



Board of Directors Meeting  
January 26, 2021

Call to Order	Stephen Westbrook
Mission Moment	Kimberley Batteast Moore
Minutes of November 17, 2021 Meeting	Linda Loewenstein / Pattye Taylor-Phillips
CEO Report	Kimberly McKinney

Committee Reports:

Discussion of any requiring Board action and/or questions regarding written reports.

Other/Open Business

Adjournment of Full Board

**Executive Session *\*as needed***

Adjournment

**MARK YOUR CALENDARS:**

*Upcoming Events*

Tuesday, February 23, 2021

**Board Meeting, 11:30 AM**

Tuesday, March 23, 2021

**Board Meeting, 11:30 AM**

Tuesday, April 27, 2021

**Board Meeting, 11:30 AM**

Tuesday, May 25, 2021

**Board Meeting, 11:30 AM**

Tuesday, June 22, 2021

**Board Meeting, 11:30 AM**

“A world where everyone has a decent place to live”

Minutes from the meeting of the Board of Directors of  
Habitat for Humanity Saint Louis (HFHSL)  
November 17, 2020 Board Meeting Minutes

The following members of the Board of Directors and other interested parties participated in this Board meeting via conference call to avoid personal contact during the Covid-19 virus outbreak. Participants are listed below.

Chris Roetheli	Lance Cage	Anna Hart
Ed Alizadeh	Jim Del Carmen	Marc Hirshman
Rob Anderson	Kay Gasen Thenhaus	Emily Martin
Barb Anderson-Kerlin		LaDawn Ostmann
Kim Bakker	Todd Gibson	Floyd Simms
Amy Berg	Matt Guymon	Sarah Sise
Jared Boyd	Tiffany Harvey-Horton	Nat Walsh
Malaika Horne	Bob West	Linda Loewenstein
Stephen Westbrooks		Kimberly McKinney
Dan Cierpiot	Irena Dimitrova	

Chris Roetheli called the meeting to order at 11:32 am. Chris thanked the Habitat staff, the Finance Committee and everyone who worked to put together the 2021 budget.

**Mission Moment:** Lance Cage described the fact that he lived in an old house with a very old porch on his house and last year his wife was pushing to get it fixed. Of course, everything was a lot cheaper, but he put it off. He was talking to his daughter and she said “dad that wasn’t very smart...” Lance began thinking about the recession and the recovery. These difficult times are affecting different people in different ways and especially our Habitat families. He was looking at the research related to the cost of housing and St Louis leads the nation for the largest rental rate increases. Fewer jobs, decreased wages and rental increases are all directly impacting our community and we all know these families, it’s more than just statistics. We’re facing huge challenges in this recession; We need to be supportive of those on the downside of the recession; Lance asked everyone to consider giving additional donations this year considering the current recession;

**Minutes:** A motion to approve the minutes from the October 27, 2020 Board of Directors meeting was made by Amy Berg and seconded by Stephen Westbrooks. The motion was approved.

**2021 Budget:** Rob Anderson presented the 2021 budget. He was very happy with the package the team put together including Dan in his final days, Irena, Kimberly and the Finance Committee.

Please refer to 3 pages of assumptions and note that the Budget was based on 2019, the last normalized year, and it is a plus up from 2019, but less than 2020. Assumptions for 2021, are that we will endure 3 months of Covid conditions and then begin recovery; Rob reviewed the budget at a high level.

Total income from operations: 2021 \$8.6 million (2020 was \$10.3 million & 2019 actual \$7.081 million)

Total expenses; 2021 \$8.3 million (2020 budgeted \$9.2 actual \$7.239)

Income minus expenses: 2021 \$230,000; (2019 lost \$157,000 budgeted)

Key point: Rob pointed out that to work through a pandemic and end up in the positive is quite enormous and Rob communicated the dedication of the staff to pull this together. IFF 2020 PPP loan forgiveness \$432K was a large factor and he said we should all be very proud of how this organization responded in such a difficult time.

