

BOARD OF DIRECTORS Monthly Meeting

FY 24-1: August 7, 2023

ReStore Northeast

6250 Tutt Boulevard, Conference Room

also offered virtually via **Zoom**

AGENDA PPHFH BOARD OF DIRECTORS ReStore Northeast Conference Room (6250 Tutt Blvd)

also offered virtually via **Zoom**

August 7, 2023 at 5:45 p.m.

CALL TO ORDER, Joe DesJardin

OPENING DEVOTIONS, Ryan Mohling

BOARD MEETING MINUTES, Joe DesJardin

Approval of June 5, 2023 Meeting Minutes

ITEMS REQUIRING DISCUSSION AND/OR VOTE, Joe DesJardin

- Presentation and approval of next set of future homeowners, Ryan Mohling
- Ratification of Amended and Restated Bylaws
- Ratification of Resolution Authorizing Sale of Homes (three)
- Annual review and ratification of policies and associated reports
 - Annual Anti-money Laundering Policy Report
 - Annual Red Flag Policy Report
 - Annual Whistle Blower Policy Report
- Ratification of Resolution Accepting FY24 New Check Signers

UPDATES AND INFORMATION

- Update on "Meadoworks" land purchase, Joe DesJardin
- eCommerce update, Jeff White
- Celebration of FY23 donation performance, including Kum & Go grant, Kris Lewis

ADDITIONAL INFORMATION:

- **Board Retreat:** September 9th 8:30 a.m. 2 p.m. at Ent Headquarters
- A reminder of next board build volunteer opportunity, see Appendix for details.
 - Saturday, October 14 both morning and afternoon shifts available

Board Minutes

PPHFH Board Meeting

(Virtual and in-person at the ReStore Northeast)
Meeting minutes prepared by Janna Mulder, Board Secretary.

Board Members	Present?	Staff and Guests	Present?
Jay Carlson	Y	STAFF:	
Joe DesJardin	Υ	Kris Lewis, Executive Director/CEO	Y
Rob Giunta, <i>Treasurer</i>	Υ	Karla Probert, Executive Assistant	Υ
Joel Hamilton	Υ	Dave Warner, guest	Υ
Paul Hasty	Υ		
Peter Hilts	Z		
Martha Johnson	Υ		
Ryan Mohling	Υ		
Janna Mulder, Secretary	Υ		
Ryan Panariso, <i>President</i>	Z		
Chuck Smith	NO		
Eric Stolp, Vice President	Υ		
Ryan Teeples	Υ		
Tye Tutt	Z		
Candy Vandenberg	Y		
Bill Wall	Y		

CALL TO ORDER: The June 5, 2023, meeting of the PPHFH Board of Directors was called to order 5:47 pm by Mr. Ryan Panariso, president.

OPENING PRAYER & DEVOTION: Mr. Ryan Mohling opened with devotion and prayer.

APPROVAL OF MINUTES: Motion made and seconded, and it was unanimously passed, to approve the April 3, 2023 meeting minutes, as presented.

ITEMS REQUIRING DISCUSSION AND AND/OR VOTE:

FY24 Board Composition

- Board 2nd terms, 3rd terms, and the slate of Executive Committee officer candidates as presented were voted on and approved.
- Election of new board members Tim Trowbridge and Dave Warner was voted on and unanimously passed.
- The board recommended that the Governance Committee continue the practice of requesting statements of intent from those seeking positions on the Executive Committee.
- Recognition was given to outgoing board members, and they were given an opportunity to share a few words.

FY24 Budget

FY24 Budget was presented by Mr. Rob Giunta. Repair projects increased from 10 repairs to 27 projects to date in 2023. The budget projects 69 repairs in FY24. The intention is to sell four mortgages in 2024. There will be a cash burn of \$355,000 with the intention to build seven homes this year. The budget was voted on and unanimously approved.

Date:6/5/2023

CONFIDENTIAL

New committee descriptions for Advocacy (ad hoc) & Home Repair The descriptions were voted on and unanimously approved.

Review of 6/year board meeting schedule was voted and approved by a majority.

CLOSING STATEMENTS:

In recognition of outgoing board members, Mr. Panariso reviewed what has been accomplished to include: ReStore II/ReStore Northeast, eCommerce ReStore, Repair Program partnership with Silver Key, Prop123 participation, 35 Anniversary Celebration, Sand Creek recognition, Interfaith engagement, \$241,000 tithe, and 3rd interfaith build.

Meeting adjourned by Mr. Panariso at 6:39 p.m.

Items for Discussion/Vote

Applicant 5 Name: Household Size: Adults: Dependents: 5 19 Household AMI: 59% M **Total Annual Income** \$63,315 F 8 Bedroom Size Needed: Current Housing Ratio: Habitat Mortgage Payment: 5 F \$1,583

Ability to Pay			
Does the household income fall between the income guidelines?	Yes	No	
Is the household's debt-to-income ratio less than 40%	Yes	No	
Are all household members U.S. Citizens or Permanent Residents?	Yes	No	
Have all applicants lived in El Paso County for a year prior to applying?	Yes	No	
Have all applicants had the same employer/income source for the past 24 months?	Yes	No	
Are all applicants first-time homebuyers?	Yes	No	
Have all judgements been fully satisfied?	Yes	No	N/A
Have all foreclosures, evictions or repossessions occurred prior to July 2018?	Yes	No	N/A
Have any bankruptcies been discharged prior to July 2019?	Yes	No	N/A
Have any pending divorces been finalized?	Yes	No	N/A
Do collection accounts total less than \$2,500?	Yes	No	N/A

M

Applicant survived childhood trafficking at the hands of her mother as a result abuse continued into adulthood. Applicant left her children's father who was physically abusive for years. Through public housing she was able to get on her feet and get her CDL license. She has been working driving city buses for the last 5 years. There is current overcrowding and unsafe environment. The building was recently evacuated because the upstairs neighbor was making drugs in his home. The building has been evacuated more than once for that same reason. The bedroom windows don't lock, and one is missing a screen that one of the small children has been able to climb out of

Current Housing Need (check ALL that apply)

- ☑ Are children of opposite genders or children more than five years apart sharing a room
- Are children sharing rooms with adults
- Temporary housing or homeless
- ☑ Subsidized housing (government or nonprofit assistance)
- ☐ Accessiblity issues
- ☑ Structural integrity issues
- ☑ Broken or missing windows or improper locks on windows/doors
- Heating, electrical or plumbing issues
- ☑ Unsafe or crime-ridden neighborhood
- Unsuitable for human habitation (unsanitary or deteriorated)
- ☑ Health risk (mold, asbestos, lead paint)
- ☐ Cost of rent, is 30% or more of overall income

- Were the application and all requested materials returned within the stated period of time?
- Did the applicant(s) accept the down-payment and closing-cost requirements of the affiliate?
- ☑ Are the applicant(s) willing to complete the required sweat-equity hours?

Applicant 9 Name: Household Size: Adults: Dependents: 3 Household AMI: 41% 8 m 6 Total Annual Income \$38,064 f Bedroom Size **Current Housing Ratio:** 28% Needed: f Habitat Mortgage Payment: \$952 3

Ability to Pay			
Does the household income fall between the income guidelines?	Yes	No	
Is the household's debt-to-income ratio less than 40%	Yes	No	
Are all household members U.S. Citizens or Permanent Residents?	Yes	No	
Have all applicants lived in El Paso County for a year prior to applying?	Yes	No	
Have all applicants had the same employer/income source for the past 24 months?	Yes	No	
Are all applicants first-time homebuyers?	Yes	No	
Have all judgements been fully satisfied?	Yes	No	N/A
Have all foreclosures, evictions or repossessions occurred prior to July 2018?	Yes	No	N/A
Have any bankruptcies been discharged prior to July 2019?	Yes	No	N/A
Have any pending divorces been finalized?	Yes	No	N/A
Do collection accounts total less than \$2,500?	Yes	No	N/A

Comments:

Condition of the apartment complex has deteriorated significantly with no action from the management company. High crime in densely populated .5 mile radius, hazardous structural issues in home and landing between apartments. Increased drug and criminal activity since this same time last year.

Current Housing Need (check ALL that apply)

X	Are children of opposite genders or children more than five years apart sharing a room
	Are children sharing rooms with adults
	Temporary housing or homeless
	Subsidized housing (government or nonprofit assistance)
	Accessiblity issues
$\overline{\checkmark}$	Structural integrity issues
	Broken or missing windows or improper locks on windows/doors
	Heating, electrical or plumbing issues
\checkmark	Unsafe or crime-ridden neighborhood
	Unsuitable for human habitation (unsanitary or deteriorated)
	Health risk (mold, asbestos, lead paint)
	Cost of rent, is 30% or more of overall income

- Were the application and all requested materials returned within the stated period of time?
- ☑ Did the applicant(s) accept the down-payment and closing-cost requirements of the affiliate?
- ☑ Are the applicant(s) willing to complete the required sweat-equity hours?

Name:	Applicant 10		Household Size:	2	
			Adults:	1	
			Dependents:	m	12
Household	AMI:	67%	1		
Total Annua	al Income	\$49,647	Bedroom Size		
Current Ho	using Ratio:	21%	Needed:		
Habitat Mo	rtgage Payment:	\$1,241	2		
			_		

Ability to Pay			
Does the household income fall between the income guidelines?	Yes	No	
Is the household's debt-to-income ratio less than 40%	Yes	No	
Are all household members U.S. Citizens or Permanent Residents?	Yes	No	
Have all applicants lived in El Paso County for a year prior to applying?	Yes	No	
Have all applicants had the same employer/income source for the past 24 months?	Yes	No	
Are all applicants first-time homebuyers?	Yes	No	
Have all judgements been fully satisfied?	Yes	No	N/A
Have all foreclosures, evictions or repossessions occurred prior to July 2018?	Yes	No	N/A
Have any bankruptcies been discharged prior to July 2019?	Yes	No	N/A
Have any pending divorces been finalized?	Yes	No	N/A
Do collection accounts total less than \$2,500?	Yes	No	N/A

Comments:

Applicant is an immigrant from Kurdistan. Single mother who came to the US, learned language got GED and has gone to school. Graduated 3.86 GPA phlebotomy program. Will continue to go to school to further medical career. In current housing there is high crime. A recent sex assault in the laundry facility, no notification from apartment management. She was also attacked by 3 pit bulls roaming the complex. She sustained extensive wounds and fear of this animal attack happening again. Management company again did not address the issue. Extensive mold in the bathroom walls and ceiling above the shower from a leak in the upstairs neighbors house. She is currently sharing a bedroom with her 12 year old son.

Current Housing Need (check ALL that apply)

	Are children of opposite genders or children more than five years apart sharing a room Are children sharing rooms with adults Temporary housing or homeless
	Subsidized housing (government or nonprofit assistance)
	Accessiblity issues
\checkmark	Structural integrity issues
V	Broken or missing windows or improper locks on windows/doors
	Heating, electrical or plumbing issues
$\overline{\mathbf{V}}$	Unsafe or crime-ridden neighborhood
	Unsuitable for human habitation (unsanitary or deteriorated)

- ☑ Health risk (mold, asbestos, lead paint)
- ☐ Cost of rent, is 35% or more of overall income

- Were the application and all requested materials returned within the stated period of time?
- ☑ Did the applicant(s) accept the down-payment and closing-cost requirements of the affiliate?
- Are the applicant(s) willing to complete the required sweat-equity hours?

Applicant 12 Household Size: Name: Adults: Dependents: M 11 Household AMI: 67% **Total Annual Income** \$55,505 Bedroom Size **Current Housing Ratio:** Needed: 25% Habitat Mortgage Payment: 3 \$1,388

Ability to Pay			
Does the household income fall between the income guidelines?	Yes	No	
Is the household's debt-to-income ratio less than 40%	Yes	No	
Are all household members U.S. Citizens or Permanent Residents?	Yes	No	
Have all applicants lived in El Paso County for a year prior to applying?	Yes	No	
Have all applicants had the same employer/income source for the past 24 months?	Yes	No	
Are all applicants first-time homebuyers?	Yes	No	
Have all judgements been fully satisfied?	Yes	No	N/A
Have all foreclosures, evictions or repossessions occurred prior to July 2018?	Yes	No	N/A
Have any bankruptcies been discharged prior to July 2019?	Yes	No	N/A
Have any pending divorces been finalized?	Yes	No	N/A
Do collection accounts total less than \$2,500?	Yes	No	N/A

Comments:

Current overcrowding with opposite gendered children sharing a bedroom. Questionable neighboring tenants with average law enforcement activity. Son with ADHD is extremely hyperactive and would benefit greatly with additional space to release his energy. Family support dog passed away but due to lack of space they cannot get another. Poor insulation on windows and doors. No storage for kids toys/bikes and living on 3rd floor makes it hard to haul things up and down to maintain the level of active lifestyle her son needs. No AC in apartment unit and they do not open windows to ventilate because of a chain smoking downstairs neighbor. The cigarette smoke enters clients home and fills the air, so they do not open windows.

Current Housing Need (check ALL that apply)

	Are children of opposite genders or children more than five years apart sharing a room Are children sharing rooms with adults
	Temporary housing or homeless
	Subsidized housing (government or nonprofit assistance)
	Accessiblity issues
$\overline{\mathbf{A}}$	Structural integrity issues
	Broken or missing windows or improper locks on windows/doors
\checkmark	Heating, electrical or plumbing issues
	Unsafe or crime-ridden neighborhood
	Unsuitable for human habitation (unsanitary or deteriorated)
	Health risk (mold, asbestos, lead paint)
\checkmark	Cost of rent, is 30% or more of overall income

- Were the application and all requested materials returned within the stated period of time?
- ☑ Did the applicant(s) accept the down-payment and closing-cost requirements of the affiliate?
- ✓ Are the applicant(s) willing to complete the required sweat-equity hours?

Applicant 14 Household Size: Name: Adults: Dependents: 2 0 Household AMI: 50% F **Total Annual Income** \$41,592 Bedroom Size **Current Housing Ratio:** Needed: 33% Habitat Mortgage Payment: \$1,040 2

Ability to Pay			
Does the household income fall between the income guidelines?	Yes	No	
Is the household's debt-to-income ratio less than 40%	Yes	No	
Are all household members U.S. Citizens or Permanent Residents?	Yes	No	
Have all applicants lived in El Paso County for a year prior to applying?	Yes	No	
Have all applicants had the same employer/income source for the past 24 months?	Yes	No	
Are all applicants first-time homebuyers?	Yes	No	
Have all judgements been fully satisfied?	Yes	No	N/A
Have all foreclosures, evictions or repossessions occurred prior to July 2018?	Yes	No	N/A
Have any bankruptcies been discharged prior to July 2019?	Yes	No	N/A
Have any pending divorces been finalized?	Yes	No	N/A
Do collection accounts total less than \$2,500?	Yes	No	N/A

Comments:

Applicants have twins under 1 year old. They have mold growing in the twins' room along with violence in their neighborhood. Father works and mom is in school full time. They have had someone try and kick their door down in the middle of the night as well as hearing guns shots consistently right next to their building. Unhoused encampment within .5 miles from their home. One of the daughters is struggling with adverse behaviors due to the lack of space and inability to safely be outside the apartment.

