchase and rehabilitation of those units contingent upon the receipt of NSP2 funding.

Should you have any questions or need additional documentation, please feel free to contact our Housing Department at 270-886-9484.

Sincerely,

Chris Sutton

FOR Dan Bozarth, Executive Director
Pennyrile Area Development District

Kentucky NSP2 Consortium
ID# 424285668

Habitat for Humanity®

*Help build it!*

July 10, 2009

Habitat for Humanity of Metro Louisville, Inc.
Attention: Robert D. Locke, Executive Director
2777 S. Floyd Street
Louisville, KY 40209

**RE: Allocation of Firm Commitments of Softwood Lumber funding in Support of NSP2 Application**

Dear Robert:

Habitat for Humanity International, Inc. (HFHI) is pleased to confirm its firm commitment of reimbursement for softwood lumber usage in support of your application for Neighborhood Stabilization Program 2 (NSP2) funding under the American Recovery and Reinvestment Act of 2009. This letter should be made a part of your NSP2 funding application, pursuant to the Department of Housing and Urban Development's Notice of Fund Availability, Docket No. FR-5321-N-01, dated May 4, 2009, and specifically in support of the Rating Factor 4a - Leverage section of your application. This firm commitment is made pursuant to your existing participation in HFHI's Softwood Lumber Program.

HFHI's funds for the Softwood Lumber Program were received by HFHI in 2006 as the result of a trade dispute between the United States and Canada.

This commitment is valid through July 2011.

We hereby confirm HFHI's commitment to your NSP2 application for up to 10 housing units (valued at $5,200 per unit), for a total in-kind contribution commitment of up to $52,000.00.

The undersigned is duly authorized to execute this allocation of firm commitments.

HABITAT FOR HUMANITY INTERNATIONAL, INC.

By: _____
Name: Mark Crozet
Title: Senior Vice President - Development

RECEIVED
JUL 14 2009
Office of Federal Grants

Habitat for Humanity®

*Help build it!*

July 10, 2009

Habitat for Humanity of Metro Louisville, Inc.
Attention: Robert D. Locke, Executive Director
2777 S. Floyd Street
Louisville, KY 40209

**RE: Allocation of Firm Commitments of In-Kind Contributions in Support of NSP2 Application**

Dear Robert:

Habitat for Humanity International, Inc. (HFHI) is pleased to confirm your allocation of firm commitments of private source, in-kind contributions from our corporate sponsors in support of your application for Neighborhood Stabilization Program 2 (NSP2) funding under the American Recovery and Reinvestment Act of 2009. This letter, together with the attached letters of firm commitment from the corporate sponsors, should be made a part of your NSP2 funding application, pursuant to the Department of Housing and Urban Development's Notice of Fund Availability, Docket No. FR-5321-N-01, dated May 4, 2009, and specifically in support of the Rating Factor 4a - Leverage section of your application.

The attached letters provide firm commitments of in-kind contributions totaling $4,803 per housing unit from the following sponsors:

Hunter Douglas
Schneider Electric
The Dow Chemical Company
Valspar Corporation
Yale Residential Security Products, Inc.
Whirlpool Corporation

We hereby confirm HFHI's allocation of these commitments to your NSP2 application for up to 20 housing units, for a total in-kind contribution commitment of up to $96,060.00.

The undersigned is duly authorized to execute this allocation of firm commitments.

HABITAT FOR HUMANITY INTERNATIONAL, INC.

By: _____
Name: Mark Crozet
Title: Senior Vice President - Development

Attachments (6)

*June 17, 2009*

Habitat for Humanity International, Inc.
Attention: Mr. Mark Crozet, Senior Vice President
270 Peachtree Street NW, Suite 1300
Atlanta, GA 30303-1263

**RE: Firm Commitment of In-Kind Contributions in Support of NSP2 Applications**

Dear Mark:

Hunter Douglas is pleased to provide this letter of firm commitment to Habitat for Humanity International, Inc. (HFHI) in support of multiple applications by HFHI and certain of its State Support Organizations (SSOs) and affiliates for Neighborhood Stabilization Program 2 (NSP2) funding under the American Recovery and Reinvestment Act of 2009.

We hereby confirm to you our firm commitment to provide private source, in-kind contributions of window coverings for up to 2,000 housing units, at a value of $300 per housing unit, for a total contribution value of up to $600,000, in support of the housing rehabilitation and redevelopment activities specified in your various NSP2 funding applications. This firm commitment is made pursuant to our existing sponsorship agreement with you.

We understand that this letter of firm commitment will be made a part of your and your SSOs' and affiliates' NSP2 funding applications, pursuant to the Department of Housing and Urban Development's Notice of Fund Availability, Docket No. FR-5321-N-01, dated May 4, 2009, and specifically in support of the Rating Factor 4a - Leverage section of those applications. We further understand and agree that HFHI will allocate this firm commitment among HFHI's and its several SSOs' and affiliates' applications as it deems appropriate.

The undersigned is duly authorized to execute this letter of commitment.

HUNTER DOUGLAS

BY: Anne B. Mathews

TITLE: Vice President – Corporate Marketing

Schneider Electric

June 25, 2009

Habitat for Humanity International, Inc.
Attention: Mr. Mark Crozet, Senior Vice President
270 Peachtree Street NW, Suite 1300
Atlanta, GA 30303-1263

**RE: Firm Commitment of In-Kind Contributions in Support of NSP2 Applications**

Dear Mark:

Schneider Electric is pleased to provide this letter of firm commitment to Habitat for Humanity International, Inc. (HFHI) in support of multiple applications by HFHI and certain of its State Support Organizations (SSOs) and affiliates for Neighborhood Stabilization Program 2 (NSP2) funding under the American Recovery and Reinvestment Act of 2009.

We hereby confirm to you our firm commitment to provide private source, in-kind contributions of Square D® residential electrical equipment for up to 2,000 housing units over three years, at a value of $605 per housing unit, for a total contribution value of up to $1,210,000, in support of the housing rehabilitation and redevelopment activities specified in your various NSP2 funding applications. This firm commitment is made pursuant to our existing sponsorship agreement with you.

We understand that this letter of firm commitment will be made a part of your and your SSOs' and affiliates' NSP2 funding applications, pursuant to the Department of Housing and Urban Development's Notice of Fund Availability, Docket No. FR-5321-N-01, dated May 4, 2009, and specifically in support of the Rating Factor 4a - Leverage section of those applications. We further understand and agree that HFHI will allocate this firm commitment among HFHI's and its several SSOs' and affiliates' applications as it deems appropriate.

The undersigned is duly authorized to execute this letter of commitment.

SCHNEIDER ELECTRIC

BY: _____

TITLE: _____

Schneider Electric
1415 S. Roselle Road
Palatine, Illinois 60067-7399
Tel: (847) 397-2600 Fax: (847) 925-7500
www.us.schneider-electric.com

The Dow Chemical Company
Midland, Michigan 48674
USA

June 30, 2009

Habitat for Humanity International, Inc.
Attention: Mr. Mark Crozet, Senior Vice President
270 Peachtree Street NW, Suite 1300
Atlanta, GA 30303-1263

**RE: Firm Commitment of In-Kind Contributions in Support of NSP2 Applications**

Dear Mark:

The Dow Chemical Company is pleased to provide this letter of firm commitment to Habitat for Humanity International, Inc. (HFHI) in support of multiple applications by HFHI and certain of its State Support Organizations (SSOs) and affiliates for Neighborhood Stabilization Program 2 (NSP2) funding under the American Recovery and Reinvestment Act of 2009.

We hereby confirm to you our firm commitment to provide private source, in-kind contributions of Dow Building Solutions Division Product donations available to Habitat under our Gift in Kind (GIK) program. These products include Dow's full range of insulation products, (including but not limited to, house wraps, spray foam sealants for closing cavities/cracks and sealing air leaks, and other STYROFOAM™ insulation products) for up to 2,000 housing units, at an estimated value of $2,100 per housing unit, for a total contribution value of up to $4,200,000, in support of the housing rehabilitation and redevelopment activities specified in your various NSP2 funding applications. This firm commitment is made pursuant to our existing sponsorship agreement with you. In ordering these products for above program, we will follow the current standard fulfillment Dow approved order process used for new house construction for all U.S. Habitat affiliate organizations.

We understand that this letter of firm commitment will be made a part of your and your SSOs' and affiliates' NSP2 funding applications, pursuant to the Department of Housing and Urban Development's Notice of Fund Availability, Docket No. FR-5321-N-01, dated May 4, 2009, and specifically in support of the Rating Factor 4a - Leverage section of those applications. We further understand and agree that HFHI will allocate this firm commitment among HFHI's and its several SSOs' and affiliates' applications as it deems appropriate.

The undersigned is duly authorized to execute this letter of commitment.