Net Cash: \$4.2 million 16 homes already complete (carry over of 8 and 8 new homes) La Saison Phase 1 (3), Gate District Phase 1 (5), Lookaway Phase II (7) and Itaska (1) 2021 KMOV home. This may be the one aggressive assumption in this plan as 16 closing have not been achieved since 2016; In the end, it is no real risk to the budget. if we don't build, we don't have expenses

ReStore: Sales assume operations at five days/week and based on performance average of three years. Total sales \$1.1 million (\$875,000 in 2020 vs. \$1.2million for 2019) see assumptions in budget packet;

Key items: 2020 actual: PPP loan of \$432,000 should be forgiven;

Rob then opened it up for questions:

Is some of the optimism the fact that we have sites that we didn't build on? Kimberly responded: 8 are more than 50% with some as much as 85% complete and should close early in 2021; We also have a hopeful connection thanks to Ed Alizadeh that may provide in-kind services on homes 4 and 5 within the Gate District; Only the Lookaway homes out of ground start to finish.

What is the \$100,000 of other income? Mostly funds from Chapman Ventures in Des Peres including the check exchange and the managing the facility which is \$91,000 of A

What was the approach to projecting Mission Support: For 2021, we took a conservative approach: build benefits, general donations, etc. many previous numbers were cut in half; not anticipating volunteers during the 1st quarter.

Operating Expenses: 2021 budget assumes management expenses \$682,000 same as 2020, no increase in salaries across the board. In 2019 actual expenses were \$899,000 so this team is keeping expenses really tight. Maintenance, repair, utilities have really been the only increases. Kimberly added that staff salaries for those who are still on reduced pay/hours will remain at 60-75% thru 2021 Q1 and then re-evaluate; Also restore only open 5 days / week thru Q1 2021 and ReStore Des Peres will be operating at 25% capacity as required by St. Louis County; ReStore South Side operating at 75%, so this budget is conservative through Q1.

Is there anything in the 2021 budget for Art Place Initiative (API)? Yes, the budget includes expected revenue.

Chris added that the finance committee met Friday and that staff were very thoughtful about putting this together with a lot of moving parts; very conservative and positions us well heading into 2021; He credits them and their hard work. Kimberly echoed Chris in giving thanks to Irena and Dan. With no further questions, Rob Anderson made a motion, seconded by Todd Gibson and approved unanimously.

**CEO Report:** KMOV great first week followed by a challenging second week since every corporate group pulled out. Live interviews continued. There will be a live event on Monday at noon, but we are not sure what it will look like at this time.

Due to a printing error, there is a concern with the end of year appeal letter that went out. Please check your appeal letter to confirm that the letter and return matches, if not, please let Kimberly know and snap a photo. Kimberly will send a follow up email regarding this issue.

Family Service staff worked with 14 homebuyers to apply for CARES program funds from St. Louis City.

Finally, two La Saison are expected to close Dec. 4; At this time, we plan on a “parking garage signing”, not exactly the holiday event we typically have, but nonetheless closings will be good.

Program: Grant requests were made to the Affordable Housing Trust Fund (AHTF) for Bevo neighborhood (what will likely be the 2021 KMOV Home) and for Art Place Initiative II

Tiffany: As an item added to the agenda, Kimberly provided an email to the Board regarding these properties. Because of numerous inquiries from other developers interested in purchasing the property, staff listed them to “test the waters” and received a cash offer of \$125,000 (asking price). Consideration to sell is based on the homes being expensive to build (based on Tiffany II costs) and Tiffany III has less subsidy dollars. Smith and Associates, Donna and Howard Smith are working to unwind the properties and in the case that we move forward. If we move forward, board approval is required. Amy Berg moved to approve the sale of these properties in Tiffany, Todd Gibson, 2<sup>nd</sup> the motion. Motion approved: Michael is working closely with Loretta with the Housing Trust Fund to move the subsidy dollars received from AHTF to Gate District.