Current Housing Need (check ALL that apply)

	Are children of opposite genders or children more than five years apart sharing a room Are children sharing rooms with adults Temporary housing or homeless
\checkmark	Subsidized housing (government or nonprofit assistance)
	Accessiblity issues
	Structural integrity issues
\checkmark	Broken or missing windows or improper locks on windows/doors
	Heating, electrical or plumbing issues
\checkmark	Unsafe or crime-ridden neighborhood
	Unsuitable for human habitation (unsanitary or deteriorated)

Willingness to Partner

- Were the application and all requested materials returned within the stated period of time?
- Did the applicant(s) accept the down-payment and closing-cost requirements of the affiliate?
- ✓ Are the applicant(s) willing to complete the required sweat-equity hours?

Health risk (mold, asbestos, lead paint)
Cost of rent, is 30% or more of overall income

Name:	Applicant 15		Household Size:	2	
			Adults:	1	
			Dependents:	F	17
Household	AMI:	44%			
Total Annua	al Income	\$32,328	Bedroom Size		
Current Ho	using Ratio:	24%	Needed:		
Habitat Mo	rtgage Payment:	\$808	2		
		<u> </u>			

Ability to Pay			
Does the household income fall between the income guidelines?	Yes	No	
Is the household's debt-to-income ratio less than 40%	Yes	No	
Are all household members U.S. Citizens or Permanent Residents?	Yes	No	
Have all applicants lived in El Paso County for a year prior to applying?	Yes	No	
Have all applicants had the same employer/income source for the past 24 months?	Yes	No	
Are all applicants first-time homebuyers?	Yes	No	
Have all judgements been fully satisfied?	Yes	No	N/A
Have all foreclosures, evictions or repossessions occurred prior to July 2018?	Yes	No	N/A
Have any bankruptcies been discharged prior to July 2019?	Yes	No	N/A
Have any pending divorces been finalized?	Yes	No	N/A
Do collection accounts total less than \$2,500?	Yes	No	N/A

Comments:

Applicant lives in a single-wide mobile home owned by a family member who has left the state. The home has several soft spots on the floor big enough to fit your foot through located all over the house. She has single pane windows that don't insulate in the winter leading to extremely cold temperatures inside. Electric bill is expensive as they have to use space heaters in the winter and its still freezing. Water leak damage in all bedrooms and laundry room. Back door is deteriorating and does not open. This is not compliant with current building codes and standards. Extensive safety and health concerns for this property.

Current Housing Need (check ALL that apply)

	Are children of opposite genders or children more than five years apart sharing a room
	Are children sharing rooms with adults
	Temporary housing or homeless
	Subsidized housing (government or nonprofit assistance)
V	Accessiblity issues
\checkmark	Structural integrity issues
\checkmark	Broken or missing windows or improper locks on windows/doors
\checkmark	Heating, electrical or plumbing issues
	Unsafe or crime-ridden neighborhood
\checkmark	Unsuitable for human habitation (unsanitary or deteriorated)
\checkmark	Health risk (mold, asbestos, lead paint)
	Cost of rent, is 30% or more of overall income

- Were the application and all requested materials returned within the stated period of time?
- ☑ Did the applicant(s) accept the down-payment and closing-cost requirements of the affiliate?
- Are the applicant(s) willing to complete the required sweat-equity hours?

Name:	Applicant 16		Household Size:	2	
			Adults:	1	
			Dependents:	1	10
Household	AMI:	30%			
Total Annu	al Income	\$22,164	Bedroom Size		
Current Ho	ousing Ratio:	68%	Needed:		
Habitat Mo	rtgage Payment:	\$554	2		

Ability to Pay			
Does the household income fall between the income guidelines?	Yes	No	
Is the household's debt-to-income ratio less than 40%	Yes	No	
Are all household members U.S. Citizens or Permanent Residents?	Yes	No	
Have all applicants lived in El Paso County for a year prior to applying?	Yes	No	
Have all applicants had the same employer/income source for the past 24 months?	Yes	No	
Are all applicants first-time homebuyers?	Yes	No	
Have all judgements been fully satisfied?	Yes	No	N/A
Have all foreclosures, evictions or repossessions occurred prior to July 2018?	Yes	No	N/A
Have any bankruptcies been discharged prior to July 2019?	Yes	No	N/A
Have any pending divorces been finalized?	Yes	No	N/A
Do collection accounts total less than \$2,500?	Yes	No	N/A

Comments:

Applicant has lived in current apartment complex for 5 years, she recently moved to a newly renovated unit when renewing her lease which increased her rent \$300. Upon moving in she noticed that the "repairs and upgrades" made to the unit were very poorly completed. The day applicant moved in there was a water leak in her bedroom. Landlord has not mitigated issue and mold is now growing covering an entire closet she keeps boarded off. Applicants daughter has a genetic disease which causes her to be legally blind and deaf, her conditions is exacerbated by mold in the air. Heating also does not work in childs room locks on windows are inadquate.

Current Housing Need (check ALL that apply)

- Are children of opposite genders or children more than five years apart sharing a roomAre children sharing rooms with adults
- ☐ Temporary housing or homeless
- ☐ Subsidized housing (government or nonprofit assistance)
- Accessiblity issues
- ☑ Structural integrity issues
- ☑ Broken or missing windows or improper locks on windows/doors
- Heating, electrical or plumbing issues
- Unsafe or crime-ridden neighborhood
- ☐ Unsuitable for human habitation (unsanitary or deteriorated)
- ☑ Health risk (mold, asbestos, lead paint)
- ☑ Cost of rent, is 30% or more of overall income

- Were the application and all requested materials returned within the stated period of time?
- Did the applicant(s) accept the down-payment and closing-cost requirements of the affiliate?
- ☑ Are the applicant(s) willing to complete the required sweat-equity hours?

Applicant 17 Household Size: Name: Adults: Dependents: 12 Household AMI: 41% m **Total Annual Income** \$34,308 Bedroom Size **Current Housing Ratio:** 15% Needed: Habitat Mortgage Payment: \$858 3

Ability to Pay			
Does the household income fall between the income guidelines?	Yes	No	
Is the household's debt-to-income ratio less than 40%	Yes	No	
Are all household members U.S. Citizens or Permanent Residents?	Yes	No	
Have all applicants lived in El Paso County for a year prior to applying?	Yes	No	
Have all applicants had the same employer/income source for the past 24 months?	Yes	No	
Are all applicants first-time homebuyers?	Yes	No	
Have all judgements been fully satisfied?	Yes	No	N/A
Have all foreclosures, evictions or repossessions occurred prior to July 2018?	Yes	No	N/A
Have any bankruptcies been discharged prior to July 2019?	Yes	No	N/A
Have any pending divorces been finalized?	Yes	No	N/A
Do collection accounts total less than \$2,500?	Yes	No	N/A

Comments:

Applicant is recently divorced living in the home owned by her ex husband that shes lived in for 21 years. Deteriorating structural conditions as the ex husband refuses to maintain general upkeep for the home and will not fix current safety and health hazards. Roots have grown into underground plumbing. Electricity only works in some rooms. She uses a lamp with an extension cord for light in the kitchen and bathroom. She has been ordered in the final divorce to vacate as soon as possible. Extremely high crime 3,541 reports for the year. The home has been broken into client has tried to mitigate all issues to the best of her ability.

Current Housing Need (check ALL that apply)

	Are children of opposite genders or children more than five years apart sharing a room
	3
	Temporary housing or homeless
	Subsidized housing (government or nonprofit assistance)
	Accessiblity issues
\checkmark	Structural integrity issues
\checkmark	Broken or missing windows or improper locks on windows/doors
\checkmark	Heating, electrical or plumbing issues
$\overline{\mathbf{V}}$	Unsafe or crime-ridden neighborhood
	Unsuitable for human habitation (unsanitary or deteriorated)
	Health risk (mold, asbestos, lead paint)

Willingness to Partner

- Were the application and all requested materials returned within the stated period of time?
- ☑ Did the applicant(s) accept the down-payment and closing-cost requirements of the affiliate?
- Are the applicant(s) willing to complete the required sweat-equity hours?

☐ Cost of rent, is 30% or more of overall income

Name:	Applicant 19		Household Size:	2	
			Adults:	1	
			Dependents:	M	5
Household A	AMI:	61%]		
Total Annua	l Income	\$44,892	Bedroom Size		
Current Hou	sing Ratio:	30%	Needed:		
Habitat Mort	gage Payment:	\$1,122	2		
		•	_		

Ability to Pay			
Does the household income fall between the income guidelines?	Yes	No	
Is the household's debt-to-income ratio less than 40%	Yes	No	
Are all household members U.S. Citizens or Permanent Residents?	Yes	No	
Have all applicants lived in El Paso County for a year prior to applying?	Yes	No	
Have all applicants had the same employer/income source for the past 24 months?	Yes	No	
Are all applicants first-time homebuyers?	Yes	No	
Have all judgements been fully satisfied?	Yes	No	N/A
Have all foreclosures, evictions or repossessions occurred prior to July 2018?	Yes	No	N/A
Have any bankruptcies been discharged prior to July 2019?	Yes	No	N/A
Have any pending divorces been finalized?	Yes	No	N/A
Do collection accounts total less than \$2,500?	Yes	No	N/A

Comments:

Applicant currently is overcrowded sharing a one bedroom apartment with her son. Applicant was unhoused for her son's first 3 years of life. She has worked her to stability from being unhoused to getting off the streets and into a home. Currently living in a significantly high crime area and mold visually present on the living room window sill and bathroom. Water Utility had been shut off without prior notice for over a week.

Current Housing Need (check ALL that apply)

	Are children of opposite genders or children more than five years apart sharing a room Are children sharing rooms with adults
	Temporary housing or homeless
	Subsidized housing (government or nonprofit assistance)
	Accessiblity issues
	Structural integrity issues
	Broken or missing windows or improper locks on windows/doors
	Heating, electrical or plumbing issues
\checkmark	Unsafe or crime-ridden neighborhood
	Unsuitable for human habitation (unsanitary or deteriorated)
\checkmark	Health risk (mold, asbestos, lead paint)
	Cost of rent, is 35% or more of overall income

- Were the application and all requested materials returned within the stated period of time?
- ☑ Did the applicant(s) accept the down-payment and closing-cost requirements of the affiliate?
- Are the applicant(s) willing to complete the required sweat-equity hours?

Applicant 21 Household Size: Name: Adults: Dependents: 12 Household AMI: 71% 78 **Total Annual Income** \$65,448 Bedroom Size **Current Housing Ratio:** Needed: Habitat Mortgage Payment: 4 \$1,636

Ability to Pay			
Does the household income fall between the income guidelines?	Yes	No	
Is the household's debt-to-income ratio less than 40%	Yes	No	
Are all household members U.S. Citizens or Permanent Residents?	Yes	No	
Have all applicants lived in El Paso County for a year prior to applying?	Yes	No	
Have all applicants had the same employer/income source for the past 24 months?	Yes	No	
Are all applicants first-time homebuyers?	Yes	No	
Have all judgements been fully satisfied?	Yes	No	N/A
Have all foreclosures, evictions or repossessions occurred prior to July 2018?	Yes	No	N/A
Have any bankruptcies been discharged prior to July 2019?	Yes	No	N/A
Have any pending divorces been finalized?	Yes	No	N/A
Do collection accounts total less than \$2,500?	Yes	No	N/A

Comments:

Applicants are survivors of the hurricane in Puerto Rico. They lost everything they owned, clothes, car, home; there was nothing salvageable. They moved to the mainland and shared a 1 bedroom apartment. They since moved to their current apartment and have been living there for 2 years. There is a substantial amount of crime in the apartment complex that backs up to Citidel Mall. Unhoused are sleeping in common areas, stalking and stealing from the residents. The family's car has been stolen 3 times in the 2 years they have lived there. In the winter the outside loiterers are brazen and will walk right up to cars warming up, even while sitting they are inside as it warms up.

Current Housing Need (check ALL that apply)

X	Are children of opposite genders or children more than five years apart sharing a room Are children sharing rooms with adults Temporary housing or homeless
	Subsidized housing (government or nonprofit assistance)
X	Accessiblity issues
	Structural integrity issues
X	Broken or missing windows or improper locks on windows/doors
	Heating, electrical or plumbing issues
X	Unsafe or crime-ridden neighborhood

- ☐ Unsuitable for human habitation (unsanitary or deteriorated)
- ☐ Health risk (mold, asbestos, lead paint)
- ☑ Cost of rent, is 30% or more of overall income

- Were the application and all requested materials returned within the stated period of time?
- Did the applicant(s) accept the down-payment and closing-cost requirements of the affiliate?
- Are the applicant(s) willing to complete the required sweat-equity hours?

AMENDED AND RESTATED

Adopted 8/1/1994 Amended 8/1/2004 Amended 12/4/2006 Amended 8/1/2011 Amended 6/6/2016 Amended 8/6/2018 Draft Amendment May 2023

BYLAWS

OF

PIKES PEAK HABITAT FOR HUMANITY, INC.

AMENDED AND RESTATED

BYLAWS

OF

PIKES PEAK HABITAT FOR HUMANITY, INC.

THESE BYLAWS (these "*Bylaws*") are made as of the 6th day of August, 2018, by the party signing this Agreement on the signature page attached hereto, as the Secretary of Pikes Peak Habitat for Humanity, Inc., a Colorado non-profit corporation (the "*Corporation*").

ARTICLE I OFFICES

The principal office of the Corporation shall be located at 2802 N. Prospect Street, Colorado Springs, Colorado 80907. The Board of Directors may from time to time designate another location as the principal office. The Corporation may have such other offices, either within or outside Colorado, as the Board of Directors may designate from time to time. The Corporation shall continuously maintain in Colorado a registered agent and a registered office.

ARTICLE II MEMBERS AND DIRECTORS

Section 1. *Designation*. The Corporation shall be managed by a Board of Directors, who shall each have one (1) vote in the conduct of the affairs of the Corporation. There shall not be any members of the Corporation.