THE DOW CHEMICAL COMPANY

BY: Robert N. Miller

Robert N. Miller

TITLE: Global Director, Corporate Citizenship

valspar

Michael I. Dougherty
Vice President, Communications

PO Box 1461
Minneapolis, MN 55440

T 612.851.7802
F 612.486.7981

June 17, 2009

Habitat for Humanity International, Inc.
Attention: Mr. Mark Crozet, Senior Vice President
270 Peachtree Street NW, Suite 1300
Atlanta, GA 30303-1263

**RE: Firm Commitment of In-Kind Contributions in Support of NSP2 Applications**

Dear Mark:

The Valspar Corporation is pleased to provide this letter of firm commitment to Habitat for Humanity International, Inc. (HFHI) in support of multiple applications by HFHI and certain of its State Support Organizations (SSOs) and affiliates for Neighborhood Stabilization Program 2 (NSP2) funding under the American Recovery and Reinvestment Act of 2009.

We hereby confirm to you our firm commitment to provide private source, in-kind contributions of paint for up to 2,000 housing units, at a value of $425 per housing unit, for a total contribution value of up to $850,000, in support of the housing rehabilitation and redevelopment activities specified in your various NSP2 funding applications. This firm commitment is made pursuant to our existing sponsorship agreement with you.

We understand that this letter of firm commitment will be made a part of your and your SSOs' and affiliates' NSP2 funding applications, pursuant to the Department of Housing and Urban Development's Notice of Fund Availability, Docket No. FR-5321-N-01, dated May 4, 2009, and specifically in support of the Rating Factor 4a - Leverage section of those applications. We further understand and agree that HFHI will allocate this firm commitment among HFHI's and its several SSOs' and affiliates' applications as it deems appropriate.

The undersigned is duly authorized to execute this letter of commitment.

THE VALSPAR CORPORATION

BY: M. DOUGHERTY

TITLE: VICE PRESIDENT, COMMUNICATIONS

Yale

June 29, 2009

Habitat for Humanity International, Inc.
Attention: Mr. Mark Crozet, Senior Vice President
270 Peachtree Street NW
Suite 1300
Atlanta, GA 30303-1263

**RE: Firm Commitment of In-Kind Contributions in Support of NSP2 Applications**

Dear Mark:

Yale Security Inc. through its division Yale Residential is pleased to provide this letter of firm commitment to Habitat for Humanity International, Inc. (HFHI) in support of multiple applications by HFHI and certain of its State Support Organizations (SSOs) and affiliates for Neighborhood Stabilization Program 2 (NSP2) funding under the American Recovery and Reinvestment Act of 2009.

We hereby confirm to you our firm commitment to provide private source, in-kind contributions of entry door locks and interior locksets for up to 2,000 housing units, at a value of $120 per housing unit, for a total contribution value of up to $240,000, in support of the housing rehabilitation and redevelopment activities specified in your various NSP2 funding applications. This firm commitment is made pursuant to our existing sponsorship agreement with you.

We understand that this letter of firm commitment will be made a part of your and your SSOs' and affiliates' NSP2 funding applications, pursuant to the Department of Housing and Urban Development's Notice of Fund Availability, Docket No. FR-5321-N-01, dated May 4, 2009, and specifically in support of the Rating Factor 4a - Leverage section of those applications. We further understand and agree that HFHI will allocate this firm commitment among HFHI's and its several SSOs' and affiliates' applications as it deems appropriate.

The undersigned is duly authorized to execute this letter of commitment.

YALE SECURITY, INC.

BY: Marna Wilbanks

TITLE: Director, Corporate Communications & PR

**Yale Commercial Locks and Hardware**
100 Yale Avenue • Lenoir City, TN 37771-3226 USA
Tel (865) 986-7511 • Fax (865) 986-8630 • www.yalecommercial.com

Whirlpool CORPORATION

ADMINISTRATIVE CENTER • BENTON HARBOR, MICHIGAN 49022

JEFFREY NOEL
CORPORATE VICE PRESIDENT
COMMUNICATIONS AND PUBLIC AFFAIRS

*June 25, 2009*

Habitat for Humanity International, Inc.
Attention: Mr. Mark Crozet, Senior Vice President
270 Peachtree Street NW, Suite 1300
Atlanta, GA 30303-1263

**RE: Firm Commitment of In-Kind Contributions in Support of NSP2 Applications**

Dear Mark:

Whirlpool Corporation is pleased to provide this letter of firm commitment to Habitat for Humanity International, Inc. (HFHI) in support of multiple applications by HFHI and certain of Its State Support Organizations (SSOs) and affiliates for Neighborhood Stabilization Program 2 (NSP2) funding under the American Recovery and Reinvestment Act of 2009.

We hereby confirm to you our firm commitment to provide private source, in-kind contributions of ranges and Energy Star®-qualified refrigerators for up to 2,000 housing units, at a value of $1,253 per housing unit, for a total contribution value of up to $2,506,000, in support of the housing rehabilitation and redevelopment activities specified in your various NSP2 funding applications. This firm commitment is made pursuant to our existing sponsorship agreement with you.

We understand that this letter of firm commitment will be made a part of your and your SSOs' and affiliates' NSP2 funding applications, pursuant to the Department of Housing and Urban Development's Notice of Fund Availability, Docket No. FR-5321-N-01, dated May 4, 2009, and specifically in support of the Rating Factor 4a - Leverage section of those applications. We further understand and agree that HFHI will allocate this firm commitment among HFHI's and its several SSOs' and affiliates' applications as it deems appropriate.

The undersigned is duly authorized to execute this letter of commitment.

WHIRLPOOL CORPORATION

BY: _____

TITLE: VP

Bank of Jamestown

P.O. Box 6
Jamestown, Ky. 42629
Phone 270-343-3186
Fax 270-343-3445

Kentucky NSP2 Consortium
ID# 424285668

June 29, 2009

Mr. Mickey Garner
Russell County Judge-Executive
P O Box 397
Jamestown, KY 42629

Re: Russell County Neighborhood Stabilization Program (NSP) Project

Dear Judge Garner:

Bank of Jamestown commits, to the Russell County Fiscal Court, interim financing in the amount of $265,500.00 for the Russell County NSP1-PI/NSP2 proposed project. The local commitment is contingent upon the County receiving NSP funding through the Governor's Department for Local Government. The commitment is further contingent upon the financing amount being secured by all properties involved in the project application and all proceeds from the sale of any of the properties being paid on the outstanding balance of the financing until paid in full. Terms of the financing will be 12 months at 5% interest with option to negotiate extensions as needed.

We look forward to partnering with you in this worthwhile project.

Sincerely,

Don J. Cooper

Don J. Cooper
Executive Vice President/CEO

Kentucky NSP2 Consortium
ID# 424285668

PBI
BANK

June 12, 2009

George C. Cheatham, II
Mayor
City of Greensburg
110 West Court Street
Greensburg, KY 42743

Dear Mayor Cheatham:

We are pleased to partner with the City of Greensburg to ensure vacant and dilapidated/blighted houses are demolished and rebuilt for low- and very-low income families to have safe, sanitary and affordable housing and improve the property tax base for the community. To assist with the success of the City's housing redevelopment project for the 2009 Neighborhood Stabilization Program 2, PBI Bank will issue a line of credit up to $500,000 for interim financing contingent upon the NSP II funding and receipt of required documentation. PBI Bank will offer affordable fixed interest rates and permanent financing to qualified buyers of the City's redeveloped properties.

We look forward to this economic development opportunity for the City of Greensburg. If we can be of further assistance, feel to contact me at 270-932-4281.

Sincerely,

Jim Perkins
Community President

P.O. BOX 137 202 NORTH MAIN STREET GREENSBURG, KY 42743
TELEPHONE: 270 932 4281 FAX 270 932 4283

Kentucky NSP2 Consortium
ID# 424285668

National Community
Stabilization Trust

1325 G Street, NW, Suite 800 • Washington, DC 20005-3100 • p (202) 220-2300 • f (202) 376-2600

July 10, 2009

Ms. Lynn Travis-Littrell
Executive Director
Commonwealth of Kentucky
Department for Local Government
1024 Capital Center Drive
Frankfort, KY 40601

Dear Lynn Travis-Littrell,

The National Community Stabilization Trust (the "Stabilization Trust") is a joint venture of Enterprise Community Partners, Housing Partnership Network, Local Initiatives Support Corporation (LISC), National Council of La Raza, NeighborWorks America, and the National Urban League (collectively, the "Sponsors"). The Stabilization Trust is a specialty lender designed to aggregate capital from private financial institutions, governmental sources, philanthropic sources and social investors to provide financing products in targeted localities that will facilitate the acquisition and redevelopment of REO across the nation. The Stabilization Trust is working with capital providers and will apply to HUD for an allocation of NSP2 funds to establish and capitalize the Stabilization Trust's proposed financing products.