The Board Governance taskforce report asked for consideration as Officers 2021: Amy Berg President elect; Treasurer Rob Anderson; Pattye Taylor-Phillips as secretary; General Counsel Matt Guymon; At Large Malaika Horne, Anna Hart, John Short; returning members and new members: Kimberly Batteast Moore, Lauren Talley; Pattye Taylor-Phillips (full voting member); Paul Woodruff; Steven Scott; Tiffany Harvey-Horton (renewal); Linda Loewenstein (Alumni board) The Board thanks the retiring Board members including Barb Anderson Kerlin, Carla Reid, Kay Gasen Thenhaus, Kim

Bakker, Natasha Das and Sarah Sise. As elected President Elect previously, Stephen Westbrooks will become President as of Jan 1, 2021. Chris commented that Kimberly puts a lot of work into board considerations including new, renewing, and alumni – he appreciates her thoughtfulness and is excited about the new people joining. Nat Walsh motion to accept slate as presented; Lance 2nd: Motion approved.

Retreat: In 2021, a retreat will be scheduled once pandemic restrictions permit. Please hold Jan 26, Feb 27 and March 23 for first 2021 board meetings;

Staffing: Habitat now has their 3<sup>rd</sup> person test positive for Covid. Kimberly thanked Kim Bakker, John Short and Anna Hart for all their assistance with HR / Covid related issues;

Family Services / Adopted families; Please let Kimberly or Avis know what you are comfortable doing. There will be some of our families who need help with holidays this year so if you can help drop gifts or gift cards it would be greatly appreciated.

Dashboard: Highlights: individual donors have really stepped up this year; Brick by Brick program for monthly giving will replace the previous Sustainers Club. Outlined in yearend appeal and will focus more throughout 2021; Also, if you have not made your 2020 gift, please do so – 100% board giving is critical to many of the grant requests.

Chris asked that members please consider offering to help with holiday giving for our families; and thanked everyone for their participation on the call. Meeting by phone or virtual is a challenge but we will try and improve engagement in 2021 including welcoming our new members. Kimberly stated 2021 board meeting days will be coming soon and she thanked Chris for his service as President of the board as this was his last official meeting as president.

There being no further business, the meeting adjourned at 12:16pm the motion made by Amy Berg/ Ed Alizadeh and seconded by Todd Gibson. The motion was approved.

Respectfully submitted: Linda Loewenstein on behalf of Pattye Taylor-Phillips, Board Secretary

Habitat for Humanity Saint Louis Dashboard  
as of November 30, 2020

RESOURCE DEVELOPMENT	November	YTD	Notes:		
New Donors	14	326			
New Keystone Benefit Members (\$1500+ Annually/Mission Support)	3	52	22 as of Oct 2019		
Build Benefits Pledged	\$25,000	\$107,000			
Build Benefits Recd To Date	\$25,000	\$288,700			
Renewed Donors	65%				
BOD Funds Pledged	\$0	\$42,800			
BOD: Funds Received	\$1,000	\$43,150	Prior error corrected within cumulative		
BOD % Giving	82%				
BOD Meeting Attendance	71%				
<b>PROGRAM</b>					
Homes Under Construction	10				
Homes Closed	0				
Average Cost / Closed Home	0				
Future Build Sites Available	20	5 LaSaisonII, 7	Lookaway, 3 TiffanyIII, 1 Bevo, 2 Gate Dist., 2 UCity		
Applicants Pipeline	53	115			
Mortgage Loan Fund Balance	\$ 2,885,000	Midland/1st Bank (first 5 comp.), Royal 1, Citizens National/Sterling 5 each			
<b>RESTORE</b>					
	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>%</b>	<b>Annual Budget</b>	<b>Notes</b>
Revenue RSS	\$ 321,775	\$ 608,000	50%	\$ 650,000.00	
Revenue RDP	\$ 446,540	\$ 720,000	57%	\$ 780,000.00	
ReStore P/L	\$ 204,653	\$ 315,710	35%	\$ 581,149.00	
# of Donations	571	134 Pick Ups /63 drop off at RSS / 374 drop offs at RDP			
<b>FINANCIALS</b>					
<b>Total Income</b>	\$ 2,210,014	\$ 6,433,882	25%	\$8,931,082	Inc \$738,700 in projected closing revenue
Home Construction	\$ 22,334	\$ 3,502,121	1%	\$3,502,125	CIP= \$1,369,623
Operating	\$ 1,802,955	\$ 1,525,087	64%	\$2,807,165	
ReStore	\$ 880,024	\$ 1,333,940	59%	\$1,490,651	
<b>Total Expense</b>	\$ 2,660,645	\$ 6,361,152	34%	\$7,799,941	
<b>Net Profit/Loss</b>	\$ (450,630)	\$ 72,730		\$1,131,141	\$432k PPP still booked as a loan: If/when forgiven it will be moved to revenue
	<b>YTD 2020</b>	<b>YTD 2019</b>	<b>Change</b>		
Year/Year Change in Cash	\$ 187,646	\$ 174,153	\$	13,493	
Year/Year AP	\$ 692,890	\$ 1,064,177	\$	(342,367)	
Year/Year Debt	\$ 1,383,166	\$ 1,064,177	\$	318,989	Inc \$432k PPP