The provisions for the appointment or election of Directors, the term of office thereof, and the provisions for meetings of Directors shall be as hereafter set forth in Article III relating to Directors.

- **Section 2.** *Property Interest of Directors*. No Director of the Corporation shall have any right, title, or interest in or to any real or personal property or other assets of the Corporation during its existence, or upon the dissolution of the Corporation.
- **Section 3.** *Non-Liability for Debts.* The private property of the Directors shall be exempt from execution or other liability for any debts of the Corporation and no Director shall be liable or responsible for the debts or liabilities of the Corporation.

ARTICLE III BOARD OF DIRECTORS

Section 1. *General Powers*. The business and affairs of the Corporation shall be managed by its Board of Directors, except as otherwise provided by law or by the Articles of Incorporation.

- Section 2. Performance of Duties. A director of the Corporation shall perform his or her duties as a director, including his or her duties as a member of any committee of the Board of Directors upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his or her duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in paragraphs i, ii and iii of this Section 2; but he or she shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs his or her duties shall not have any liability by reason of being or having been a director of the Corporation. Those persons and groups whose information, opinions, reports, and statements a director is entitled to rely upon are:
- (i) One or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent in the matters presented;
- (ii) Counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such persons' professional or expert competence; or
- (iii) A committee of the Board of Directors upon which he or she does not serve, which committee the director reasonably believes merits confidence.

Section 3. Number, Election, Tenure; Qualifications; Removal.

- (i) *Number*. The number of directors of the Corporation shall be fixed from time to time by the Board of Directors, provided that the number of directors shall not be less than six (6) nor more than eighteen (18). Within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors.
- (ii) *Election*. Directors shall be elected by the affirmative vote of a majority of the directors at each annual meeting of the Board of Directors.
- (iii) *Tenure*. Each director shall serve for a term of two (2) years from fiscal year July 1 through June 30. Each director's term shall commence upon his or her election at the June annual meeting and fulfilling qualification. Each director's term shall be deemed to expire on the date of the applicable annual meeting of the Board of Directors, upon the election and qualification of his or her successor. No director shall serve more than three (3) consecutive two (2)-year terms. A director who has served three (3) consecutive two (2)-year terms may not be elected again to serve as a director until not less than two (2) years have passed since the end of the third such term.
- (iv) *Qualifications*. Directors need not be residents of the State of Colorado. No director shall be a paid staff member of the Corporation or of any organization receiving financial support from the Corporation. Additionally, each director shall:
 - (a) Have a commitment to the mission and goals of the Corporation;

- (b) Be willing to sign the covenant of support for the purposes and objectives of Habitat for Humanity;
 - (c) Be willing and able to contribute financially to the Corporation;
- (d) Be willing to commit the time and effort necessary to achieve the mission and goals of the Corporation; and
- (e) Be twenty-one (21) years of age or older at the time of his or her election;
 - (f) Has served on at least one committee for one year prior to nomination and election to the board of directors, and is in good standing, including attending 90% of annual committee meetings and actively participating by having reviewed materials presented prior to any meeting.
- (v) *Removal*. Directors shall be removable in the manner provided by the Colorado Revised Nonprofit Corporation Act.
- **Section 4.** *Regular Meetings*. The annual meeting of the Board of Directors shall be held at during the last quarter of each fiscal year of the Corporation or at such other time as the Board of Directors may determine, for the purpose of electing directors and officers and the transaction of such other business as may come before the meeting. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.
- **Section 5. Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the president or any two (2) directors. If there are two or fewer directors, any director may call a special meeting of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.
- **Section 6.** *Notice*. Reasonable notice of any special meeting (which need not in any event exceed two (2) days) shall be given by mail, e-mail, telecopy, or telephone to each director at his or her last known business or residence address. If mailed, such notice is effective at the earliest of: (i) the date received; or (ii) five days after mailing. If notice is given by e-mail, such notice shall be deemed to be given when the e-mail is shown as delivered to the receiving party. If notice is given by telecopy, such notice shall be deemed given when sent if the sending telecopier receives automatic notice the telecopy has been received, otherwise such notice shall be deemed given when received by the receiving telecopier. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the meeting because it is not lawfully called or convened. Except as required by law, the purpose of any regular or special meeting of the Board of Directors need not be specified in the notice of such meeting.
- **Section 7. Quorum and Manner of Acting.** A majority of the number of directors fixed in accordance with Section 3 of this Article III shall constitute a quorum of the Board of

Directors and, except as otherwise required by law or by the Articles of Incorporation, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If less than a quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. Voting by proxy shall not be allowed.

Section 8. *Presumption of Assent.* A director of the Corporation who is present at a meeting of the Board of Directors when action is taken is deemed to have assented to all action taken at the meeting unless his or her dissent as to a specific action shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent as to a specific action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Corporation within five (5) days after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 9. *Committees*.

- (i) Formation. The Board of Directors shall, by resolution adopted by a majority of the number of directors fixed in accordance with Section 3 of this Article III, designate from among its members the following committees: (a) Executive Committee, (b) Resource Development Committee, (c) Finance Committee, (d) Family Selection & Services Committee, (e) Construction Committee, (f) Faith Relations Committee, (g) Governance Committee, and (h) ReStore Committee. The standing committees set forth in the foregoing sentence shall have the composition, powers and duties set forth in Article IV, below. The Board of Directors may, by resolution adopted by a majority of the number of directors fixed in accordance with Section 3 of this Article III, designate from among its members one or more other committees. The president shall be an ex-officio member of all committees.
- (ii) Authority. Each committee may, to the extent provided in these Bylaws or in the resolution of the Board of Directors forming such committee, and except as may be limited by statute, exercise any of the authority of the Board of Directors. Such delegation of authority shall not relieve the Board of Directors or any member thereof from any responsibility imposed by law.
- (iii) *Meetings; Notice*. Regular meetings of any such committee may be held without notice at such times and places as the committee may fix from time to time by resolution. Special meetings of any such committee may be called by any member thereof upon not less than one day's notice stating the place, date and hour of the meeting, such notice may be given by mail, e-mail, telecopy, or telephone to each director.
- (iv) Classifications; Reporting. The following committees shall be "Governance Committees": (a) Executive Committee, (b) Governance Committee, and (c) Finance Committee. Each Governance Committee shall report directly to the Board of Directors and shall receive direction from the Board of Directors. The following committees shall be "Operational Committees": (A) Resource Development Committee, (B) Family Selection & Services Committee, (C) Construction Committee, (D) Faith Relations Committee, and (E) ReStore Committee. Each Operational Committee shall report directly to the chief executive

officer of the Corporation and shall receive direction from the chief executive officer of the Corporation. Notwithstanding the foregoing, (I) each Operational Committee shall regularly report its activities to the Board of Directors and (II) each member of an Operational Committee shall comply with all of his or her duties and responsibilities as a director in conducting all of his or her activities as a member of such Operational Committee.

- **Section 10.** *Meetings by Telecommunication*. Any director may participate in a regular or special meeting by, or the Board of Directors or any committee may conduct the meeting through the use of, any means of communication by which all directors participating may hear each other during the meeting; provided that each director participating by such means is positively identified. A director participating in a meeting by such means shall be deemed to be present in person at the meeting.
- Section 11. Informal Action by Directors. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee thereof may be taken without a meeting if a consent in writing, or counterparts thereof, setting forth the action so taken, shall be signed by a majority of the directors, or a majority of the committee members, entitled to vote with respect to the subject matter thereof. Email may constitute written consent. Such written consent shall be inserted in the minutes of the Board of Directors or committee as if it were the minutes of a Board of Directors or committee meeting. Prompt notice of the taking of an action without a meeting by less than unanimous written consent shall be given to those directors who have not consented in writing.
- **Section 12.** *Resignation and Vacancies*. Any director may resign at any time by giving written notice to the president or secretary of the Corporation. Such resignation shall take effect when the notice is received by the Corporation unless the notice specifies a later effective date; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If a vacancy occurs in the Board of Directors, the remaining directors, even if less than a majority, may elect a successor director. Any directorship to be filled by reason of an increase in the number of directors shall be filled by the affirmative vote of a majority of the directors then in office at a regular meeting or at a special meeting called for that purpose. A director chosen to fill a vacancy or a newly created directorship shall hold office until his or her successor is elected, qualified and commences his or her term; or until such director's earlier death, incapacity, resignation or removal.
- **Section 13.** *Compensation*. Each director shall serve without compensation; provided, however that the Board of Directors may authorize the Corporation to reimburse a director for expenses actually incurred by the director in the performance of his or her duties as a director.
- **Section 14.** *Duties of Directors*. Each director is expected to perform the following duties to the best of his or her ability:
- (i) Regularly attend and participate in meetings of the Board of Directors and in an annual retreat;
- (ii) Provide support to the staff of the Corporation in the execution of their duties;

- (iii) Be an emissary of the Corporation in the community;
- (iv) Regularly participate in fundraising activities and events of the Corporation; and
- (v) Perform or provide support to tasks as from time to time may be requested by the president.

ARTICLE IV STANDING COMMITTEES

- Section 1. Executive Committee. The executive committee of the Corporation will be comprised of the president, vice president, secretary, and treasurer and up to three (3) additional directors. Committee members must be in good standing having attended 90% of the annual board meetings and financially supporting the organization and its mission for one year prior to nomination and election to the Executive Committee. The president must serve for one year on the executive committee and the board prior to nomination and election as president. President, or the president's designee shall serve as the chairperson of the executive committee. The executive committee shall coordinate activities of the Corporation and focus issues for action by the Board of Directors. In addition, the executive committee shall:
- (i) oversee the implementation and administration of policies and procedures relating to volunteers and employees of the Corporation; and
- (ii) (a) coordinate the strategic and long-range planning activities of the Corporation; and, (b) monitor and evaluate the performance of the Corporation with respect to the achievement of its mission, purposes, and goals.
- **Section 2.** Resource Development Committee. This committee creates fundraising strategies and works with the Corporation's staff to publicize, plan and conduct fundraising activities and events.
- **Section 3.** *Finance Committee*. This committee maintains the financial records, handles proper recording of donor contributions and pledges, ReStore revenue and expenses, and oversees the mortgage origination and servicing processes for the Corporation. This committee is responsible for preparing a yearly budget for the Corporation and recommends and provides oversight of financial policies, generates financial reports, and works with the Resource Development Committee and ReStore Committee to secure funds. The treasurer is the chairperson of this committee.
- **Section 4.** Family Selection & Services Committee. This committee drafts family selection criteria for Board of Directors approval, develops application and other related forms, holds public meetings to inform applicants about the selection process and qualifications, evaluates applicants, and recommends families to the Board of Directors for approval as prospective homeowners and repair program participants. This committee also provides new homeowners with information about the process of becoming a homeowner, budgeting,

construction choices, media interviews, keeping track of sweat equity hours, and the fundamentals of homeownership.

- **Section 5.** *Construction Committee.* This committee supports planning and scheduling the actual construction/rehabilitation and design of homes and the building of each home and coordinates donations of time and materials. With input from the Site Selection ad hoc committee and Finance Committee, it oversees the acquisition and development of lots
- **Section 6.** *Faith Relations Committee*. This committee provides a link between the Corporation and covenant and faith institutions. It fosters and maintains the relationships with existing faith partners and it constantly seeks out new faith relationships and provides help to them with becoming partners in the mission of the Corporation.
- **Section 7.** *Governance Committee*. This committee shall determine the priorities for Board of Directors composition, identify and recruit prospective directors and present a slate of nominees for election as directors at the annual meeting. Committee responsibilities also include, organizing ongoing education for the entire Board of Directors, and overseeing Board of Directors evaluation activities. This committee shall also present a slate of nominees for election as officers of the Corporation.
- **Section 8.** *ReStore Committee*. This committee coordinates the finances and operations of the Pikes Peak Habitat ReStore(s) in partnership with the Finance Committee. It is responsible for developing a yearly ReStore budget, a ReStore strategic plan, and ReStore operation policies and procedures and presenting these to the Board of Directors for ratification.

ARTICLE V OFFICERS

- **Section 1.** *Officers*. The officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer. The officers shall be natural persons twenty-one years of age or older. Any two or more offices may be held by the same person. These officers shall be elected annually at the annual meeting of the Board of Directors. Each officer shall hold office until the first of the following to occur: the time at which his or her successor shall have been duly elected and shall have qualified; his or her death or incapacity; or the time at which his or her resignation or removal is effective. Unless otherwise determined by the Board of Directors, officers of the Corporation shall serve without compensation.
- **Section 2.** *Resignation, Removal and Vacancies*. An officer may resign at any time by giving written notice of resignation to the Corporation. The resignation is effective when the notice is received by the Corporation unless the notice specifies a later effective date. Any officer may be removed by the Board of Directors, or by the executive committee, or by another officer if so specified in these Bylaws or by the Board of Directors, whenever in his, her or its judgment the best interests of the Corporation will be served thereby.
- **Section 3.** *President*. Subject to the control of the Board of Directors, the president shall supervise and control the management of the Corporation in accordance with these bylaws. The president may sign, with the secretary, or any other proper officer of the Corporation so

authorized by the Board of Directors, any deeds, leases, mortgages, bonds, contracts, or other instruments which lawfully may be executed on behalf of the Corporation, except where signing thereof expressly shall be delegated by the Board of Directors to some other officer or agent of the Corporation, or where required by law to be otherwise signed. The president shall serve as the chairperson of the Board of Directors and shall preside at all meetings of the Board of Directors. The president shall, in general, perform all duties incident to the office of president and such other duties as may be prescribed from time to time by the Board of Directors.

Section 4. *Vice President*. In the absence of the president, or in the event of the death, inability or refusal to act of the president, the vice president, unless otherwise determined by the Board of Directors, shall perform the duties of the president and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the president. The vice president shall perform such other duties as may be assigned from time to time by the president or the Board of Directors.

Section 5. *Secretary*. The secretary shall (i) prepare and maintain as permanent records the minutes of the proceedings of the Board of Directors, a record of all actions taken by the Board of Directors without a meeting, a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation, and a record of all waivers of notice of meetings of the Board of Directors or any committee thereof and (ii) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the president or the Board of Directors. The Board of Directors and any committee may designate a person other than the secretary or an assistant secretary to keep the minutes of their respective meetings.

Section 6. *Treasurer*. The treasurer shall (i) have custody of, and when proper may pay out, disburse or otherwise dispose of, all funds and securities of the Corporation which may have come into his or her hands; (ii) receive and give receipts for moneys due and payable to the Corporation, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositaries as shall be selected by the Board of Directors; (iii) enter or cause to be entered regularly in the books of the Corporation kept for that purpose full and accurate accounts of all moneys received or paid or otherwise disposed of by him or her; and (iv) in general perform all duties incident to the office of treasurer and such other duties as may be assigned to him or her from time to time by the Board of Directors or the president.