The Department for Local Government, Commonwealth of Kentucky's proposed activities generally include eligible activities under the Neighborhood Stabilization Program including the acquisition, rehabilitation and redevelopment of foreclosed or abandoned property and other strategic/underutilized properties. The Stabilization Trust has discussed with the Department for Local Government, Commonwealth of Kentucky your interest in obtaining a Revolving Line of Credit financing facility of $21,200,000. Financing from the Stabilization Trust will be made available via its leveraged private capital and available philanthropic monies. The Stabilization Trust offerings will be further enhanced to the extent NSP funds are made available.

It is the Stabilization Trust's intention to provide a Revolving Line of Credit to the Department for Local Government, Commonwealth of Kentucky. The Stabilization Trust's financing commitment will be subject to final NSP2 funding approval, documentation, and due diligence.

We look forward to working with you on this important program.

Sincerely,

Craig L. Nickerson

Craig Nickerson
President
National Community Stabilization Trust

THE NATIONAL
DEVELOPMENT
COUNCIL™

July 10, 2009

Kentucky NSP2 Consortium
ID# 424285668

Mr. Aaron Wolfe-Bertling, Executive Director
Housing Authority of Covington
2300 Madison Avenue
Covington, KY 41014

RE: NSP2 Application – Leveraged Funds

Dear Mr. Wolfe-Bertling:

The National Development Council (NDC) has partnered with the City of Covington and the Housing Authority of Covington in several ways in recent years to leverage private equity and small business lending to the benefit of your community development goals. In support of your application for NSP2 funding, NDC is committed to:

1) Provide small business financing pursuant to our agreement for the management and operation of the Grow Covington Small Business Loan Fund. The Loan Fund has previously made $400,000 in loans and is currently working to bring well-structured, affordable financing to a small business in your NSP target neighborhoods in the amount of $875,000. This loan, guaranteed through the Small Business Administration's 7(a) program, will leverages the City of Covington's commitment to the Loan Fund of an additional $87,500 by 10:1.

2) NDC's Corporate Equity Fund (CEF) is an investment fund that specializes in providing equity for multi-family housing utilizing the Low Income Housing Tax Credit and Historic Rehabilitation Tax Credit programs. In December 2008, CEF was able to bring $3.7 million in private equity to HAC's East Side Revitalization II project when traditional sources of LIHTC and historic tax credit equity utilized for your projects were unavailable. CEF looks forward to assisting the City with up to $4 million in additional equity investments, conditioned on NDC underwriting and investor conditions, to support NSP2 projects targeted at Covington's low and moderate income residents.

Please let me know if you have any questions regarding this letter of commitment. I can be reached at (513) 300-0886 or by email at tjackson@nationaldevelopmentcouncil.org.

Sincerely,

Thomas M. Jackson
Director

Training Division
927 Dudley Road
Edgewood, KY 41017
TEL (859) 578-4850 FAX (859) 578-4860

New York Office
708 Third Avenue, Suite 710
New York, NY 10017
TEL (212) 682-1106 FAX (212) 573-6118

www.nationaldevelopmentcouncil.org

**BB&T**

**Branch Banking & Trust Co.**

VINE STREET
PRIVATE FINANCIAL SERVICES
COMMERCIAL LOANS

360 Vine Street
Lexington, KY 40507-1514
(859) 281-2120
Fax (859) 231-8694

Kentucky NSP2 Consortium
ID# 424285668

July 6, 2009

Maria Hendrichs
Executive Vice President for Program Development
Community Ventures Corporation
1450 N. Broadway
Lexington, KY 40505-3162

Re: BB&T Line of Credit

Dear Maria:

It is with pleasure that I announce BB&T's approval of a $1.5 million line of credit for Community Ventures Corporation effective June 24, 2009 and maturing December 31, 2010.

The purpose of the line of credit is to assist Community Ventures in its acquisition, construction and improvement of single family residences in Kentucky.

Thank you for the opportunity to continue our banking relationship and best wishes for your continued success.

Sincerely,

Becky Millay

Becky Millay
Vice President
859-281-2141

Member FDIC
An Equal Housing Lender

Citizens Union Bank

P.O. Box 189
1854 Midland Trail
Shelbyville, KY 40066
Phone (502) 633-4450
Fax (502) 633-0032
Toll Free (866) 633-4450
www.cubbank.com

July 6, 2009

Kentucky NSP2 Consortium
ID# 424285668

Mr. Mike Hynes
Housing Partnership, Inc.
321 Guthrie Green
Louisville, KY 40202

RE: Neighborhood Stabilization Program No. 2

Dear Mr. Hynes:

Citizens Union Bank is pleased to inform you of our intent to provide construction/bridge financing in the amount of $10,000,000 for Housing Partnership, Inc.'s project for the purchase and rehabilitation of foreclosed homes located in Jefferson County, KY.

Citizens Union Bank's approval of the financing is contingent upon the Bank's loan committee approval and the Bank's credit underwriting process. Prior to the Bank's final approval, the following documents and/or information must be provided and accepted by Citizens Union Bank.

1. Appraisal performed by an independent approved appraiser, selected by Citizens Union Bank.
2. Phase 1 Environmental Assessment.
3. Construction budget, plans and specifications.
4. Evidence of site control of the specific building locations.
5. A current financial statement and the two must recent tax returns of the developer, general partner and all guarantors.

Citizens Union Bank has reviewed the same application being submitted to the Department of Local Government for the $20,000,000 in Neighborhood Stabilization Funds included in this project.

Should you have any additional questions concerning the information contained in this letter, please give me a call at 502 633-4450.

Sincerely,

CITIZENS UNION BANK

Billie W. Wade

Billie W. Wade
CEO

BWW/wr

SERVING YOU SINCE
1888

Newport Millennium HOUSING CORPORATION

July 13, 2009

Ms. Anne Chaney
NSP Program Manager
Office of Federal Grants
Department for Local Government
Office of the Governor
1024 Capital Center Drive
Frankfort, KY 40601

Re: Newport Millennium Housing Corporation

Dear Ms. Chaney:

This letter is to confirm that Newport Millennium Housing Corporation currently has approximately $299,000 funds available. These funds are available through a line of credit with U.S. Bank. Our contact person at U.S. Bank is Nadine Liggett, Vice President, Commercial Real Estate/Community Development, 425 Walnut Street, 10th Floor, Cincinnati, Ohio 45202.

If you should need any further documentation, please let me know.

Sincerely
Newport Millennium Housing Corporation III

Joe Condit

Joseph T. Condit, President

RECEIVED
JUL 14 2009
Office of Federal Grants

*P.O. Box 72459, 30 East 8th Street, Newport, KY 41072*
*859-581-2533 (Voice) 859-581-3181 (TDD)*

center for great neighborhoods

July 13, 2009

To Whom It May Concern,

The Center for Great Neighborhoods of Covington pledges the following resources as a match to Covington's NSP 2 application.

- $250,000 in subsidies from the Federal Home Loan Bank's Affordable Housing Program.
- $500,000 line of credit from Local Initiatives Support Corporation for new construction activities in Austinburg.
- $75,000 in recoverable grants from Local Initiatives Support Corporation for pre-development and development activities in Covington.

Sincerely,

Tom DiBello
Executive Director

1650 russell street, covington, ky 41011
**tel:** 859.491.2220 **fax:** 859.655.8275
www.greatneighborhoods.org

PARK
NATIONAL BANK
Southwest Ohio & Northern Kentucky

600 Meijer Drive, Suite 303 Florence, Kentucky 41042 Tel: 859-647-2722 Fax: 859-647-2544

July 13, 2009

Aaron Wolfe-Bertling, Director
Housing Development Department
City of Covington
2300 Madison Avenue
Covington, KY 41014

RE: Loan Commitment – Northern Kentucky NSP2 Proposal

Dear Mr. Wolfe-Bertling:

This letter is to confirm that Park National Bank will consider lending up to $4,500,000 to facilitate the Neighborhoods Stabilization Program 2 (NSP2) activities to be undertaken in the Northern Kentucky counties of Boone, Campbell, Kenton, Gallatin, Grant, and Pendleton. The City of Covington will be the lead entity for the program. The loan will be contingent upon the project receiving an allocation of NSP2 funds from the U.S. Department of Housing and Urban Development through the Kentucky Department for Local Government. As we understand from our discussion, the Northern Kentucky Consortium has requested $20 million; funding is anticipated to be announced in February, 2010.

The terms are as follows:

**Borrower:**

City of Covington, Kentucky, lead entity for the Northern Kentucky NSP2 Consortium

**Lender:**

Park National Bank, Florence, Kentucky

**Amount:**

$4,500,000

**Proposed Commitment/Use of Funds:**

Interim financing for acquisition of property

Construction financing

RECEIVED
JUL 14 2009
Office of Federal Grants

**Conditions**:

1) Subject to receipt of NSP2 funding, and appropriate documentation of said funding.

2) Loan to be considered a general obligation of the City of Covington, KY.

3) Approval of bank's loan committee, after appropriate underwriting.