Habitat for Humanity Saint Louis Dashboard  
as of December 31, 2020

RESOURCE DEVELOPMENT	December	YTD	Notes:		
New Donors	76	402	306: 2019		
New Keystone Benefit Members (\$1500+ Annually/Mission Support)	8	60			
Build Benefits Pledged	\$0	\$107,000			
Build Benefits Recd To Date	\$12,500	\$301,200			
Renewed Donors	71%				
BOD Funds Pledged	\$750	\$43,550			
BOD: Funds Received	\$19,102	\$62,252	Prior error corrected within cumulative		
BOD % Giving	100%				
BOD Meeting Attendance	71%				
PROGRAM					
Homes Under Construction	9				
Homes Closed	1				
Average Cost / Closed Home	0				
Future Build Sites Available	20	5 LaSaisonII, 7 Lookaway, 3 TiffanyIII, 1 Bevo, 2 Gate Dist., 2 UCity			
Applicants Pipeline	53	115			
Mortgage Loan Fund Balance	\$ 2,735,000	Midland/1st Bank (first 5 comp.), Royal 1, Citizens National/Sterling 5 each			
RESTORE	YTD Actual	YTD Budget	%	Annual Budget	Notes
Revenue RSS	\$ 345,172	\$ 650,000	53%	\$ 650,000.00	
Revenue RDP	\$ 487,716	\$ 780,000	63%	\$ 780,000.00	
ReStore P/L	\$ 197,955	\$ 581,150	34%	\$ 581,150.00	
# of Donations	439	95 Pick Ups /32 drop off at RSS / 312 drop offs at RDP			
FINANCIALS					
<b>Total Income</b>	\$ 2,859,014	\$ 8,931,082	32%	\$8,931,082	Inc \$738,700 in projected closing revenue
Home Construction	\$ 27,334	\$ 3,502,121	1%	\$3,502,125	CIP = \$1,121,886
Operating	\$ 2,334,784	\$ 2,807,165	83%	\$2,807,165	
ReStore	\$ 1,080,022	\$ 1,490,651	72%	\$1,490,651	
<b>Total Expense</b>	\$ 3,387,670	\$ 7,799,941	43%	\$7,799,941	
Net Profit/Loss	\$ (528,656)	\$ 1,131,141		\$1,131,141	\$432k PPP still booked as a loan: If/when forgiven it will be moved to revenue
	YTD 2020	YTD 2019	Change		
Year/Year Change in Cash	\$ 141,778	\$ 183,147	\$	(41,369)	
Year/Year AP	\$ 650,968	\$ 1,321,277	\$	(670,309)	
Year/Year Debt	\$ 1,317,772	\$ 1,000,433	\$	317,399	Inc \$432k PPP