Section 7. Additional Officers. The Corporation may have such other officers, including, but not limited to, one or more additional vice-presidents, assistant treasurers, assistant secretaries, and immediate past president as the Board of Directors may from time to time deem advisable. Unless otherwise specified by the Board of Directors, all such officers shall be elected and shall hold office in accordance with Section 1 of this Article V. Such officers shall perform all the duties normally incident to their offices and shall perform such other duties as may be assigned from time to time by the Board of Directors or the president.

ARTICLE VI CHECKS AND DEPOSITS

- **Section 1.** *Checks, Drafts, Etc.* All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by the chief executive officer of the Corporation or such officer or officers, agent or agents or the Corporation as shall from time to time be determined by resolution of the Board of Directors, in each case, in such manner as shall be determined by resolution of the Board of Directors.
- **Section 2.** *Deposits*. All funds of the Corporation not otherwise employed may be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI INDEMNIFICATION

- **Section 4.** *Directors and Officers*. The Corporation shall indemnify directors and officers of the Corporation in their capacities as directors and officers pursuant to the procedures set forth in, and to the fullest extent authorized by, Colorado law as the same exists or may hereafter be amended. The right to indemnification provided herein shall be a contract right and shall include the right to be paid by the Corporation in accordance with Colorado law for expenses incurred in advance of any proceeding's final disposition.
- **Section 5.** *Insurance*. The Corporation may purchase and maintain insurance for itself and on behalf of any person who is or was a director or officer of the Corporation or who, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of another foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise, other person, or employee benefit plan against any liability asserted against or incurred by him or her in any such capacity or arising from his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability.
- **Section 6.** *Non-Exclusivity of Rights*. The foregoing rights of indemnification and insurance shall not be exclusive of, or in any manner limit, other rights to which any director or officer may be entitled as a matter of law, or to the extent not prohibited by law, by a contract approved by the Board of Directors.

ARTICLE VII MISCELLANEOUS

Section 1. *Waiver of Notice*. Whenever notice is required by law, by the Articles of Incorporation or by these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before, at or after the time stated therein, shall be deemed the equivalent of giving such notice.

- **Section 2. Seal.** The corporate seal of the Corporation shall be in such form as the Board of Directors shall prescribe. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.
- **Section 3.** *Fiscal Year*. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of the next June, unless otherwise determined by resolution of the Board of Directors.
- **Section 4.** Amendments. The Bylaws may be altered, amended or repealed by the vote of two-thirds (2/3) of the Board of Directors at any regular meeting of the Board of Directors or at any special meeting called for this purpose, provided a quorum is present.
- **Section 5.** *No Loans to or Guarantees for Directors.* The Corporation may not lend money to or guarantee the obligation of a director or officer of the Corporation, but the borrower shall remain liable for any loan or guarantee made in violation of this section.
- **Section 6.** Audit. An audit of the records of the Board of Directors shall be performed not less often than once every two (2) years.
- Section 7. *Dissolution*. In the event of the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all of the assets of the Corporation directly to Habitat for Humanity, Inc.; provided, however that, if, at the time of such dissolution, Habitat for Humanity, Inc. (i) does not exist, (ii) is not an organization qualified as exempt under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (the "*Code*"), contributions to which are deductible under section 170(c)(2) of the Code, or (iii) has, in the determination of the Board of Directors significantly deviated from its mission as construed as of the date these Bylaws were adopted, then all assets remaining after paying or making provision for the payment of all liabilities of the Corporation shall be conveyed or distributed only to an organization or organizations created and operated for nonprofit purposes similar to those of the Corporation and qualified as exempt under section 501(c)(3) of the Code, contributions to which are deductible under section 170(c)(2) of the Code, which organization shall be designated by the Board of Directors of the Corporation consistent with the purposes of the Corporation.

CERTIFICATE

	I hereby certify that the foregoing Bylaws, consisting of twelve (12) pages,	including this
page,	constitute the Amended and Restated Bylaws of Pikes Peak Habitat for Hi	umanity, Inc.,
adopte	ed by the Corporation as of <mark>the <u>6th</u> day of <u>August, 2018</u>.</mark>	

Janna Mulder, PPHFH Secretary,



RESOLUTION 2023-002

THE GOVERNING BOARD OF PIKES PEAK HABITAT FOR HUMANITY INC, (THE COMPANY) A COLORADO NONPROFIT CORPORATION, ADOPTS THE FOLLOWING RESOLUTION

WHEREAS, the Board of Directors of Pikes Peak Habitat for Humanity is authorizing the sale of:

876 Bidwell Dr., Colorado Springs, CO- closed on 7/10/2023
860 Bidwell Dr., Colorado Springs, CO- estimated closing on 11/7/2023
5337 Kingscote Dr., Colorado Springs, CO - estimated closing 12/12/2023

NOW THEREFORE BE IT RESOLVED, the Board of Directors hereby authorize either Eric Stolp, President or, Joe DesJardin, Vice President or Kristina J. Lewis, Executive Director/CEO to sign any and all documents necessary to complete the closing of the sale of this property including as Deed.

IN WITNESS WHEREOF, the uncontrol Date, August 7, 2023	dersigned has executed this Resolution with the Effective
	PIKES PEAK FOR HUMANITY, INC.
	A Colorado nonprofit corporation,
	By:

The foregoing instrument was acknowledged before me this 2nd day of August 2023, by Joe DesJardin.

WITNESS my hand and official seal.

My commission expires: 18 Poeu audo

Karia Fanelli Probert NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20224015320 MY COMMISSION EXPIRES April 18, 2026

Anti-Money Laundering Policy

GLOSSARY

AML Anti-Money Laundering

BSA Bank Secrecy Act

FinCEN Financial Crimes Enforcement Network (U.S. Treasury Dept.)

OFAC Office of Foreign Assets Control (U.S. Treasury Dept.)

RMLO Residential Mortgage Lenders and Originators

SAR Suspicious Activity Report

SDN Specifically Designated Nationals and Blocked Persons List

1. Introduction

PIKES PEAK HABITAT FOR HUMANITY ("Habitat") is committed to a comprehensive anti-money laundering ("AML") program. It is the policy of Habitat to comply fully and completely with all applicable governmental requirements that have been designed to prohibit and prevent both actual and potential money laundering, as well as other activities that facilitate money laundering and the funding of terrorists and/or other criminal activity, including mortgage fraud.

Habitat intends that these AML Policy and Program Procedures ("the Policy") will be reviewed at least annually and updated from time to time as necessary to keep up with changes in applicable law and changes in Habitat's operations. The Policy is intended to be supplemented by training of all Habitat's non-construction employees and any volunteers who perform administrative duties ("designated volunteers"). The Policy is solely for the use of, and is binding upon, Habitat's employees and designated volunteers. Willful or grossly negligent failure of an employee or designated volunteer to follow this AML Policy and Program Procedures Policy and such additional procedures as shall be issued to implement this Policy may be grounds for discipline, up to and including termination, and may in certain circumstances expose the employee or designated volunteer to criminal prosecution, fine, and/or imprisonment.

2. Money Laundering, Terrorist Financing and Mortgage Fraud

2.1 Money Laundering

"Money laundering" is generally defined as engaging in acts designed to conceal or disguise the nature, control, or true origin of criminally derived proceeds so that those proceeds appear to have been derived from legitimate activities or origins or otherwise constitute legitimate assets. Generally, money laundering occurs in three stages:

2.1.1 Stage 1 - Placement: Cash generated from criminal activities is "placed" in the financial system or the retail economy, often by converting the cash into monetary instruments, such as money orders or securities or investing it in real estate, commodities, or high-end consumer products (e.g., automobiles, boats, jewelry). Illegally obtained money is most vulnerable during the "placement" stage, because, over the years, regulators and law enforcement authorities have imposed a variety of reporting requirements and have required financial institutions, including residential mortgage lenders and originators ("RMLOs"), to train their employees to look for suspicious transactions.

To disguise the placement of unlawful funds, money launderers will often use a technique called "**Structuring**." Structuring involves the breaking up of a transaction that would normally have to be recorded or reported

- into smaller transactions at dollar amounts below the recording/reporting thresholds.
- 2.1.2 **Stage 2 Layering:** Funds are transferred or moved into other financial institutions to further separate the money from its criminal origin.
- 2.1.3 **Stage 3 Integration:** Funds are reintroduced into the financial system and then integrated into the economy by purchasing legitimate assets or funding legitimate businesses or other criminal activities.

2.2 Terrorist Financing

Unlike money laundering, terrorist financing is typically motivated by ideological, rather than profit-seeking concerns, and often may not involve the proceeds of criminal conduct. Money laundering is frequently an important component of terrorist financing, and the methods used are often similar or identical to those used by money launderers. Large sums are not necessarily involved, and the original funds may well be legitimate rather than illegally obtained. The goal of terrorist financing is to establish flexible and mobile sources of funding for the purchase of products and services that will be used to further or commit terrorist acts.

2.3 Mortgage Fraud

Mortgage fraud is a crime in which the intent is to materially misrepresent or omit information on a mortgage loan application to obtain a loan or to obtain a larger loan, or a loan on different terms, than would have been obtained had the lender or borrower known the truth. Lenders or borrowers involved in mortgage fraud engage in conduct including the following: providing false financial information in the mortgage loan application, providing false information regarding occupancy, using nominees for the purchase of the property, falsifying documents (such as tax returns and verifications of income or deposits) and failing to disclose material information.

Government officials are increasingly focusing on mortgage fraud, and concerns regarding mortgage fraud contributed to the expansion of AML program requirements to RMLOs such as Habitat. The detection and prevention of mortgage fraud are important goals of Habitat's AML program.

3 AML Compliance Officer Designation and Duties

3.1 Designation of Compliance Officer

As required under the Bank Secrecy Act ("BSA") (1970), the USA PATRIOT Act (2001), and FinCEN's Anti-Money Laundering ("AML") Program and Suspicious Activity Report Filing Requirements for Residential Mortgage Lenders and Originators, Habitat hereby designates an AML Compliance Officer (the "Compliance Officer") for Habitat. The Compliance Officer, or any of his or her authorized designees (hereinafter, a "Designee"), is responsible for ensuring (1) Habitat's ongoing compliance with all state and federal AML laws, including monitoring

compliance by the Habitat's employees and designated volunteers with their obligations under Habitat's AML program; (2) that Habitat's AML Program is updated as necessary; and (3) that all non-construction employees and designated volunteers receive training on AML requirements before conducting business on behalf of Habitat and, thereafter, on an ongoing basis as needed.

The Compliance Officer will report directly to The PPHFH Board of Directors.

PIKES PEAK HABITAT FOR HUMANITY 2802 N. Prospect Street, Colorado Springs, CO 80907

DESIGNATION OF AML COMPLIANCE OFFICER

Compliance Officer: Kristina J. Lewis, Executive Director

Date: November 2, 2015

Approved by PPHFH Board of Directors

om Scott, PPHFH Board Secretary

3.2 Compliance Officer Duties and Responsibilities

The duties and responsibilities of the Compliance Officer include, but are not limited to, the following:

- Maintain a thorough knowledge of all state and federal statutes pertaining to antimoney laundering with respect to Habitat's operations, including OFAC requirements and detecting and addressing Red Flags and SAR requirements.
- Supervise the development and periodic updating of policies and procedures related to compliance with all applicable federal and state statutes regarding antimoney laundering and related requirements.
- Supervise the execution of an AML/BSA/OFAC risk assessment within a regular
 18 month cycle and more frequently if circumstances dictate.
- Schedule and coordinate annual employee training seminars regarding antimoney laundering and related requirements.

- Supervise the development of training procedures to ensure compliance with the applicable state and federal statutes regarding anti-money laundering and related requirements.
- Supervise the proper completion, timely submission, and complete and accurate recordkeeping with respect to government filings pertaining to anti-money laundering and related requirements, including but not limited to Suspicious Activity Reports ("SARs"), which are filed with FinCEN.
- Serve as liaison with law enforcement and regulatory agencies regarding matters of compliance/examinations/reports pertaining to anti-money laundering and related requirements.
- Supervise the monitoring of statutory examinations conducted by any government agency pertaining to anti-money laundering and related requirements.
- Supervise the maintenance of a record related to any documents requested by law enforcement and/or regulatory agencies pursuant to subpoena, summons, or other administrative or court documents pertaining to anti-money laundering or related requirements.
- Cooperate with periodic Independent Audits of the AML program (see Section X below).

4 Risk Assessment

The development and implementation of an effective AML Program must be based on a risk assessment. For this reason, Habitat is required to conduct an AML/BSA/OFAC risk assessment of its business, customers, products, and the geographic location in which it operates, in accordance with a standard risk assessment methodology.

The Compliance Officer must determine the AML vulnerabilities of Habitat's products/services, the AML risks associated with the geographies in which it operates, and the AML risks of the customers with whom it deals. The Compliance Officer must also assess the effectiveness of Habitat's controls to manage and mitigate the AML risks. The selection of risk categories and the weights given to risk categories in a money laundering risk assessment vary depending on the circumstances.

In order to provide a framework for identifying AML risks, the Compliance Officer shall conduct a money laundering risk assessment by first determining inherent money laundering risk, then reviewing mitigating controls, and in consideration of the inherent risk and mitigating controls, determine the overall residual money laundering risk. The results of the risk assessment and any recommendations for control improvements must be provided to senior management for review and approval. Results of the money laundering risk assessment, the

methodology, the analysis, and any supporting documentation of each will be maintained for at least three years.

Habitat's money laundering risk assessments must be updated on a regular basis, generally at least every 18 months. Habitat's AML/BSA/OFAC risk assessment must also be updated whenever material changes occur to products, services, customers or geographies that would materially impact the risk assessment. Any new product or sales activity or new line of business must undergo an AML risk assessment as described in this Section.

5 Checking Office of Foreign Assets Control ("OFAC") Lists

Habitat must comply with Office of Foreign Assets Control ("OFAC") regulations, which prohibit transactions involving certain individuals, entities, or countries that are subject to sanctions or other special concerns. In connection with mortgage loan origination and lending activity (including but not limited to: accepting mortgage loan applications, processing mortgage loan applications and closing mortgage loans), we will routinely check to ensure that a customer does not appear on the United States Department of the Treasury's OFAC Specifically Designated Nationals and Blocked Persons List (the "SDN List") and is not from, or engaging in transactions with people or entities from, countries and regions subject to economic sanctions or embargo that are listed on the OFAC website (see www.treas.gov/offices/enforcement/ofac/sdn/index.html). We will regularly check the list and subscribe to receive updates when they occur. We may, if deemed necessary by the Compliance Officer and concurred in by the Board, access these lists through various software programs to ensure speed and accuracy.