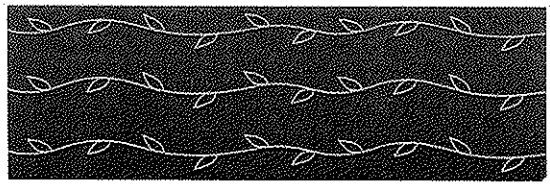
4) Construction draws will be handled in accordance with our normal bank process.

Aaron, this is an expression of the bank's intent to lend, and is for discussion purposes only. This is still subject to gathering related information, processing it through our standard underwriting process and ultimately subject to review and approval by the bank's loan committee.

Sincerely,

John R. Nienaber, Jr.
Vice President & Team Lead
Park National Bank of Southwest Ohio and Northern Kentucky

JustChoice Lending



Do Good for Yourself
Do Better for Your Community

Kentucky NSP2 Consortium
ID# 424285668

July 6, 2009

Mr. F. Lynn Luallen
President and CEO
Housing Partnership, Inc.
333 Guthrie Street, Suite 404
Louisville, KY 40202

Subject: NSP II and NSP I Program Income – Permanent Financing Availability

Dear Mr. Luallen,

Per your request, I am pleased to offer you this commitment from JustChoice Lending to make available permanent financing to qualified homebuyers in market rate mortgage funding as part of the Housing Partnership, Inc.'s NSP II&PI Project in Jefferson and Bullitt Counties. We understand that these are clients which JustChoice may serve over the course of the next 12-18 months. We also understand that this commitment is for an average of $110,000 per client at standard, conventional lending terms.

If you or your funders are in need of more information regarding this commitment, please feel free to contact me at your convenience.

We appreciate the opportunity to serve you and your clients.

Sincerely,

Jon M. Rogers
Director of Homeownership

P.O. Box 908, Berea, KY 40403 | 106 Pasco St., Berea, KY 40403 | phone: 866.367.0855 | fax: 859.986.5836 | www.justchoicelending.com



Equal Housing Opportunity

JustChoice Lending

Do Good for Yourself
Do Better for Your Community

Kentucky NSP2 Consortium
ID# 424285668

July 6, 2009

Mr. Kevin Smith
President and CEO
Community Ventures Corporation
1450 North Broadway
Lexington, KY 40505-3162

Subject: NSP II – Permanent Financing Availability

Dear Mr. Smith,

Per your request, I am pleased to offer you this commitment from JustChoice Lending to make available permanent financing to qualified homebuyers in market rate mortgage funding as part of Community Ventures Corporation's NSP II Project in Fayette and Franklin Counties. We understand that these are clients which JustChoice may serve over the course of the next 12-18 months. We also understand that this commitment is for an average of $80,000 to $100,000 per client at standard, conventional lending terms.

If you or your funders are in need of more information regarding this commitment, please feel free to contact me at your convenience.

We appreciate the opportunity to serve you and your clients.

Sincerely,

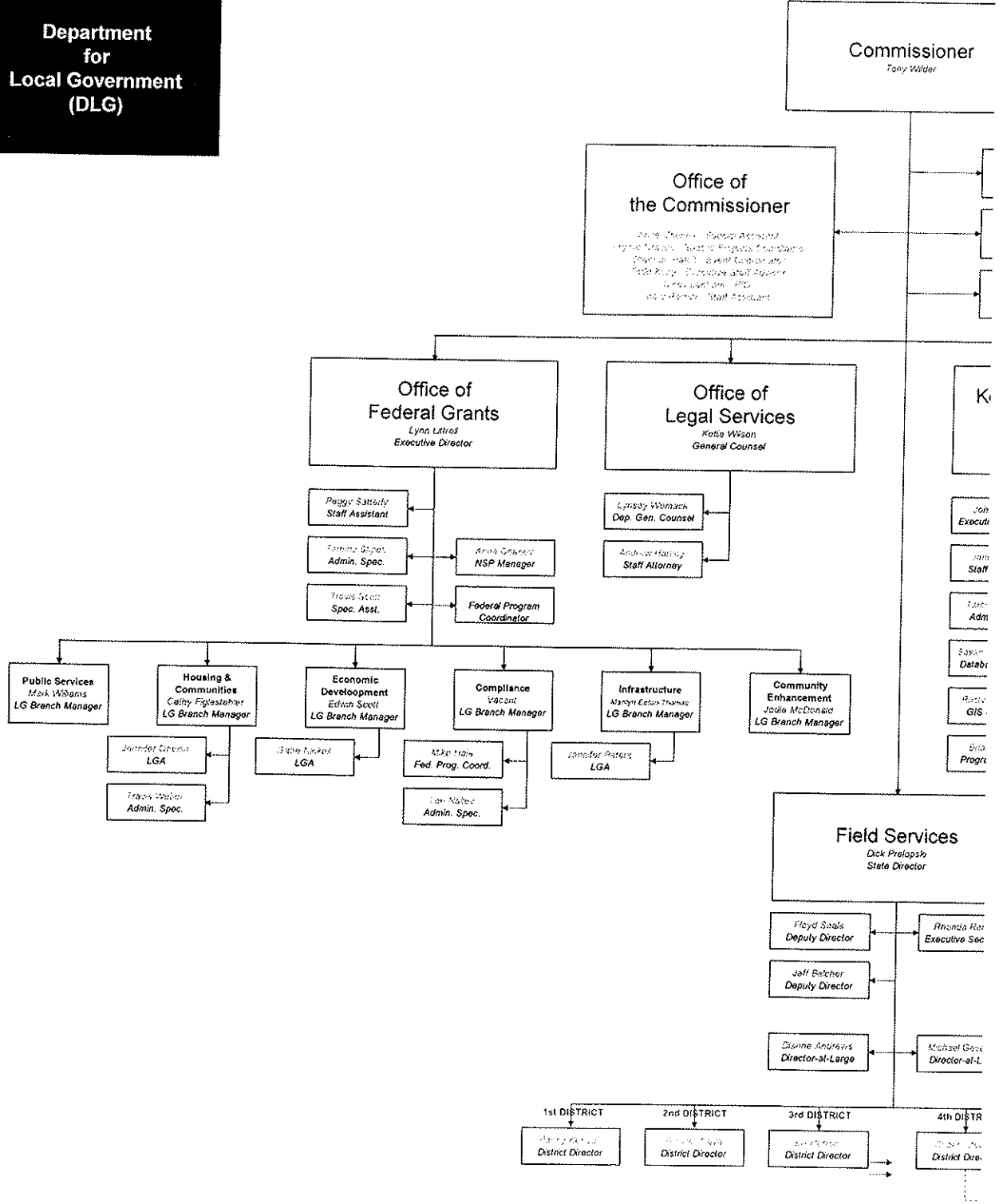
Jon M. Rogers
Director of Homeownership

P.O. Box 908, Berea, KY 40403 | 106 Pasco St., Berea, KY 40403 | phone: 866.367.0855 | fax: 859.986.5836 | www.justchoicelending.com



Equal Housing Opportunity

# Department for Local Government (DLG)



Kentucky NSP2 Consortium
ID# 424285668

| No. | Census Tract | State | Foreclosure Score | Vacancy Score | Max Score |
|---|---|---|---|---|---|
| 1 | 21001970100 | KY | 18 | 18 | 18 |
| 2 | 21001970200 | KY | 10 | 18 | 18 |
| 3 | 21001970300 | KY | 16 | 18 | 18 |
| 4 | 21001970400 | KY | 16 | 19 | 19 |
| 5 | 21001970500 | KY | 15 | 19 | 19 |
| 6 | 21001970600 | KY | 16 | 19 | 19 |
| 7 | 21003980400 | KY | 17 | 18 | 18 |
| 8 | 21003980500 | KY | 16 | 17 | 17 |
| 9 | 21003980600 | KY | 19 | 19 | 19 |
| 10 | 21007950200 | KY | 13 | 19 | 19 |
| 11 | 21009950200 | KY | 15 | 18 | 18 |
| 12 | 21009950900 | KY | 14 | 18 | 18 |
| 13 | 21011970300 | KY | 19 | 1 | 19 |
| 14 | 21013960100 | KY | 18 | 18 | 18 |
| 15 | 21013960200 | KY | 14 | 18 | 18 |
| 16 | 21013960400 | KY | 18 | 18 | 18 |
| 17 | 21013960600 | KY | 16 | 18 | 18 |
| 18 | 21013961000 | KY | 18 | 18 | 18 |
| 19 | 21015070306 | KY | 18 | 3 | 18 |
| 20 | 21015070402 | KY | 17 | 11 | 17 |
| 21 | 21015070501 | KY | 19 | 6 | 19 |
| 22 | 21015070603 | KY | 18 | 14 | 18 |
| 23 | 21017030100 | KY | 15 | 18 | 18 |
| 24 | 21019030300 | KY | 10 | 18 | 18 |
| 25 | 21019031300 | KY | 14 | 19 | 19 |
| 26 | 21021990300 | KY | 13 | 19 | 19 |
| 27 | 21025980500 | KY | 18 | 18 | 18 |
| 28 | 21025980700 | KY | 18 | 14 | 18 |
| 29 | 21027960100 | KY | 13 | 18 | 18 |
| 30 | 21029020100 | KY | 18 | 11 | 18 |
| 31 | 21029020600 | KY | 19 | 15 | 19 |
| 32 | 21029021100 | KY | 18 | 14 | 18 |
| 33 | 21031990100 | KY | 16 | 19 | 19 |
| 34 | 21031990200 | KY | 14 | 20 | 20 |
| 35 | 21031990300 | KY | 15 | 19 | 19 |
| 36 | 21031990400 | KY | 12 | 18 | 18 |
| 37 | 21031990500 | KY | 18 | 19 | 19 |
| 38 | 21033980100 | KY | 15 | 20 | 20 |
| 39 | 21033980200 | KY | 15 | 18 | 18 |
| 40 | 21037050200 | KY | 14 | 17 | 17 |
| 41 | 21037050400 | KY | 10 | 19 | 19 |
| 42 | 21037050500 | KY | 15 | 20 | 20 |
| 43 | 21037050600 | KY | 15 | 19 | 19 |
| 44 | 21037051101 | KY | 14 | 19 | 19 |
| 45 | 21037051102 | KY | 14 | 19 | 19 |
| 46 | 21037051200 | KY | 15 | 19 | 19 |
| 47 | 21037051300 | KY | 13 | 14 | 14 |