**Habitat for Humanity Saint Louis Board of Directors Meeting**  
**Tuesday, January 26, 2021**  
**CEO Report**

**Success and Shout Outs!**

**Resource Development**

**Brick by Brick**

Rolled out as part of the holiday appeal – Brick by Brick – is now the monthly giving program with suggested giving levels between \$10 to \$100+. Currently, we have just over 30 monthly donors (5 new members from the holiday appeal) who account for donations totaling almost \$1500/month. Increasing participation in Brick by Brick will be an ongoing process, and it will take time to build new members. Giving clubs are best proposed to new donors rather than existing donors who are already set in a pattern of giving.

ReStore discount cards (one of the benefits to monthly giving members) have been developed and mailed. The card holder can use this each time they come into the Restore. Customers who want to sign up for the monthly sustainers club in the ReStores can do so online or by calling RD but will not receive or be eligible to use the discount card that day. They must start a pledge and then receive the card by mail. This will ensure any on the spot sign-ups followed by cancellations.

Welcome protocol for any new donor to invite them to join Brick by Brick as part of the cultivation process is under development and expected to be in place by the end of March.

**Spring/Easter Appeal**

Based on past data, this appeal will be sent to select donors (approximately 300) and will be prepped in house with a more personalized approach.

**Grants**

Current grants in development include Spire (\$50k), US Bank (\$30k), Bank of America (TBD/partial HFHI), and Enterprise Fleet (TBD).

**KMOV “Home for the Holidays”**

Wrapped up the modified version of KMOV on November 23, 2020 with two interviews. More on the progress of the home is noted below within Gate District.

[https://www.kmov.com/home-4-the-holidays-november-23-2020/video\\_3b19ebb3-3a83-5fef-8a83-287cbc1c9a07.html](https://www.kmov.com/home-4-the-holidays-november-23-2020/video_3b19ebb3-3a83-5fef-8a83-287cbc1c9a07.html)

**Program**

**Neighborhoods/ Home Construction/Homebuyers**

*La Saison:* House 1 on December 4<sup>th</sup>. House 2 was postponed as Family Services resolved various issues with the buyer; it is currently scheduled for a March closing along with House 3. As we continue to work without large groups of volunteers, Houses 4 and 5 are projected to close in late May and early July respectively.

*Gate District* (across from Tiffany) - 5 homes, \$285,800: House 3 which was the site of the KMOV build is slated to close in April. Houses 1 and 2 are under roof but were paused briefly as a subcontractor battled COVID impacting him and his workforce. Excavation will occur for Houses 4 and 5 by the end of January to allow for the in-kind work (labor and materials) being generously



donated by CCDI, Clayco and Geotechnology the first week in February (Thanks again Ed!). Based on the current schedule, these two homes will close in November.

*Lookaway Phase 2* – 7 homes, \$446,751: House 1, 711 Lookaway Court, is permitted. Bid work has begun with a goal to break ground on this house no later than May and for it to be completed and sold by year end. 3 of 7 houses remain sold – additional homes will come online as volunteers are allowed to return.

*Art Place Initiative (API)*: As previously shared, API is a project in Gravois Park just a few blocks east of HFHSL headquarters. In partnership with Kranzberg Arts Foundation, HFHSL by a Master Developers Agreement is acting as General Contractor, with current funding for seven homes – a mix of new construction and rehab. House #1, 3728 Oregon is being framed and is expected to be completed in May. Art Place released the first information for homebuyer interest and has received 9 applications to date. As a fee-based service, Habitat will be assisting with the scoring of applicants.