If there is no potential match with the OFAC lists, the transaction may proceed. If, however, our checking indicates a potential match, we will perform additional due diligence to ascertain whether the match is actual or a false positive vis-à-vis the name on the OFAC lists.

In the event that we determine a customer, or someone for whom the customer is transacting, is on the SDN List, or is from or engaging in transactions with a person or entity located in an embargoed or sanctioned country, we will reject the transaction or block the customer's assets, as appropriate under OFAC regulations, and file a blocked assets or rejected transaction form with OFAC. We may also call the OFAC Hotline: 1-800-540-6322.

As part of Habitat's SAR filing process (which is described in Section VIII.A. below), any blocking reports sent to OFAC will be reviewed to determine whether anything contained therein constitutes suspicious activity. Not all transactions, accounts, or customers identified in a blocking report constitute suspicious activities that require the filing of a SAR.

6 Customer Identification and Verification

Habitat will collect certain minimum customer identification information from each mortgage loan applicant and compare customer identification information with government-provided lists of suspected terrorists as mentioned above in Section V.

6.1 Required Customer Information – Minimum ID Requirements

Prior to engaging in any activity which potentially may involve money laundering, Habitat will collect the following information for all customers:

Name

- Address (residential or business street address for an individual; for armed services personnel, an Army Post Office ("APO") or Fleet Post Office ("FPO") number). If necessary, address will be confirmed by a current utility bill mailed to the customer at the address in question.
- Date of Birth (verifiable via an unexpired government-issued identification evidencing nationality or residence and bearing a photograph or similar safeguard, such as a government-issued passport or driver's license)
- Government-issued identification number, which will be a Social Security number or other taxpayer identification number (for U.S. persons) or one or more of the following: passport number and country of issuance, alien identification card number or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or other similar safeguard (for non-U.S. persons). All such documents must be unexpired. We will refuse any transaction in the event that a customer has applied for, but has not received a taxpayer identification number and cannot prove his/her identity to our satisfaction.

6.2 Customers Who Refuse To Provide Information

If any customers have questions regarding the necessity of providing identification, we will inform them it is required by federal regulations. If, however, a potential or existing customer **refuses to provide the information** described above when requested, or appears to have intentionally provided misleading information, **we will not complete the transaction** with the customer, and if, after consultation with the Compliance Officer or Designee, it is determined to be required, Habitat will file a SAR.

6.3 Verification of Information

To the extent reasonable and practicable, at the time a customer relationship is established, Habitat will ensure, based on our assessment of the AML-related risks posed by the customer's location, nationality, and overall profile, that we have sufficient information to form a reasonable belief that we know the true identity of our customers. In verifying customer identity, we will analyze any logical inconsistencies in the information we obtain such as through documentary evidence.

The customer's identity will be verified using the information set forth in Section VI.A. above. We are not required to take steps to determine whether any document that the

customer has provided to us for identity verification has been validly issued, and we may rely on a government-issued identification as verification of a customer's identity. However, if we detect that the document evidences some form of fraud or other irregularities, we will consider that factor in determining whether we can form a reasonable belief that we know the customer's true identity.

If a customer's identity cannot successfully be validated based on the information in Habitat's possession, Habitat may, in its sole discretion, contact the customer and request that the customer provide via facsimile (i) a true and correct copy of the customer's unexpired, government-issued identification card with photograph, and (ii) a copy of any current utility bill where the name and mailing address on the bill match the information provided by the customer.

If we find information that indicates possible suspicious activity such as money laundering, terrorist financing activity, or other criminal activity, including mortgage fraud, we will, after consultation with the Compliance Officer or Designee, file a SAR, if that is deemed necessary or appropriate by the Compliance Officer or Designee.

6.4 Lack of Verification

When we cannot form a reasonable belief that we know the true identity of a customer with respect to transactions requiring customer identification, we will do the following: (i) not perform the transaction; and (ii) if deemed necessary or appropriate by the Compliance Officer or Designee, file a SAR.

6.5 Recordkeeping

We will document our verification, including all identifying information provided by a customer, the methods used and results of verification, and the resolution of any discrepancy in the identifying information. We will maintain records confidentially containing a description of any document that we relied on to verify a customer's identity, noting the type of document, any identification number contained in the document, the place of issuance, the date of issuance, if any, and expiration date. **These records must be retained for at least five (5) years** following termination of the customer relationship or dormancy of an account. All such records may be retained in electronic form.

6.6 Comparison with Government Provided Lists of Terrorists, Other Criminals and Debarred or Excluded Individuals

Habitat may receive notice that a federal government agency has issued a list of known or suspected terrorists. Within a reasonable period of time after receipt, we will determine whether a customer appears on any such list of known or suspected terrorists or terrorist organizations issued by any federal government agency and designated as such by U.S. Department of the Treasury. We will follow all federal directives issued in connection with such lists.

We will continue to comply with OFAC rules prohibiting transactions with certain foreign countries or their nationals as mentioned in Section V.

7 Monitoring for Suspicious Activity

We will monitor a sufficient amount of mortgage loan origination activity to permit identification of suspicious activity, such as the "red flags" identified in Section VII. A. below. The Compliance Officer or Designee will be responsible for this monitoring, will document when and how it is carried out, and will report suspicious activities to the appropriate authorities. We will create employee guidelines with examples of suspicious money laundering activity and conduct an appropriate investigation before a SAR is filed.

7.1 Detecting Red Flags

Red Flags can arise at any time, including during the application process and throughout the customer relationship. An individual red flag can be business- or industry-specific or can apply more broadly to all businesses and industries in which our customers are active. Various governmental and quasi-governmental web sites, both domestic and international, contain lists of red flags. Examples include the OECD's Financial Action Task Force, www.fatf-gafi.org, and the Federal Financial Institutions Examination Council, www.ffiec.gov/bsa.

Red Flags that signal possible money laundering include, but are not limited to:

- The customer exhibits unusual concern about Habitat's compliance with government reporting requirements and Habitat's AML policies (particularly concerning his or her identity or type of business), or is reluctant or refuses to reveal any information concerning business activities, or furnishes unusual or suspicious identification or documents.
- A fraud or activity alert is included with a consumer report obtained with respect to the consumer.
- A consumer reporting agency provides a notice of credit freeze in response to a request for a credit report.
- A consumer reporting agency provides a notice of address discrepancy.
- The customer wishes to engage in a transaction that appears to lack sense.
- The information provided by the customer that identifies a legitimate source for funds is false, misleading, or substantially incorrect.
- Upon request, the customer refuses to identify or fails to indicate any legitimate source for his or her funds and other assets.

- The customer (or a person publicly associated with the customer) has a
 questionable background or is the subject of news reports indicating possible
 criminal, civil, or regulatory violations.
- The customer exhibits a lack of concern regarding transaction costs.
- The customer has difficulty describing the nature of his or her business.
- The customer asks for exemptions from Habitat's AML policies.
- The customer requests that a transaction be processed to avoid Habitat's normal documentation requirements.

Habitat's unique mortgage products and practices greatly reduce the likelihood of mortgage fraud occurring. Red Flags that signal possible mortgage fraud in the broader mortgage industry include, but are not limited to:

- The customer appears to be acting as an agent for an undisclosed principal, but declines or is reluctant, without legitimate reasons, to provide information or is otherwise evasive regarding that person or entity.
- Title to the subject property is held by virtue of an unrecorded deed.
- A loan on the proposed security property was recently paid off.
- The proposed sale is occurring within a year of obtaining title.
- The real estate sales contract provides for a large seller allowance which may signal that the allowance is a method for the seller to funnel down payment funds to the buyer.
- The brokers or other agents are receiving excessive commissions.
- The sales price of the property exceeds fair market value.
- A party requests that the loan be used to pay debts not secured by the property or required by the lender to be paid off.
- The file contains more than one contract with significant differences in price.
- The buyer's check indicates another to be the provider of funds and no gift letter is presented.

7.2 Grand Jury Subpoenas

We understand that the receipt of a grand jury subpoena concerning a customer does not in itself require that we file a SAR. When we receive a grand jury subpoena, we will conduct a risk assessment of the customer subject to the subpoena, as well as review the customer's file and activity. If we uncover suspicious activity during our risk assessment and review, we will elevate that customer's risk assessment and file a SAR in accordance with the SAR filing requirements. We understand that none of our officers, employees, volunteers or agents may directly or indirectly disclose to the person who is the subject of the subpoena its existence, its contents or the information we used to respond to it. To maintain the confidentiality of any grand jury subpoena we receive, we will process and maintain the subpoena by retaining such communications in secure locations. If we file a SAR after receiving a grand jury subpoena, the SAR will not contain any reference to the receipt or existence of the subpoena. The SAR will only contain detailed information about the facts and circumstances of the detected suspicious activity.

7.3 Responding to Red Flags and Suspicious Activity

When an employee or volunteer of Habitat detects any red flag, he or she will immediately contact the Compliance Officer or Designee to see whether further investigation should be undertaken. Any such investigation would take place only under the direction of the Compliance Officer or Designee and might include gathering additional information internally or from third-party sources, including the applicant. Ultimately, information obtained in such an investigation may lead to the Compliance Officer contacting the government or authorizing the filing of a SAR (see Section VIII, below). SAR logs will be maintained by the Compliance Officer or Designee and will be used to track the auditing of accounts that may be subject to SAR filing. All accounts subject to SAR filing will be documented and will include information such as SAR date, reported dollar amounts, FinCEN submission date, and tracking number used in the SAR Log.

8 Suspicious Transactions and BSA Reporting

8.1 Filing a SAR

Habitat will file SARs for any activity conducted or attempted through a Habitat location involving (or in the aggregate) \$5,000 or more of funds where we suspect, or have reason to suspect, that

- the transaction involves funds derived from illegal activity or is intended or conducted in order to hide or disguise funds or assets derived from illegal activity as part of a plan to violate or evade federal law or regulation or to avoid any transaction reporting requirement under federal law or regulation;
- the transaction is designed, whether through structuring or otherwise, to evade the requirements of the BSA regulations;

 the transaction has no apparent business or lawful purpose or is not the sort in which the particular customer would normally be expected to engage, and, after examining the background, possible purpose of the transaction, and other facts, we have found no reasonable explanation for the transaction; or the transaction involves the use of Habitat to facilitate criminal activity.

Habitat will report suspicious transactions by completing a SAR, and we will collect and maintain supporting documentation as required by the BSA regulations. We will file a SAR no later than thirty (30) calendar days after the date of the initial detection of the facts that constitute a basis for filing a SAR. If no suspect is identified on the date of initial detection, we may delay filing the SAR for up to an additional thirty (30) calendar days, or a total of sixty (60) days after the date of initial detection of the facts, pending identification of a suspect.

We will retain copies of any SAR filed and any supporting documentation for at least five (5) years from the date of filing. We will identify and maintain supporting documentation and make such information available to FinCEN, any other appropriate law enforcement agencies, or federal or state regulators, upon request.

8.2 SAR Confidentiality

Habitat will maintain as **strictly confidential** any SAR and its supporting documentation. **We will NOT notify any person involved in the transaction that the transaction has been reported**, except as permitted by the BSA regulations. In general, disclosure of the fact that a SAR filing is contemplated or has been made is a violation of federal law. Any Habitat employee or volunteer who is subpoenaed or required to disclose a SAR or the information contained in the SAR will report the existence of that subpoena or requirement immediately to the Compliance Officer and **prior** to disclosure of the SAR or the information contained in the SAR. Except where disclosure is requested by FinCEN or other appropriate law enforcement or regulatory authority, as determined by the Compliance Officer, Habitat and the employee will decline to produce the SAR or to provide any information that would disclose that a SAR was prepared or filed.

8.3 Maintaining SARs

Every SAR and copies of any supporting documentation will be maintained separately from all other books and records of HABITAT in order to avoid inadvertent disclosure of SAR filings. Every SAR and copies of any supporting documentation will be kept in a secure location. As noted above, the Compliance Officer or Designee will handle all subpoenas or other requests for SAR information.

The Compliance Officer or Designee will be responsible to ensure that AML records are maintained properly and that any SARs are filed as required.

8.4 Records Required

Habitat will create and maintain SARs and relevant documentation on customer identity and verification as part of Habitat's overall AML compliance program. We will also maintain required records related to customers listed on the OFAC list. We will maintain all BSA-related records and their documentation for at least five (5) years.

9 Training Programs

Under the leadership of the Compliance Officer, we will develop and provide ongoing training of our employees and any volunteers who perform administrative duties. Training will occur on at least an annual basis. The training offered will include, at a minimum, the following:

- How to identify "red flags" and signs of money laundering;
- What to do after the risk is identified;
- The employee's role in Habitat's compliance efforts;
- Habitat's record retention policy related to AML compliance; and
- Disciplinary consequences (including civil and criminal penalties) for noncompliance with the BSA.

The training program offered will include maintenance of records to indicate which persons received training, the dates of training, and the subject matter of the training.

Training may also include educational pamphlets, videos, intranet systems, in-person training, and explanatory memos, as necessary to effectuate full compliance with AML laws and regulations and Habitat policy.

New hire non-construction employees/volunteers shall receive AML training within NO LATER THAN 2 MONTHS AFTER START DATE of commencing employment with Habitat.

Periodically, we will review our operations to see if certain employees or volunteers require specialized additional training. For example, we may offer additional or refresher training to employees returning from leaves of absence (including family medical, maternity, and military) as needed upon their return to work. Our written procedures will be updated to reflect any such changes.

10 Independent Audit of AML Program

Independent testing of our AML program will be performed by an outside, independent, qualified third-party or internally by a qualified member of our staff who is totally independent from Habitat's AML compliance team. If an outside party is chosen, we will conduct the necessary due diligence to select the company that will perform the audit. The independent

testing will test compliance with this Policy, the BSA/AML regulations and SAR requirements and will include a review of:

- How suspicious activity is monitored and identified;
- Whether all identified suspicious activity was reviewed and appropriately handled; and
- Whether suspicious activity was properly reported.

Upon completion of the audit, the auditor will issue a report of all findings to the Compliance Officer, and that report will be shared with Habitat's senior management and board of directors. Habitat will address and respond to each of the resulting recommendations.