| | | | | | |
|---|---|---|---|---|---|
| 48 | 21037052100 | KY | 10 | 17 | 17 |
| 49 | 21037052200 | KY | 10 | 15 | 15 |
| 50 | 21037052302 | KY | 10 | 15 | 15 |
| 51 | 21037052500 | KY | 13 | 18 | 18 |
| 52 | 21037053000 | KY | 15 | 15 | 15 |
| 53 | 21045950200 | KY | 13 | 18 | 18 |
| 54 | 21045950300 | KY | 14 | 18 | 18 |
| 55 | 21045950400 | KY | 15 | 18 | 18 |
| 56 | 21045950500 | KY | 15 | 19 | 19 |
| 57 | 21047200100 | KY | 15 | 19 | 19 |
| 58 | 21047200300 | KY | 18 | 20 | 20 |
| 59 | 21047200400 | KY | 17 | 19 | 19 |
| 60 | 21047200500 | KY | 11 | 13 | 13 |
| 61 | 21047200600 | KY | 14 | 12 | 14 |
| 62 | 21047200700 | KY | 17 | 13 | 17 |
| 63 | 21047200800 | KY | 15 | 18 | 18 |
| 64 | 21047201000 | KY | 13 | 19 | 19 |
| 65 | 21047201300 | KY | 18 | 15 | 18 |
| 66 | 21049020104 | KY | 17 | 18 | 18 |
| 67 | 21051950100 | KY | 18 | 18 | 18 |
| 68 | 21051950200 | KY | 18 | 17 | 18 |
| 69 | 21051950300 | KY | 17 | 18 | 18 |
| 70 | 21051950600 | KY | 19 | 13 | 19 |
| 71 | 21055990100 | KY | 15 | 18 | 18 |
| 72 | 21055990200 | KY | 13 | 19 | 19 |
| 73 | 21055990400 | KY | 13 | 18 | 18 |
| 74 | 21057950100 | KY | 14 | 18 | 18 |
| 75 | 21057950200 | KY | 14 | 18 | 18 |
| 76 | 21059000200 | KY | 14 | 18 | 18 |
| 77 | 21059000300 | KY | 10 | 19 | 19 |
| 78 | 21059000500 | KY | 14 | 19 | 19 |
| 79 | 21061980200 | KY | 16 | 19 | 19 |
| 80 | 21061980400 | KY | 14 | 18 | 18 |
| 81 | 21063980100 | KY | 20 | 20 | 20 |
| 82 | 21063980200 | KY | 20 | 1 | 20 |
| 83 | 21067000300 | KY | 13 | 19 | 19 |
| 84 | 21067000400 | KY | 16 | 16 | 16 |
| 85 | 21067000500 | KY | 7 | 7 | 7 |
| 86 | 21067001400 | KY | 14 | 17 | 17 |
| 87 | 21067001500 | KY | 13 | 14 | 14 |
| 88 | 21067003700 | KY | 18 | 5 | 18 |
| 89 | 21071980800 | KY | 18 | 18 | 18 |
| 90 | 21071980900 | KY | 18 | 18 | 18 |
| 91 | 21073070200 | KY | 16 | 20 | 20 |
| 92 | 21073070600 | KY | 15 | 18 | 18 |
| 93 | 21075980100 | KY | 12 | 19 | 19 |
| 94 | 21075980200 | KY | 16 | 20 | 20 |
| 95 | 21077960100 | KY | 16 | 16 | 16 |
| 96 | 21081980100 | KY | 16 | 14 | 16 |

| | | | | | |
|---|---|---|---|---|---|
| 97 | 21081980200 | KY | 17 | 12 | 17 |
| 98 | 21081980300 | KY | 18 | 15 | 18 |
| 99 | 21081980400 | KY | 15 | 17 | 17 |
| 100 | 21083020300 | KY | 15 | 18 | 18 |
| 101 | 21085950100 | KY | 14 | 18 | 18 |
| 102 | 21085950200 | KY | 16 | 19 | 19 |
| 103 | 21085950300 | KY | 15 | 18 | 18 |
| 104 | 21085950500 | KY | 13 | 18 | 18 |
| 105 | 21085950600 | KY | 16 | 20 | 20 |
| 106 | 21085950700 | KY | 13 | 19 | 19 |
| 107 | 21087990100 | KY | 17 | 19 | 19 |
| 108 | 21087990200 | KY | 16 | 19 | 19 |
| 109 | 21087990300 | KY | 16 | 19 | 19 |
| 110 | 21087990400 | KY | 14 | 19 | 19 |
| 111 | 21091990300 | KY | 12 | 18 | 18 |
| 112 | 21093000100 | KY | 18 | 20 | 20 |
| 113 | 21093000300 | KY | 14 | 11 | 14 |
| 114 | 21093000400 | KY | 13 | 16 | 16 |
| 115 | 21093000500 | KY | 12 | 17 | 17 |
| 116 | 21093000600 | KY | 14 | 14 | 14 |
| 117 | 21093000700 | KY | 14 | 20 | 20 |
| 118 | 21093000800 | KY | 12 | 14 | 14 |
| 119 | 21093000901 | KY | 18 | 15 | 18 |
| 120 | 21093001200 | KY | 13 | 11 | 13 |
| 121 | 21093001400 | KY | 16 | 17 | 17 |
| 122 | 21093001600 | KY | 18 | 17 | 18 |
| 123 | 21095970200 | KY | 18 | 20 | 20 |
| 124 | 21095970800 | KY | 15 | 19 | 19 |
| 125 | 21097950100 | KY | 18 | 16 | 18 |
| 126 | 21099970100 | KY | 17 | 20 | 20 |
| 127 | 21099970200 | KY | 15 | 18 | 18 |
| 128 | 21099970300 | KY | 14 | 19 | 19 |
| 129 | 21099970400 | KY | 14 | 18 | 18 |
| 130 | 21099970500 | KY | 15 | 19 | 19 |
| 131 | 21101020200 | KY | 15 | 19 | 19 |
| 132 | 21101020300 | KY | 14 | 19 | 19 |
| 133 | 21101020400 | KY | 14 | 19 | 19 |
| 134 | 21101020500 | KY | 14 | 18 | 18 |
| 135 | 21101020900 | KY | 17 | 18 | 18 |
| 136 | 21103090200 | KY | 11 | 18 | 18 |
| 137 | 21105970100 | KY | 11 | 18 | 18 |
| 138 | 21107970300 | KY | 18 | 17 | 18 |
| 139 | 21107970400 | KY | 13 | 19 | 19 |
| 140 | 21107970500 | KY | 15 | 18 | 18 |
| 141 | 21107970900 | KY | 17 | 20 | 20 |
| 142 | 21107971000 | KY | 16 | 18 | 18 |
| 143 | 21107971100 | KY | 17 | 19 | 19 |
| 144 | 21107971300 | KY | 14 | 19 | 19 |
| 145 | 21111000200 | KY | 16 | 20 | 20 |