11 Vendor Management

At this time, Habitat does not utilize outsourcing arrangements relating to, among other things, OFAC, employment and occupancy screening and additional services as necessary, including loan servicing but all these may be outsourced in the future. Habitat understands it cannot contract out its regulatory responsibilities and therefore remains responsible for the antimoney laundering systems and controls in relation to the activities outsourced.

In all instances of outsourcing, Habitat bears the ultimate responsibility for the duties undertaken in its name. Therefore, Habitat will take the following steps to ensure that if contracted, the service provider performs its activities in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of money laundering, terrorist financing or other crimes, such as mortgage fraud: (a) require, by contract, that service providers have policies and procedures designed to detect, prevent, and mitigate the risk of money laundering, terrorist financing or other crimes, such as mortgage fraud; and (b) require, by contract, that service providers review Habitat's AML Policy and Program Procedures and report any Red Flags to the Compliance Officer or Designee.

12 Monitoring Employee Transactions

Employee's transactions will be subject to the same AML policies and procedures as are applicable to non-employee customers.

13 Additional Areas of Risk

Habitat will periodically review all areas of its business to identify potential money laundering risks, terrorist activity or terrorism financing risks, and risks of other criminal activity, including mortgage fraud, that may not be covered in the program described above and will continually work to improve its AML compliance program.

14 Board Approval

By signing below, each board member approves this AML program as reasonably designed to achieve and monitor Habitat's ongoing compliance with the requirements of the Bank Secrecy Act, the USA PATRIOT Act, and FinCEN's Anti-Money Laundering Program and Suspicious Activity Report Filing Requirements for Residential Mortgage Lenders and Originators and the implementing regulations under it.

Signed: Quell c. can	Date: 11-2-15
Name: Tye Tutt Luggel Title: Board President	
Signed:	Date: 11-2-15
Name: San Adams	Date:
Title: Board Vice President	
Signed: Thomas cold	Date: Nova, 2015
Name: Tom Scott	,
Title: Board Secretary	
Signed:	Date: 11/2/15
Name: Lim Trowbridge	Date. 172/13
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Name: Richard Klaber	
Title: Board Member	
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Signed:	Date: 11/2/15
Name: Deanne Cain Fischlein	
Title: Board Member	
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Name: Jeff Mawhirter	Date: 1/2/15
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Name: Laurel Thorstensen	
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Signed: Name: Dan Apricio	Date: 11-2-15
Title: Board Member	

finance policies

Approved by the Board of Directors on:	11/02/2015
Approved by Finance Committee on:	07/18/2022
Approved by the Board of Directors on:	08/01/2022
Approved by Finance Committee on:	07/17/2023

MEMORANDUM

TO: Board of Directors FROM: Kris Lewis

Compliance Officer

July 19, 2023

DATE:

RE: Annual Board Report for Anti-Money Laundering ("AML")

Purpose:

PIKES PEAK HABITAT FOR HUMANITY ("Habitat") is committed to a comprehensive anti-money laundering ("AML") program. It is the policy of Habitat to comply fully and completely with all applicable governmental requirements that have been designed to prohibit and prevent both actual and potential money laundering, as well as other activities that facilitate money laundering and the funding of terrorists and/or other criminal activity, including mortgage fraud.

Habitat intends that these AML Policy and Program Procedures ("the Policy") will be reviewed at least annually and updated from time to time as necessary to keep up with changes in applicable law and changes in Habitat's operations. The Policy is intended to be supplemented by training of all Habitat's non-construction employees and any volunteers who perform administrative duties ("designated volunteers"). The Policy is solely for the use of, and is binding upon, Habitat's employees and designated volunteers. Willful or grossly negligent failure of an employee or designated volunteer to follow this AML Policy and Program Procedures Policy and such additional procedures as shall be issued to implement this Policy may be grounds for discipline, up to and including termination, and may in certain circumstances expose the employee or designated volunteer to criminal prosecution, fine, and/or imprisonment.

Summary:

The Anti-Money Laundering ("AML") policy revision was approved by the Board on November 2, 2015. There has been zero (0) incident(s) related to the AML policy.

Effectiveness of Policies and Procedures:

Staff continues to follow the AML procedures and respond appropriately to prevent and mitigate fraud.

Material Changes to the Program:

Finance Committee reviewed this policy at the July meeting and recommended no changes to the program material at this time.

Red Flag Rules

Purpose:

To implement a policy and procedures to maintain an identity theft prevention program in accordance with the requirements of the Federal Trade Commission (FTC) and the Fair and Accurate Credit Transactions Act (FACTA) and the rules promulgated thereunder.

Definitions:

Identity Theft: A fraud that is committed or attempted using a person's identifying information without authority.

Covered Transactions/Accounts: Transactions/Accounts that are used primarily for personal, family, household or business purposes that involve or are designed to permit multiple payments or transactions. Any account where there is a reasonably foreseeable risk to Habitat families, donors, employees, employee applicants, ReStore customers, vendors and suppliers or the safety and soundness of Pikes Peak Habitat for Humanity. Covered transactions/accounts include, but are not limited to, applicant information, mortgage loans, credit card transactions, donor, customer, vendor and supplier information, check processing and employee payroll information.

Responsibility: The Pikes Peak Habitat for Humanity Board of Directors will approve this written program and approve any material changes; a senior management employee will oversee the development, implementation and administration, ensuring that staff is trained.

Administration methods for the program will include:

- Training staff members on specific responsibility for the program.
- Preparing and delivering to the board of directors an annual report regarding compliance
 with the Red Flag rules. (This report should address matters related to the program and
 issues, such as the effectiveness of the policies and procedures that address the risk of
 identity theft in connection with the opening of covered accounts or existing covered
 accounts, significant incidents of identity theft and management's response to these
 incidents, and recommendations for material changes to the program.)
- Providing guidance for the board of directors to approve material changes to the program.

Requirements:

Pikes Peak Habitat for Humanity will implement the following procedures to:

- Identify relevant red flags for covered transactions/accounts
- Detect red flags

- Respond appropriately to red flags to prevent and mitigate identity theft in connection with the opening of certain accounts or certain existing accounts and performance of certain transactions.
- Ensure policy and procedures are updated periodically to reflect changes in risks to Habitat families, donors, ReStore customers, employees, vendors, suppliers and Pikes Peak Habitat for Humanity.

Pikes Peak Habitat for Humanity will identify relevant red flags and conduct a risk assessment that includes—financial, operations, compliance, reputation, and litigation; and determine whether it offers or maintains covered accounts taking into consideration:

- Types of covered transactions/accounts offered or maintained
- Methods provided to open accounts
- Methods provided to access accounts
- Previous experiences with identity theft
- Methods used to reflect changes in identity theft

Pikes Peak Habitat for Humanity will address the detection of red flags by: (1) obtaining identifying information about and verifying the identity of the Habitat families and employees; (2) monitoring monthly mortgage payments; (3) verifying the validity of change of address requests, and (4) verifying the validity of employment verification requests.

Possible sources used for detecting red flags include:

- Alerts, notifications or other warnings received from consumer reporting agencies or service providers, such as fraud detection services
- Presentation of suspicious or altered documents
- Presentation of suspicious, inconsistent or altered personal identifying information such as a suspicious address change
- Attempts to access an account by unauthorized users
- Unusual use of or other suspicious activity related to a covered transaction or account
- Notice from Habitat families, donors, customers, employees, vendors and suppliers or other victims of identity theft, law enforcement authorities or other persons regarding possible identity theft in connection with covered accounts

Response Program: Pikes Peak Habitat for Humanity will provide appropriate responses for preventing and mitigating identity theft. These responses will consider factors that may heighten the risk such as: a data security breach; notification that a Habitat family, donor, customer, vendor or supplier has provided account information to someone claiming to represent Pikes Peak Habitat for Humanity; or has provided information on a fraudulent website. These responses may include:

- Monitoring a covered account for evidence of identity theft
- Contacting the Habitat families, donors, employees, customers, vendor, supplier, etc.
- Changing any passwords, security codes, or other security device that permit access to a covered account
- Reopening a covered account with a new account number

- Not opening a new covered account
- Closing an existing covered account
- Not attempting to collect on a covered account or not selling a covered account to a debt collector
- Notifying law enforcement
- Determining that no response is warranted under the particular circumstances

Updates: This policy and its procedures will be updated periodically to reflect and respond to:

- Experiences with identity theft
- Changes in methods of identity theft
- Changes in methods to detect, prevent, and mitigate identity theft
- Changes in the business arrangements of Pikes Peak Habitat for Humanity including mergers, acquisitions, alliances, joint ventures, and service provider arrangement.

Approved by Board of Directors: 11/03/2015
Reviewed and approved as is by Finance Committee: 07/18/2022
Approved by the Board of Directors: 08/01/2022
Approved by Finance Committee on: 07/17/2023

MEMORANDUM

TO: Board of Directors

DATE:

FROM:

Compliance Officer

July 19, 2022

Kris Lewis

RE: Annual Board Report for Red Flag Identify Theft Policy

Purpose:

Pikes Peak Habitat for Humanity is required to implement a policy and procedures to maintain an identity theft prevention program in accordance with the requirements of the Federal Trade Commission (FTC) and the Fair and Accurate Credit Transactions Act (FACTA).

Summary:

The Red Flag Policy was approved by the Board on *November 3, 2015*. There has been zero (0) incident(s) related to identity theft where reinforcement of the policies and procedures was necessary.

Effectiveness of Policies and Procedures:

Staff continues to follow the procedures and respond appropriately to detect red flags to prevent and mitigate identity theft.

Material Changes to the Program:

Finance Committee reviewed this policy at the July meeting and recommended no changes to the program material at this time.

Employee Protection (Whistleblower) Policy

Objective: This Policy represents Pikes Peak Habitat for Humanity's course of action for

Whistleblowers.

If any employee reasonably believes that some policy, practice, or activity of Pikes Peak Habitat for Humanity is in violation of the law, a written complaint must be filed by that employee with the Executive Director or the President of the Board.

It is the intent of Pikes Peak Habitat for Humanity (PPHFH) to adhere to all laws and regulations that apply to the organization and the underlying purpose of this policy is to support the organization's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations. An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy or practice to the attention of the Executive Director or the President of the Board of PPHFH and provides PPHFH with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to employees that comply with this requirement.

Pikes Peak Habitat for Humanity will not retaliate against an employee who in good faith, has made a protest or raised a complaint against some practice of PPHFH or of another individual or entity with whom PPHFH has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

Pikes Peak Habitat for Humanity will not retaliate against employees who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of PPHFH that the employee reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate or public policy concerning the health, safety, welfare, or protection of the environment.

Approved by Board of Directors on:	11/03/2015
Approved by Finance Committee on:	07/18/2022
Approved by the Board of Directors on:	08/01/2022
Approved by Finance Committee on:	07/17/2023

MEMORANDUM

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DATE:

TO: Board of Directors FROM: Kris Lewis

Compliance Officer

July 19, 2023

RE: Annual Board Report for Employee Protection (Whistleblower) Policy

Purpose:

It is the intent of Pikes Peak Habitat for Humanity (PPHFH) to adhere to all laws and regulations that apply to the organization and the underlying purpose of this policy is to support the organization's goal of legal compliance. PPHFH implemented the Employee Protection (Whistleblower) policy and procedure for any employee who reasonably believes that some policy, practice, or activity of PPHFH is in violation of the law. This policy represents PPHFH's course of action for Whistleblowers.

Summary:

The Employee Protection (Whistleblower) Policy was approved by the Board on *November 3, 2015*. There has been zero (0) complaint(s) related to this policy where a course of action was necessary.

Effectiveness of Policies and Procedures:

Staff is reminded yearly of the Employee Protection (Whistleblower) policy and procedure; on how to file a complaint.

Material Changes to the Program:

Finance Committee reviewed this policy at the July meeting and recommended no changes to the program material at this time.



Resolution FY24-001

THE GOVERNING BOARD OF PIKES PEAK HABITAT FOR HUMANITY INC, (THE COMPANY) A COLORADO NONPROFIT CORPORATION, ADOPTS THE FOLLOWING RESOLUTION EFFECTIVE October 24, 2022

NOW THEREFORE BE IT RESOLVED, that Kristina J. Lewis, Executive Director/CEO; Eric Stolp, President; Joe DesJardin, Vice President; Rob Giunta, Treasurer; Janna Mulder, Secretary; Jeff White, Chief Program Officer; and Laura Williams-Parrish, Assistant Director of Strategic Partnerships; are authorized signers for the bank account(s).

BE IT THEREFORE FURTHER RESOLVED, that any and all actions heretofore taken by Kristina J. Lewis, Executive Director/CEO, and members of the Finance Committee to manage the day-to-day needs of these bank account(s), are hereby ratified and confirmed as the act and deed of the Company.

BE IT THEREFORE FURTHER RESOLVED, that this written consent, as executed by the undersigned, may be transmitted by facsimile machine, portable document format, or any other electronic means and shall be treated in all manners and respects as an original document and an original signature.