| | | | | | |
|---|---|---|---|---|---|
| 146 | 21111000300 | KY | 18 | 19 | 19 |
| 147 | 21111000400 | KY | 19 | 19 | 19 |
| 148 | 21111000600 | KY | 19 | 20 | 20 |
| 149 | 21111000700 | KY | 18 | 20 | 20 |
| 150 | 21111000800 | KY | 18 | 20 | 20 |
| 151 | 21111000900 | KY | 17 | 20 | 20 |
| 152 | 21111001000 | KY | 19 | 20 | 20 |
| 153 | 21111001100 | KY | 18 | 20 | 20 |
| 154 | 21111001200 | KY | 18 | 20 | 20 |
| 155 | 21111001500 | KY | 18 | 20 | 20 |
| 156 | 21111001600 | KY | 18 | 20 | 20 |
| 157 | 21111001700 | KY | 18 | 20 | 20 |
| 158 | 21111001800 | KY | 17 | 20 | 20 |
| 159 | 21111002100 | KY | 17 | 20 | 20 |
| 160 | 21111002300 | KY | 18 | 20 | 20 |
| 161 | 21111002400 | KY | 18 | 20 | 20 |
| 162 | 21111002700 | KY | 18 | 20 | 20 |
| 163 | 21111002800 | KY | 18 | 20 | 20 |
| 164 | 21111003700 | KY | 15 | 19 | 19 |
| 165 | 21111004500 | KY | 13 | 18 | 18 |
| 166 | 21111006200 | KY | 16 | 20 | 20 |
| 167 | 21111006500 | KY | 14 | 20 | 20 |
| 168 | 21111006600 | KY | 12 | 19 | 19 |
| 169 | 21111009104 | KY | 18 | 13 | 18 |
| 170 | 21111011101 | KY | 18 | 12 | 18 |
| 171 | 21111011106 | KY | 17 | 18 | 18 |
| 172 | 21111011302 | KY | 19 | 17 | 19 |
| 173 | 21111011405 | KY | 18 | 12 | 18 |
| 174 | 21111011704 | KY | 18 | 13 | 18 |
| 175 | 21111011705 | KY | 18 | 10 | 18 |
| 176 | 21111011901 | KY | 17 | 17 | 17 |
| 177 | 21111011905 | KY | 18 | 11 | 18 |
| 178 | 21111012104 | KY | 16 | 18 | 18 |
| 179 | 21111012106 | KY | 18 | 15 | 18 |
| 180 | 21111012107 | KY | 16 | 18 | 18 |
| 181 | 21111012405 | KY | 19 | 12 | 19 |
| 182 | 21111012601 | KY | 19 | 14 | 19 |
| 183 | 21111012604 | KY | 18 | 15 | 18 |
| 184 | 21111012701 | KY | 17 | 20 | 20 |
| 185 | 21111012703 | KY | 18 | 14 | 18 |
| 186 | 21111012801 | KY | 18 | 18 | 18 |
| 187 | 21111012802 | KY | 18 | 18 | 18 |
| 188 | 21115960400 | KY | 12 | 18 | 18 |
| 189 | 21117060300 | KY | 16 | 20 | 20 |
| 190 | 21117060700 | KY | 16 | 20 | 20 |
| 191 | 21117060900 | KY | 16 | 20 | 20 |
| 192 | 21117061000 | KY | 16 | 19 | 19 |
| 193 | 21117061100 | KY | 10 | 16 | 16 |
| 194 | 21117061200 | KY | 13 | 19 | 19 |

| | | | | | |
|---|---|---|---|---|---|
| 195 | 21117061300 | KY | 12 | 17 | 17 |
| 196 | 21117061400 | KY | 16 | 19 | 19 |
| 197 | 21117061600 | KY | 15 | 20 | 20 |
| 198 | 21117063603 | KY | 17 | 18 | 18 |
| 199 | 21117063604 | KY | 16 | 12 | 16 |
| 200 | 21117063605 | KY | 18 | 12 | 18 |
| 201 | 21117063800 | KY | 13 | 18 | 18 |
| 202 | 21117064100 | KY | 15 | 16 | 16 |
| 203 | 21117064200 | KY | 12 | 15 | 15 |
| 204 | 21117064400 | KY | 13 | 17 | 17 |
| 205 | 21117064500 | KY | 12 | 15 | 15 |
| 206 | 21117065000 | KY | 16 | 20 | 20 |
| 207 | 21117065100 | KY | 14 | 15 | 15 |
| 208 | 21117065300 | KY | 18 | 15 | 18 |
| 209 | 21117065501 | KY | 16 | 10 | 16 |
| 210 | 21117065600 | KY | 17 | 17 | 17 |
| 211 | 21117065700 | KY | 12 | 16 | 16 |
| 212 | 21117066800 | KY | 18 | 12 | 18 |
| 213 | 21117066900 | KY | 15 | 18 | 18 |
| 214 | 21117067100 | KY | 18 | 20 | 20 |
| 215 | 21119960100 | KY | 20 | 20 | 20 |
| 216 | 21119960200 | KY | 20 | 20 | 20 |
| 217 | 21119960300 | KY | 20 | 20 | 20 |
| 218 | 21119960400 | KY | 20 | 20 | 20 |
| 219 | 21119960500 | KY | 20 | 20 | 20 |
| 220 | 21121990200 | KY | 18 | 18 | 18 |
| 221 | 21121990300 | KY | 14 | 19 | 19 |
| 222 | 21123960100 | KY | 18 | 18 | 18 |
| 223 | 21123960200 | KY | 16 | 18 | 18 |
| 224 | 21123960300 | KY | 16 | 19 | 19 |
| 225 | 21125970200 | KY | 14 | 18 | 18 |
| 226 | 21129950300 | KY | 19 | 19 | 19 |
| 227 | 21131980100 | KY | 18 | 18 | 18 |
| 228 | 21131980300 | KY | 18 | 18 | 18 |
| 229 | 21133950100 | KY | 18 | 18 | 18 |
| 230 | 21133950200 | KY | 19 | 19 | 19 |
| 231 | 21133950300 | KY | 20 | 20 | 20 |
| 232 | 21133950400 | KY | 19 | 12 | 19 |
| 233 | 21133950500 | KY | 19 | 19 | 19 |
| 234 | 21133950600 | KY | 19 | 19 | 19 |
| 235 | 21139040100 | KY | 13 | 19 | 19 |
| 236 | 21139040200 | KY | 13 | 18 | 18 |
| 237 | 21141960300 | KY | 15 | 18 | 18 |
| 238 | 21145030100 | KY | 18 | 19 | 19 |
| 239 | 21145030200 | KY | 17 | 20 | 20 |
| 240 | 21145030400 | KY | 18 | 20 | 20 |
| 241 | 21145030500 | KY | 15 | 20 | 20 |
| 242 | 21145031500 | KY | 13 | 18 | 18 |
| 243 | 21147960100 | KY | 19 | 19 | 19 |

| | | | | | |
|---|---|---|---|---|---|
| 244 | 21147960200 | KY | 18 | 18 | 18 |
| 245 | 21147960300 | KY | 19 | 19 | 19 |
| 246 | 21149970200 | KY | 12 | 18 | 18 |
| 247 | 21149970300 | KY | 14 | 18 | 18 |
| 248 | 21149970400 | KY | 13 | 20 | 20 |
| 249 | 21153970200 | KY | 18 | 1 | 18 |
| 250 | 21157950600 | KY | 12 | 18 | 18 |
| 251 | 21159950100 | KY | 20 | 20 | 20 |
| 252 | 21159950200 | KY | 18 | 18 | 18 |
| 253 | 21161960300 | KY | 11 | 19 | 19 |
| 254 | 21163970300 | KY | 17 | 14 | 17 |
| 255 | 21163970400 | KY | 19 | 17 | 19 |
| 256 | 21167960400 | KY | 16 | 18 | 18 |
| 257 | 21169960100 | KY | 15 | 18 | 18 |
| 258 | 21169960200 | KY | 16 | 18 | 18 |
| 259 | 21169960300 | KY | 17 | 19 | 19 |
| 260 | 21171990100 | KY | 18 | 17 | 18 |
| 261 | 21171990200 | KY | 14 | 16 | 16 |
| 262 | 21171990300 | KY | 17 | 18 | 18 |
| 263 | 21171990400 | KY | 15 | 19 | 19 |
| 264 | 21173980200 | KY | 19 | 18 | 19 |
| 265 | 21173980300 | KY | 19 | 16 | 19 |
| 266 | 21173980400 | KY | 18 | 1 | 18 |
| 267 | 21173980500 | KY | 18 | 1 | 18 |
| 268 | 21175950100 | KY | 18 | 1 | 18 |
| 269 | 21177960100 | KY | 18 | 18 | 18 |
| 270 | 21177960200 | KY | 16 | 18 | 18 |
| 271 | 21177960300 | KY | 16 | 18 | 18 |
| 272 | 21177960400 | KY | 14 | 18 | 18 |
| 273 | 21177960900 | KY | 13 | 19 | 19 |
| 274 | 21183980400 | KY | 14 | 20 | 20 |
| 275 | 21183980500 | KY | 15 | 16 | 16 |
| 276 | 21183980600 | KY | 17 | 18 | 18 |
| 277 | 21183980700 | KY | 16 | 18 | 18 |
| 278 | 21189990100 | KY | 18 | 18 | 18 |
| 279 | 21191990100 | KY | 14 | 17 | 17 |
| 280 | 21191990300 | KY | 15 | 15 | 15 |
| 281 | 21197970100 | KY | 18 | 1 | 18 |
| 282 | 21197970200 | KY | 18 | 1 | 18 |
| 283 | 21199990100 | KY | 17 | 20 | 20 |
| 284 | 21199990200 | KY | 16 | 19 | 19 |
| 285 | 21199990300 | KY | 14 | 20 | 20 |
| 286 | 21199990500 | KY | 19 | 17 | 19 |
| 287 | 21199990600 | KY | 18 | 18 | 18 |
| 288 | 21199990700 | KY | 16 | 18 | 18 |
| 289 | 21199990900 | KY | 14 | 18 | 18 |
| 290 | 21199991000 | KY | 18 | 20 | 20 |
| 291 | 21207960100 | KY | 16 | 19 | 19 |
| 292 | 21207960300 | KY | 12 | 18 | 18 |

| | | | | | |
|---|---|---|---|---|---|
| 293 | 21209040100 | KY | 12 | 15 | 15 |
| 294 | 21209040600 | KY | 16 | 1 | 16 |
| 295 | 21213970200 | KY | 14 | 18 | 18 |
| 296 | 21213970400 | KY | 16 | 18 | 18 |
| 297 | 21215080100 | KY | 18 | 14 | 18 |
| 298 | 21215080200 | KY | 15 | 18 | 18 |
| 299 | 21217980100 | KY | 14 | 19 | 19 |
| 300 | 21217980200 | KY | 13 | 18 | 18 |
| 301 | 21217980500 | KY | 16 | 18 | 18 |
| 302 | 21219950200 | KY | 13 | 18 | 18 |
| 303 | 21221970100 | KY | 11 | 19 | 19 |
| 304 | 21221970200 | KY | 15 | 19 | 19 |
| 305 | 21221970300 | KY | 14 | 20 | 20 |
| 306 | 21223100100 | KY | 17 | 19 | 19 |
| 307 | 21223100200 | KY | 17 | 19 | 19 |
| 308 | 21225950200 | KY | 15 | 18 | 18 |
| 309 | 21225950300 | KY | 15 | 18 | 18 |
| 310 | 21229980100 | KY | 16 | 19 | 19 |
| 311 | 21231980600 | KY | 18 | 18 | 18 |
| 312 | 21233960300 | KY | 15 | 18 | 18 |
| 313 | 21233960400 | KY | 17 | 19 | 19 |
| 314 | 21235980100 | KY | 15 | 18 | 18 |
| 315 | 21235980200 | KY | 14 | 18 | 18 |
| 316 | 21237990100 | KY | 18 | 1 | 18 |
| 317 | 21237990300 | KY | 19 | 1 | 19 |

**Average Score** 18.27

# CITY OF COVINGTON
# AND
# NORTHERN KENTUCKY HOME CONSORTIUM
**(aka Covington Home Consortium)**

# CONFLICT OF INTEREST POLICY

**HOME PROGRAM (24 CFR 92)**

***Summary of Requirements for Participating Jurisdictions and Subrecipients***

Overview: The Northern Kentucky HOME Consortium, consisting of the cities of Covington, Bromley, Ludlow, Newport, Bellevue and Dayton, is a Participating Jurisdiction (PJ) for the HOME program. The HOME regulations at 24 CFR 92.356 require PJs and subrecipients to comply with two different sets of conflict-of-interest provisions. This includes Community Housing Development Organizations (CHDOs) that are acting as subrecipients.

The HOME regulations relating to conflict of interest requirements (24 CFR 92.356) are attached in Appendix 1.

In the procurement of property and services by PJs and subrecipients, the conflict-of-interest provisions at 24 CFR 85.36 and 24 CFR 84.42 apply. These regulations require PJs and subrecipients to maintain written standards governing the performance of their employees engaged in awarding and administering contracts. At a minimum, these standards must:

1. Require that no employee, officer, agent of the PJ or its subrecipients shall participate in the selection, award or administration of a contract supported by HOME if a conflict-of-interest, either real or apparent, would be involved;

2. Require that the PJ or subrecipient employees, officers and agents not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements; and

3. Stipulate provisions for penalties, sanctions or other disciplinary actions for violations of standards.

A conflict would arise when any of the following has a financial or other interest in a firm selected for award:

1. An employee, agent or officer of the PJ or subrecipient;

2. Any member of an employee's, agents or officer's immediate family;

3. An employee's, agent's or officer's partner; or

4. An organization that employs or is about to employ an employee, agent or officer of the PJ or subrecipients.

## ACTIVITIES COVERED BY HOME REGULATIONS

In cases not covered by 24 CFR 85.36 and 24 CFR 84.42, the HOME regulations at 24 CFR 92.356 governing conflict-of-interest apply. These provisions cover employees, agents, consultants, officers and elected or appointed officials of the PJ or subrecipient. The HOME regulations state that no covered person who exercises or has exercised any functions or responsibilities with respect to HOME activities or who is in a position to participate in decisions or gain inside information:

1. May obtain a financial interest or benefit from a HOME activity; or

2. Have an interest in any contract, subcontract or agreement for themselves or for persons with business or family ties.

This requirement applies to covered persons during their tenure and for one year after leaving the PJ or subrecipient entity.

**Exceptions**: Upon written request, exception to both sets of provisions may be granted by the U.S. Department of Housing and Urban Development (HUD) on a case-by-case basis only after the PJ has:

1. Disclosed the full nature of the conflict and submitted proof that the disclosure has been made public, and

2. Provided its legal opinion stating that there would be no violation of state or local law if the exception were granted.

## PROVISIONS FOR NONPROFIT AND FOR-PROFIT OWNERS, DEVELOPERS AND SPONSORS

The HOME Regulations state that no owner, developer or sponsor of HOME-assisted housing, including their officers, employees, agents or consultants, may occupy a HOME-assisted unit in a development. The provisions do not apply to:

1. An individual receiving HOME funds to acquire or rehabilitate his/her principal residence, or

2. An individual living in a HOME-assisted rental housing development where he/she is a project manager or a maintenance worker in that development.

**Exceptions:** Exceptions to this conflict-of-interest provision (for governing owners, developers and sponsors of HOME-assisted housing) may be granted by the PJ on a case-by-case basis based on the following factors as set forth in the regulations:

1. Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of assisted housing, and the exception will permit him or her to receive generally the same interest or benefits as are being made available or provided to the group as a whole;

2. Whether the person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted housing in question;

3. Whether the tenant protection requirements of CFR 92.253 (prohibited lease terms, termination of tenancy and tenant selection) are being observed;

4. Whether the affirmative marketing requirements are being observed and followed; and

5. Any other factor relevant to the PJ's determination, including the timing of the requested exception.

Executing and maintaining conflict-of-interest provisions: While not specifically required in the HOME regulations, PJs should include the conflict-of-interest provision in written agreements and other documents with owners, developers and sponsors. In addition, monitoring of projects should include necessary actions to ensure that this provision is followed.

## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (24 CFR 570)

### *Summary of Requirements for Recipients and Subrecipients*

Overview: The City of Covington is an entitlement city for the Community Development Block Grant (CDBG) program and is considered a Grantee for funding. The CDBG regulations at 24 CFR 570.611 require Grantee (recipient) and subrecipients to comply with two different sets of conflict-of-interest provisions.

The CDBG regulations relating to conflict of interest requirements (24 CFR 570.611) are attached in Appendix 2.

In the procurement of property and services by recipients and subrecipients, the conflict-of-interest provisions at 24 CFR 85.36 and 24 CFR 84.42 apply. These regulations require recipients and subrecipients to maintain written standards governing the performance of their employees engaged in awarding and administering contracts. At a minimum, these standards must:

1. Require that no employee, officer, agent of the recipient or its subrecipients shall participate in the selection, award or administration of a contract supported by CDBG funds if a conflict-of-interest, either real or apparent, would be involved;

2. Require that the recipient or subrecipient employees, officers and agents not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements; and

3. Stipulate provisions for penalties, sanctions or other disciplinary actions for violations of standards.

A conflict would arise when any of the following has a financial or other interest in a firm selected for award:

1. An employee, agent or officer of the recipient or subrecipient;

2. Any member of an employee's, agents or officer's immediate family;

3. An employee's, agent's or officer's partner; or

4. An organization that employs or is about to employ an employee, agent or officer of the recipient or subrecipients.

## ACTIVITIES COVERED BY CDBG REGULATIONS

In cases not covered by 24 CFR 85.36 and 24 CFR 84.42, the CDBG regulations at 24 CFR 570.611 governing conflict-of-interest apply. These provisions cover employees, agents, consultants, officers and elected or appointed officials of the recipient or subrecipient. The CDBG regulations state that no covered person who exercises or has exercised any functions or responsibilities with respect to CDBG activities or who is in a position to participate in decisions or gain inside information:

1. May obtain a financial interest or benefit from a CDBG activity; or

2. Have an interest in any contract, subcontract or agreement for themselves or for persons with business or family ties.