IN WITNESS WHEREOF, the u	ndersigned has executed this Resolution with the Effective Date of $_$,
	PIKES PEAK FOR HUMANITY, INC. A Colorado nonprofit corporation,
	By: Eric Stolp

Title: President

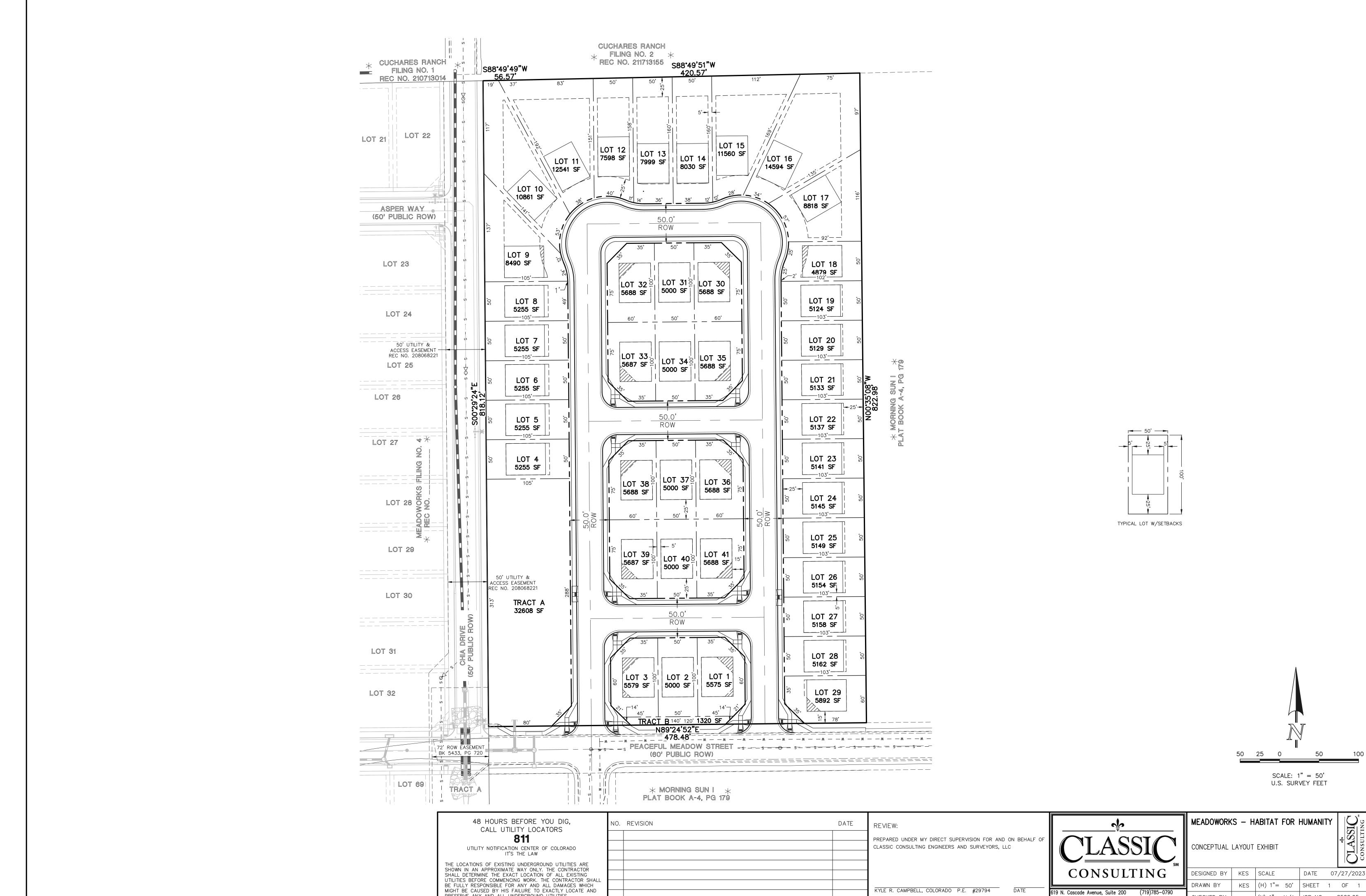


MEADOWORKS – PROJECT DESCRIPTION August 3, 2023

Introduction – the proposed Meadoworks project consists of 41 homes on 9.0 acres located in southeast Colorado Springs. This is a cooperative effort with Widefield School District 3 (WSD-3), Careers in Construction Colorado (CICC), and Pikes Peak Habitat for Humanity (PPHFH) to provide affordable housing. The vacant property is in unincorporated El Paso County and is zoned RS-5000 CAD-O. Minimum lot size is 50 feet by 100 feet and will be accessed by public streets with sidewalks. The site is northeast of the intersection of Bradley Road and Marksheffel Boulevard. Please refer to the attached vicinity map and site plan.

Project Schedule – the property will be sold to PPHFH in 2023. Habitat will take the lead in developing the project. We will submit a Preliminary Plan and associated reports to the County followed by the Final Plat and Construction Documents. We anticipate a recorded subdivision plat by the end of 2024. Development activity including grading, utilities and road construction will be completed in 2025. The site will be ready for home construction to begin in 2026 and we anticipate a rate of 1 house per month. We estimate ____ lots will be for CICC homes and have agreed to make up to 15 homes available to WSD-3 teachers, staff, and workers.

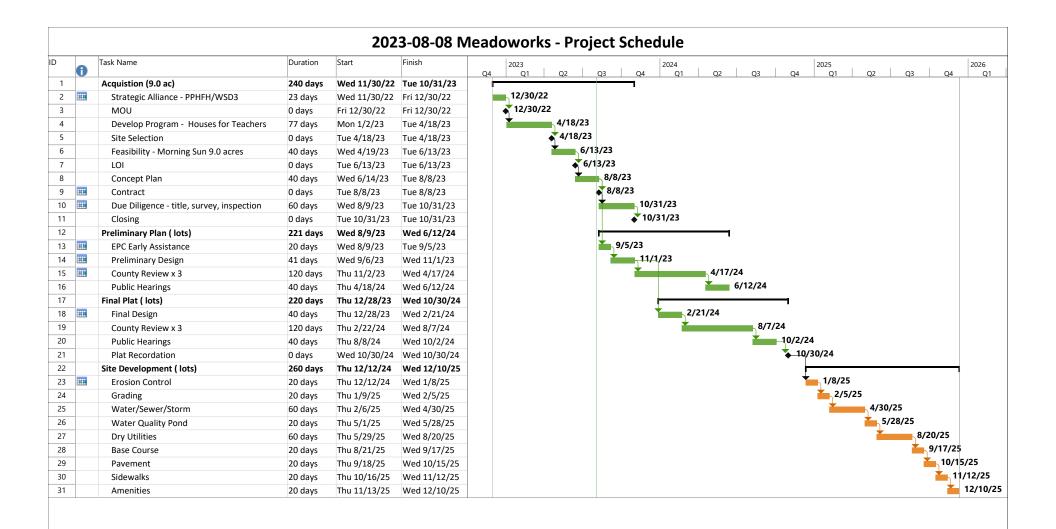
Project Budget – for budgeting purposes, we estimate subsequent revisions to the site plan may result in 44 lots, as a maximum number. This results in a proposed budget of approximately \$16,100,000. Unit and Total Costs are shown on the attached spreadsheet. Colorado Centre Metropolitan District provides water and sewer service. Their connection and tap fees, estimated \$1,486,320, are due at the time of plat recordation rather than at time of each building permit.



PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

(V) 1"= N/A JOB NO. 2506.05 CHECKED BY

Colorado Springs, Colorado 80903





MEADOWORKS - COST ESTIMATE

Phase	Category	Unit Cost	Costs	Comments		
Finished Lots						
44	Land	\$ 2,673	\$ 117,600	SD 3		
	Entitlements	\$ 8,000	\$ 352,000	no impact fees		
	Development	\$ 55,000	\$ 2,420,000	pphfh manage		
	Subtotal	\$ 65,673	\$ 2,889,600			
	Water/Sewer	\$ 33,780	\$ 1,486,320	CCMD		
Home Building						
	Permits					
	Construction	\$ 300,000	\$ 13,200,000			
	Subtotal	\$ 300,000	\$ 13,200,000			
Financing						
	Administration					
	Assurances					
	Insurance					
	Interest					
Project Total		\$ 399,453	\$ 16,089,600			



June 13th, 2023

Dear School District Three School Board,

Pikes Peak Habitat for Humanity would like to form a relationship with Widefield School District Three to expand the number of permanently affordable housing units in El Paso County. By developing district parcels that are too small to develop future WSD3 schools yet of a size to build affordable neighborhoods, PPHFH could subdivide the parcel into 50' by 100' lots to build 2-5 bedroom 1 or 2 story homes for Habitat-qualifying school district employee and area families. In addition, some of the developed lots could be used by HBA's Careers in Construction program to expand their program's impact by placing their single-family student-built homes.

The specific parcel that PPHFH would like to acquire and develop is the 9-acre site located at 0 Peaceful Meadows Street, Colorado Springs CO, 80925. The Tax Schedule for the site is # 5503101010 and the legal description is Tract B, Morning Sun 1. Per El Paso County resolution 07-123 the land was given to WSD3 on April 5th, 2007.

It is expressly understood and agreed that this letter is a general statement of intent and interest in further discussions, and neither Habitat for Humanity nor Widefield School District 3 intends to be legally bound by this letter or any provision hereof, and that this letter does not and shall not constitute a contract between Habitat and the District.

We look forward to the opportunities this relationship will provide our growing community's need to recruit and retain educators.

If the foregoing is acceptable to you, please sign, date, and return to Kris via email at kris@pikespeakhabitat.org. Thank you.

Sincerely,

Kris Lewis

Executive Director/C.E.O.

Pikes Peak Habitat for Humanity.

School District 3

date:

2802 N. Prospect Ave. • Colorado Springs, Colorado 80907 719.475-7800 • www.pikespeakhabitat.org

THIS AGREEMENT is ma	de and entered into b	etween WIDEF	IELD SCHOOL DSTRICT 3	(WSD3), a Colorado
public school district ("Seller") a	nd PIKES PEAK HABITA	T FOR HUMAN	ITY (PPHFH), a Colorado	nonprofit
corporation ("Buyer"), on this	day of	, 2023.		

RECITALS

- A. As of the date hereof, Buyer has acquired from Seller a parcel of land legally described as 0 Peaceful Meadows Street, Colorado Springs CO, 80925. The Tax Schedule for the site is # 5503101010 and the legal description is Tract B, Morning Sun, according to the plat thereof recorded in town of Colorado Springs, County of El Paso, State of Colorado (the "Property").
- B. Seller and Buyer are parties to that certain Purchase and Sale Agreement ("Contract"), dated August ?, 2023, for the sale of the Property to Buyer.
- C. The conveyance of the Property by Seller was part of its effort to increase the availability of affordable housing for its employees and their families, and therefore the sale was conditioned on the parties' agreement as memorialized herein.
- D. Pursuant to the Contract, Seller has agreed to provide the Property to Buyer in exchange for Buyer's agreement to make affordable housing available to Seller's employees and give preference to Seller's employees in accordance with the terms of this agreement.
- E. Pursuant to section 5.1.2 of the Contract, the parties agreed to execute a Final Agreement as a condition of closing on the sale of the Property, which would set forth the parties' ongoing obligations to ensure development of the Property by Buyer is consistent with the parties' agreement and will increase the availability of affordable housing for employees of Seller and their families.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

- 1. Buyer agrees to build or facilitate relocation of homes for Forty-One (41) residential units on the Property.
- 2. Buyer shall perform its obligations under this Agreement so that at least, fourteen (14) homes developed by Buyer (subject to reduction as provided herein, the "Required Amount") will be sold to and occupied by employees of Seller and their families (collectively, the "WSD3 Families" and each, individually, a "WSD3 Family"). For the purposes of this Agreement, a WSD3 family shall be a household in which at least one member is a full-time employee of Widefield School District Three.
- 3. Buyer agrees to give preference in its family/buyer selection process to WSD3 Families upon the following terms and conditions:
 - 3.1. Buyer and Seller acknowledge and agree that it is a benefit to both Buyer and Seller, as well as to Seller's employees and the community, to encourage Seller's

employees to apply to purchase homes constructed by Buyer. Therefore, Buyer shall give preference in Buyer's family/buyer selection process to qualified WSD3 Families who apply to purchase a home from Buyer on the terms of this Section 3.1 (the "Preference"). Buyer's obligation to provide homes to WSD3 families may be satisfied by the sale of homes on the Property to WSD3 Families, or by the sale of other Buyer owned homes within El Paso County, Colorado, to WSD3 Families. During Buyer's family/buyer selection process, a rubric is used to assess and quantify each applicant's qualification against three selection criteria; need, ability to pay, and willingness to partner. Applicants with the highest rubric totals are selected to participate in Buyer's home ownership program. The Preference will be applied to WSD3 Families by providing them with one additional point on the rubric. All other qualifications being equal, an WSD3 Family will be selected over a non-WSD3 Family (a family that does not include at least one member employed full-time by the Widefield School District) as a result of the additional point awarded the WSD3 Family by the Preference process.

- 3.2. Buyer and Seller acknowledge and agree that the following families; who have been selected by Buyer to purchase a home from Buyer but who have not yet closed upon the purchase of their home, are and shall be considered WSD3 Families under this Agreement, notwithstanding that they were selected for home ownership prior' to the execution of this Agreement: Names if applicable
- 3.3. Buyer shall use reasonable efforts to place WSD3 Families in at least fourteen (14) of the homes constructed on the Property or other properties developed by Buyer. Reasonable efforts are described as promoting, offering informational session, and working directly with potential homeowners to qualify them for affordable housing.
- 3.4. Upon closing on any home sold to an WSD3 Family, Buyer shall notify Seller of the sale and the name of the WSD3 employee or the WSD3 Family.
- 3.5. Seller shall notify Buyer as soon as practicable if the employee member of any WSD3 Family has ceased to be employed by Seller for any reason and that therefore that employee's family is no longer an WSD3 Family as defined herein. In addition, Seller and Buyer shall coordinate annually to audit the employment status and the number WSD3 employees who own homes constructed by the Buyer. The purpose of this audit is to monitor the Buyer's obligations as provided in this Agreement.
- 3.6. Buyer shall continue to give the Preference to WSD3 Families during Buyer's application process until such time as the number of current WSD3 Families owning and occupying homes constructed by Buyer equals or exceeds the Required Amount.
- 3.7. At any time that the application of the Preference has resulted in the sale of homes to WSD3 Families in an amount equal to or exceeding the Required Amount, Buyer shall no longer be obligated to apply the Preference in its family/buyer selection process to WSD3 Families. However, if Buyer's standard family/buyer selection process results in the sales of homes to a household in which at least one member is a full-time employee of the Widefield School District 3, that household shall be considered an WSD3 Family for all purposes hereunder (for avoidance of doubt, it is possible that the number of WSD3 Families may exceed the Required Amount).
- 3.8. At any time that the current number of WSD3 Families is less than the then current Required Amount, Buyer shall reinstate the Preference process described in Section 3.1 above until .the total number of WSD3 Families owning and occupying homes constructed by Buyer equals or exceeds the Required Amount.

- 3.9. The parties intend and agree to take all reasonable efforts to ensure that, over time, there will always be a number of WSD3 Families owning and occupying Buyer constructed homes in a number at least equal to the Required Amount.
- 3.10. Buyer shall include, in its standard contract a "Right of Repurchase and Shared Appreciation Agreement" and/or a 90-year resale clause to the new owner with a maximum 120% AMI document utilized in the sale of any homes sold to WSD3 Families.
- 3.11. If at any time a WSD3 Family determines to sell their home in a manner that triggers the Buyer's rights under the "Right of Repurchase and Shared Appreciation Agreement" and Buyer does not intend to exercise its rights under the "Right of Repurchase and Shared Appreciation Agreement", then the homeowner is allowed to sell their home at market value repaying Buyer amounts as described in the "Right of Repurchase and Shared Appreciation Agreement".
- 3.12. If at any time Buyer permanently ceases operations for any reason, Buyer, shall assign to Seller the ""Right of Repurchase and Shared Appreciation Agreement" on a number of homes owned by a WSD3 Family equal to the Required Amount at such time.