This requirement applies to covered persons during their tenure and for one year after leaving the recipient or subrecipient entity.

**Exceptions**: Upon written request, an exception may be granted by the U.S. Department of Housing and Urban Development (HUD) on a case-by-case basis only after the recipient has:

1. Disclosed the full nature of the conflict and submitted proof that the disclosure has been made public, and

2. Provided its legal opinion stating that there would be no violation of state or local law if the exception were granted.

## APPENDIX 1

**HOME Regulations – 24 CFR 92.356**
**Conflict of Interest**

**(a)** ***Applicability.*** In the procurement of the property and services, the conflict of interest provisions in 24 CFR 94.42 and 24 CFR 85.36 apply respectively.

**(b)** ***Conflicts prohibited.*** No persons, described in paragraph (c) of this section, who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

**(c)** ***Persons covered.*** The conflict of interest provisions or paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the PJ, state recipient or subrecipient which are receiving HOME funds.

**(d)** ***Exceptions.*** Threshold requirements. Upon the written request of the PJ, HUD may grant an exception to the provision of paragraph (b) of this section on a case-by-case basis, when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Programs and the effective and efficient administration of the PJ's program or project. An exception may be considered only after the PJ has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the PJ's or state recipient's attorney that the interest for which the exception is sought would not violate state or local law.

**(e)** ***Factors to be considered for exceptions.*** In determining whether to grant a requested exception after the PJ has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(2) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(3) Whether the affected person has withdrawn from his or her functions or responsibility, or the decision-making process with respect to the specific assisted activity in question;

(4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;

(5) Whether undue hardship will result either to the PJ or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(6) Any other relevant considerations.

**(f)** ***Owners and Developers.***

(1) No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an owner-occupant of single-family housing or to an employee or agent of the owner or developer of a rental housing project who occupies a HOME-assisted unit as the project manager or maintenance worker.

(2) **Exceptions**. Upon written request of a housing owner or developer, the PJ (or state recipient, if authorized by the state PJ) may grant an exception to the provisions of paragraph (f) (1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a request exception, the PJ shall consider the following factors:

(i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(ii) Whether the person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted housing in question;

(iii)Whether the tenant protection requirements of 92.253 are being observed;

(iv)Whether the affirmative marketing requirements of 92.351 are being observed and followed; and

(v) Any other factor relevant to the PJs' determination, including the timing of the requested exception.

## APPENDIX 2

**CDBG Regulations – 24 CFR 570.611**
**Conflict of Interest**

(a) ***Applicability.***

(1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

**(b)** ***Conflicts prohibited.*** The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

**(c)** ***Persons covered.*** The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

**(d)** ***Exceptions.*** Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

> **(1)** ***Threshold requirements.*** HUD will consider an exception only after the recipient has provided the following documentation:
>
> > (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
> >
> > (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) ***Factors to be considered for exceptions.*** In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

Neighborhood
FOUNDATIONS
Pride in Home. Pride in Community.

HAN Newport Millennium

City Wide Apartments
Corpus Christi Apartments
Grand Towers Apartments
Peter G. Noll Apartments

**JUNE 29, 2009**

**TO:** **NSP-2 APPLICATION REVIEW TEAM**

**FROM:** **NEWPORT MILLENNIUM HOUSING CORPORATION**

**SUBJECT:** **CODE OF CONDUCT**

Newport Millennium Housing Corporation III (NMHC) is a non-profit subsidiary of the Housing Authority of Newport. Staff which work on NMHC projects are employed by the Housing Authority of Newport.

The Code of Conduct which applies to these employees is included as an important part of the Personnel Policy adopted by the Board of Commissioners of the Housing Authority of Newport on March 21,2005.

Membership is identical for the Board of Directors of Newport Millennium Housing Corporation III and the Housing Authority of Newport Board of Commissioners. One duty of Housing Authority Commissioners is to serve on the Boards of Directors of various non-profit subsidiary organizations established by the Housing Authority.

The conduct of members of the Board of Commissioners is governed by the requirements set forth at KRS 80.080.

If there are any questions regarding this matter, you may call Joseph T. Condit, Executive Director, at 859-581-2533, Extension 204.

30 East 8th St. P.O. Box 72459 Newport, KY 41072 • P 859.581.2533 • F 859.581.9009 • www.neighborhoodfoundations.com

# Chapter 15

# Code of Conduct

# Code Of Conduct

## Section 1 – Purpose and Objective

The Housing Authority of Newport will not condone the activities of employees who achieve results through violation of the law or unethical business dealings. This includes any payments for illegal acts, indirect contributions, rebates, and bribery. HAN does not permit any activity that fails to stand the closest possible public scrutiny.

Employees must not use their position or the knowledge gained as a result of their position for private or personal advantage. Regardless of the circumstances, if an employee senses that a course of action he or she has pursued, are pursuing, or are contemplating pursuing may involve them in a conflict of interest with their employer, they should immediately communicate all facts to their superior.

HAN nor any of its contractors or their subcontractors may enter into any contract, subcontract, or arrangement in connection with a project under this Code of Conduct belonging to any of the classes of people listed below.

Employees should avoid investing in or acquiring a financial interest for their own accounts in any business organization that has a contractual relationship with HAN, or that provides goods or services, or both to HAN, if such investments or interest could influence or create the impression of influencing their decisions in the performance of their duties on behalf of HAN; and HAN will not hire an employee in connection with a project if the prospective employee is an immediate family member of any person belonging to one of the following classes:

**Classes of People**

1. Any present or former member or officer of the governing body of HAN, or any member of the officer's immediate family.
2. Any employee of HAN who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.
3. Any public official, member of the local governing body, or State or local legislator, or any member of such individuals' immediate family, who exercises functions or responsibilities with respect to the project(s) or HAN.

Any member of these classes of person must disclose the member's interest or prospective interest to HAN and HUD. This above prohibition will remain in effect throughout the class member's tenure and for one year thereafter. The class member shall disclose to HAN and HUD the member's familial relationship or other relationship to the prospective employee or contract. The term "immediate family member" means the spouse, mother, father, brother, sister, or child of a covered class member (whether related as a full blood relative, or as a "half" or "step" relative.

There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, HAN or a business entity. HUD may waive the requirements for good cause, if permitted under State and local law. No person for whom a waiver is requested may exercise responsibilities or functions with respect to the contract to which the waiver pertains.

**Section 2 – Gifts, Entertainment, and Favors**

Employees must not accept entertainment, gifts, or personal favors that could, in any way, influence, or appear to influence, business decisions in favor of any person or organization with whom or with which HAN has, or is likely to have, business dealings. Once a company is employed by the Authority, incidental gifts, such as lunches, clothing apparel, etc. may be received must be limited to twenty-five ($25.00) dollars in value. Employees must not accept any other preferential treatment.

**Section 3 – Kickbacks and Secret Commissions**

Regarding HAN's business activities, employees may not receive payment or compensation of any kind, except as authorized under HAN's remuneration policies. In particular, HAN strictly prohibits the acceptance of kickbacks and secret commissions from suppliers or others. Any breach of this rule will result in immediate termination and prosecution to the fullest extent of the law.

When dealing with anyone outside HAN, including public officials, employees must take care not to compromise the integrity or damage the reputation of HAN, or its affiliates.

**Section 4 – Administrative and Disciplinary Actions**

Employees found to be in violation of the above Code of Conduct will be subject to disciplinary action up to and including discharge.

**Section 5 – Method by Which This Policy is Disseminated**

All employees of HAN are required to sign and date this policy and the original copy will be made part of HAN's permanent personnel file.

_____
Employee signature

_____
Date

# City of Greensburg, Kentucky

## CODE OF CONDUCT

**A. CONFLICT OF INTEREST**

No elected official, employee or designated agent of the **City of Greensburg** will participate or have an interest in the selection or in award or administration of any procurement transaction if a conflict of interest, real or apparent, exists. A conflict of interest occurs when the official, employee or designated agent of the **City of Greensburg**, partners of such individuals, immediate family members within a first degree relationship by affinity or consanguinity, or an organization which employs or intends to employ any of the above has a financial or other interest in any of the firms selected for an award.

**B. ACCEPTANCE OF GRATITUDES**

No elected official, employee or designated agent of the **City of Greensburg** shall solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, subcontractors or potential subcontractors.

**C. PENALTIES**

Any elected official, employee or designated agent of the **City of Greensburg** who knowingly and deliberately violates the provisions of this code will be open to civil suit without the legal protection of the **City of Greensburg**. Furthermore, such a violation of these procurement standards is grounds for dismissal by the **City of Greensburg**. Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with the **City of Greensburg.**

**D. METHOD OF DISTRIBUTION**

A copy of the Code of Conduct will be distributed to each employee and member of the City Council.

**E. ADOPTED THIS 6TH DAY OF JULY, 2009.**

George C. Cheatham, II – Mayor

Janie Blakeman Casey, City Clerk/Treasurer