4. Design and Development.

- 4.1. Seller understands that Buyer will be in control of the design and development of the project on the Property. Seller shall be provided copies of design and development documents, including all final plats, site plan, and conceptual architectural drawings. In the event Buyer desires to change that plan, Buyer shall give Seller the opportunity to review and approve the changes to the plan. Seller understands that the design of the homes that Buyer builds on this project will be following requirements of Habitat for Humanity International.
- 4.2. Buyer shall commence construction on the Property within three years of the date of this Agreement, or as extended by the parties and agreed to in writing. In the event Buyer fails to commence construction within the timeframe set forth in this Section 2, Buyer shall transfer the Property to Seller for \$1 if Buyer has not commenced construction within ninety (90) days after Seller's written demand.

5. General Provisions.

5.1. *Notices*. All notices or notifications between parties required under this Agreement shall be in writing to the addresses listed below for each:

To Buyer: Pikes Peak Habitat for Humanity

c/o Kris Lewis E.D./C.E.O. 2802 N. Prospect St.

Colorado Springs, CO 80907

With a copy to:

To Seller: Widefield School District Three

c/o Superintendent 1820 Main St.

Colorado Springs, CO 80911

- 5.2. *Cooperation.* The parties agree to cooperate fully with one another and to execute any additional documents and to take any additional action necessary to carry out this Agreement.
 - 5.3. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.
- 5.4. *No Third-Party Beneficiaries*. This Agreement create no rights benefitting third parties, and no third party shall have any right to enforce the provisions hereof.
- 5.5. *Modification and Waiver*. This Agreement may not be modified except by a writing signed by the parties. Neither party shall be deemed to have waived any right or remedy under this Agreement unless such waiver is expressed in writing and signed by the waiving party. No waiver of any right or remedy hereunder shall be deemed to be a waiver or any other right or remedy.
- 5.6. *Severability*. If any provision of this Agreement is held to be invalid or unenforceable by any arbitrator or court, such provision shall be stricken, and all remaining provisions shall be enforceable and valid
- 5.7. *Integration and Amendment.* This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by written instrument signed by the parties.
- 5.8. Headings and Counterparts. The paragraph headings used in this Agreement are for convenience or reference only and shall not be deemed to define or limit the provisions this Agreement. This Agreement may be executed in multiple

counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Facsimile or other electronic transmissions of signatures shall be accepted as originals.

- 5.9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of, the parties hereto and their respective, heirs, successors, and assigns; provided, however, that this Agreement may not be assigned without the prior written consent of the parties.
- 5.10. *No Recording*. This Agreement shall not be placed of public record in any real property records, including without limitation the real property records of El Paso, Colorado.

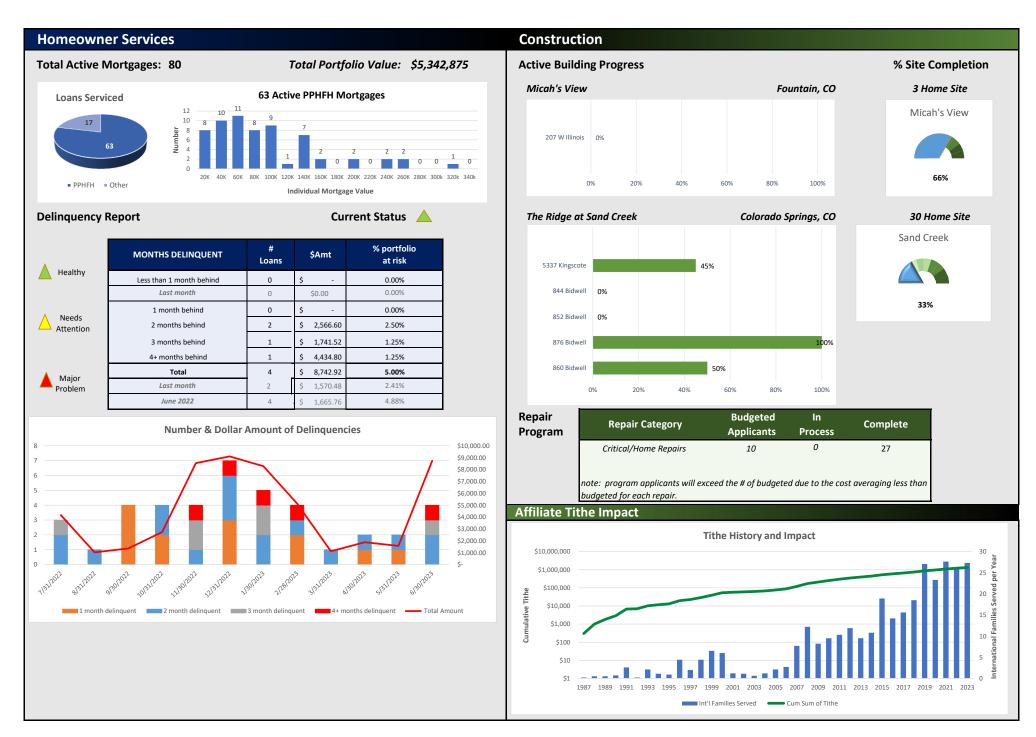
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SELLER:
WIDEFIELD SCHOOL DISTRICT THREE, A Colorado public school district
Ву:
Name:
Title:
Date:
BUYER: PIKES PEAK HABITAT FOR HUMANITY, a Colorado nonprofit Organization
Ву:
Name:
Title:
Date:

Strategic Partnerships Committee Dashboard													Jur	ne 2023
Current Donation Performance							YTD Donation Performance							
FY 2023		<u>Actual</u>		Budget	<u>\</u>	/ariance	Var %		<u>Actual</u>		<u>Budget</u>	<u>\</u>	/ariance	Var %
Indiv	\$	14,445	\$	8,060	\$	6,385	79%	\$	364,917	\$	327,950	\$	36,967	11%
Bequest	\$	-	\$	-	\$	-	100%	\$	-	\$	-	\$	-	100%
Corps	\$	103,790	\$	6,000	\$	97,790	1630%	\$	200,968	\$	144,000	\$	56,968	40%
Grants	\$	210,389	\$	192,500	\$	17,889	9%	\$	817,766	\$	567,304	\$	250,462	44.1%
Religious/ Community Gr	\$	500	\$	1,364	\$	(864)	<u>-63%</u>	\$	33,190	\$	20,000	<u>\$</u>	13,190	<u>66%</u>
Total	\$	329,124	\$	207,924	\$	121,200	<u>58%</u>	<u>\$</u> :	<u>1,416,841</u>	\$	<u>1,059,254</u>	\$	357,587	<u>34%</u>
FY 2022 FY 2021	•	87,547 107,933	\$ \$	44,100 195,544	\$ \$	43,447 (87,611)	99% -45%	\$ \$ 1	864,857 1,109,817	\$ \$	743,840 1,012,163	\$ \$	121,017 97,654	16% 10%

Financials & Related Reports





Staff and Committee Reports

Executive Director, Staff, & Committee Report August 7, 2023

EXECUTIVE DIRECTOR/CEO

- Concentrated and sustained effort leading to Letter of Intent being approved and subsequent formal final "Agreement regarding affordable housing development on WSD3 parcel" reached with Housing for Education Collaborative D3.
- Continuing work as "ally" to Mill Street Neighborhood Association to help craft their CBA regarding the Martin Drake redevelopment, including facilitating meetings with PUSH Buffalo.
- Focus on developing relationships with Hispanic Chamber, Black Chamber, Women's Chamber
- HFHI ED Summit with primary focus on COM 2.0 (Collaborative Operating Model).
- Relationship building and forging partnerships with Lee Patke, Greccio Housing, and Margaret Dolan, Pikes Peak Community Foundation.
- Multiple discussions and research related to the possible acquisition of Habitat for Humanity of Teller County.
- Participation in HFHI Home Equals webinar, "Better for everyone: Exposing the hidden value of equitable housing" as ramp up to new HFHI-driven global affordable housing initiative.

STRATEGIC PARTNERSHIPS

Communications:

Media coverage:

Local Amy Veteran Picks up a Hammer and Helps Build Her New Home (KOAA, July 25):

https://www.koaa.com/community/you-are-not-alone/local-army-veteran-picks-up-a-hammer-and-helps-build-her-new-home)

• Veteran Receives Home for Habitat for Humanity (FOX 21, July 8):

https://www.fox21news.com/top-stories/veteran-receives-home-for-habitat-for-humanity/

 <u>Pikes Peak Habitat for Humanity Part of Increased Effort to Provide Home Repairs for Needy</u> <u>Residents</u> (KRDO NewsChannel 13, June 23):

https://krdo.com/news/local-news/top-stories/2023/06/22/pikes-peak-habitat-for-humanity-part-of-increased-effort-to-provide-home-repairs-for-needy-residents/

Blog posts (found at https://pikespeakhabitat.org/blog/):

- Building Footers, Pouring Concrete, and Laying Subfloor
- Join Us for Teguila and Tapas!
- The First Days of Homeownership
- Honoring Our Veterans
- How Do We Handle Stormwater at the Build Site?
- A Walk Around the Construction Site
- Jessica Shares Her Story at 3rd Interfaith Build for Unity Launch
- Catching up with Karmen
- Colorado Springs Utilities Partners with Pikes Peak Habitat for Water-wise Landscaping

Donor Relations:

- On June 24th Brian Galletta Farmers Insurance hosted a client event at John Venezia Community Park. We set up a table with some collateral and a dipjar. We brought in close about \$50 from the dipjars and Brian Galletta donated \$500
- Kum & Go has selected our affiliate for a \$100,000 house sponsorship in 2023! Kum & Go has been an outstanding national partner with HFHI for 9 years and has donated over \$5M to support Habitat's mission. This, Kum & Go's 10th house sponsorship, will be applied to our fifth Veterans Build.

Faith:

June

- Both Apostles Subcommittee & IBU Subcommittee meetings held
- 3rd Interfaith Build for Unity Kickoff meeting held at Nancy Lewis Park (Groups participated in an Interfaith Mixer, heard from Jessica our partner homeowner, and signed up for interfaith days which will start in August 2023)
- FIA Manager spoke at Bethel Lutheran Church & participated in mission fair
- Three Apostles Build days held

July

- Pikes Peak Habitat officially has a new tithing partner as of July 2023: The Dominican Republic
 - With a population of over 10.5 million, the housing deficit in the Dominican Republic is almost 2.2 million units according to the United Nations Development Program. The percentage of the population living under the poverty line sits at 23.4%. The Dominican Republic has also historically been vulnerable to hurricanes and other natural disasters. Habitat Dominican Republic is taking unique approaches to address these challenges, including offering microloans to families so they can repair their homes, and finding creative, eco-friendly solutions by building homes out of plastic panels that are resistant to harsh weather conditions and help reduce landfills.
- Three Apostles Build Days held
- In prep for the start of 3rd Interfaith Build we currently have 14 IBU days with at least one participating group signed up so far (days available August 2023-April 2024). We only have two more available days!
- Both Faith Subcommittees had the month off for their summer break

Grants:

- Grant funding awarded:
 - Colorado Division of Housing, \$30,000 construction costs for 876 Bidwell Dr (Karmen's house)
 - o Team Up Pilot Cohort (Habitat International), \$15,000 for our Interfaith Program
- Owens Corning's Roof Deployment partnered with MD Roofing & Solar to provide materials and labor for the roof of a veteran in the repair program. (If this is already mentioned in the repairs items, then no need to duplicate)
- Staff attended Housing Colorado's Stakeholder Outreach and Engagement to learn more about programs and funding opportunities

Volunteerism:

June 2023 Construction/Repair Totals

Total Unique Volunteers: 318

Total Hours: 2,688.38

Total Groups: 25 total groups

June 2023 ReStore Totals Combined

Total Unique Volunteers: 259

Total Hours: 2,262.31

Total Groups: 19 total group shifts

June 2023 Overall Volunteer Totals

Total Unique Volunteers: 549

Total Hours: 4,950.69

July 1 - 27, 2023 Construction/Repair Totals

Total Unique Volunteers: 219

Total Hours: 1,905.04

Total Groups: 18 total groups

July 1 - 27, 2023 ReStore Totals Combined

Total Unique Volunteers: 169

Total Hours: 1,735.4

Total Groups: 12 total group shifts

July 1 - 27 2023 Overall Volunteer Totals

Total Unique Volunteers: 363

Total Hours: 3,640.44

PROGRAMS

Construction

- Working on new house plans based on 2023 PPRBD building codes.
- Weather has created a lot of challenges for the site causing the cancellation of several days.

Homeowner Services

- Completed processing 94 applications.
- Conducted 21 home visits for the recommended 10 new families.

Repairs

- We have started working with CAPABLE to provide small home repairs. Great news is that we get paid to do these projects.
- We have completed four Lowe's grant projects and one Home Depot Veteran project in the past few months.

ReStore

- Drop off donation numbers have started to increase the past two months.
- eCommerce has officially launched!

Calendar of Events

COMING EVENTS:

LEGEND: Required Requested Suggested Informational

AUGUST, 2023

- Monday, August 7, 5:45 p.m.: PPHFH Board Meeting
- Sunday, August 13, 5-7 p.m.: Tequila and Tapas at La Rosa Southwestern Dining in Palmer Lake 25 Highway 105, Palmer Lake, CO 80133. RSVP deadline is Aug 4th.

SEPTEMBER, 2023

- Saturday, September 9, 8:30 a.m. 2 p.m.: Board Retreat, Ent Headquarters
- Wednesday Sept. 27, 5:30-7 p.m.: Donor Appreciation Event at the Pinery North

OCTOBER, 2023

- Monday, October 2, 5:45 p.m.: PPHFH Board Meeting
- Saturday, October 14: Board Build Opportunity, The Ridge at Sand Creek (morning and afternoon shifts available (see appendix for registration)

NOVEMBER, 2023

 Saturday, November 4, 10:30 a.m.: Hammond/Trowbridge Build Home Dedication (Kayla), The Ridge at Sand Creek

DECEMBER, 2023

- Monday, December 4, 5:45 p.m.: PPHFH Board Meeting
- Saturday, December 9, 10:30 a.m.: Apostles Build Home Dedication (Mariela & Ricardo), The Ridge at Sand Creek

Appendix

2023 Board Build Opportunities

Friday, June 16 - both morning and afternoon shifts available

Saturday, October 14 - both morning and afternoon shifts available

Register using this link or by scanning the QR code:

https://www.cervistech.com/acts/console.php?console_id=0364&console_type=event_list&event_id=26&ht=1&res_code=BoardVolunteer



Please note that the online registration system populates three months out you will only see the June 16th date at this time.