#### Future Builds:

*Tiffany Phase 3* – 3 homes, \$216,287 As approved in November, this property is under contract to be sold based on market rate interest, a home design that is expensive to build (based on Tiffany II) and less subsidy dollars than Tiffany II. The sale is contingent on unwinding Tiffany III property expenses (less than \$11k) from a 2017 New Market Tax Credit transaction. With much involvement and thanks to Donna and Howard Smith, the issue remains pending. A verbal update will be provided.

*University City Phase 3* – 3 homes, \$400,150: No change.

*Old North St. Louis Phase 3* – 3 homes, \$270,000. CDA has notified us of a possible sound issue related to the sites identified (and funded), awaiting their review. Site is immediately adjacent to homes built previously on Clinton.

*API II* – The Affordable Housing Trust Fund request of \$448k requested for a second phase of seven units of affordable homeownership, again in partnership with Kranzberg Arts Foundation was not funded citing a need for additional progress to be made on phase one. The application will be resubmitted as part of the fall 2021 NOFA.

*Bevo III* – The application for funding submitted for this planned 2021 KMOV Home 4 the Holidays Build was funded (\$49,000) This is a single unit at 4314 Itaska St.

### **Management/General/Covid 19**

#### **Board Governance**

Welcome new and returning members: Kimberley Batteast Moore, Lauren Talley, Pattye Taylor Phillips, Paul Woodruff, and Steven Scott. More on each can be found at:

<https://www.habitatstl.org/board-members/kimberley-batteast-moore/>

<https://www.habitatstl.org/board-members/lauren-talley/>

<https://www.habitatstl.org/board-members/pattye-taylor-phillips/>

<https://www.habitatstl.org/board-members/paul-woodruff/>

<https://www.habitatstl.org/board-members/steven-m-scott/>

All members are encouraged to visit not only the bio links above but their own as well - and to provide any updates. Work is underway to add the Alumni Board to the habitatstl.org website.

With sincere hope that a Board Retreat may be scheduled if/when pandemic protocols allow., 2021 meetings for now have been scheduled as follows:

Feb 23	May 25	Sept 28
March 23	June 22	Oct 26

April 27

Aug 24

Nov 30

Please let me know if you wish to receive meeting dates by Outlook invite.

2021 Board documents are attached (Statement of Commitment, Volunteer Waiver and Conflict of Interest). The Statement of Commitment will be discussed further as part of the January meeting. Please complete and return all documents by Feb 19<sup>th</sup>.

### **Staff Updates**

There has been no change to those who remain on reduced hours/salary and the State of MO Shared Work Program (all RD, all Family Services, most ReStore staff and me).

With the assistance of Peoples Bank, a second PPP loan was requested on January 19<sup>th</sup> (also the first day that the SBA began accepting applications from banks of Peoples size). Information requested as part of the application supported an ask of \$434,923.

### **3830 South Grand**

In preparation for the installation of solar canopy on both the north and south parking lots, trenching work was completed in December. Aschinger (selected by Ameren as the contractor) will return to the site in the Spring.



### Board of Directors Position Description and Statement of Commitment

The Habitat for Humanity Saint Louis (HFHSL) Board of Directors is a strategic, governance, and resource development board which meets up to ten times per year including a one-day retreat.

**Board members are expected to have commitment to and ownership of the mission, vision and plans of the organization and to demonstrate this by their personal giving (see statement below).**

To allow for recruitment periodically of new members and further expand involvement of the community, terms are limited to three years. A member may be invited to serve an additional term.

Board members are expected to discharge their responsibilities in a business-like manner. Further, members are also expected to;

- Recommend, approve and review HFHSL policies;
- Approve the annual budget and audit of HFHSL.
- Guide and approve the creation, evaluation and implementation of the strategic plan and objectives;
- Approve the employment of the Chief Executive Officer.

#### **Additionally, as a member of the Board, I personally make the following commitments;**

- I will attend regularly scheduled Board meetings including the Board Retreat, preparing beforehand by reviewing agendas, minutes and support materials.
- I will serve as a spokesperson, promoting HFHSL publicly and informing others about the mission and programs.
- I will follow conflict of interest and confidentiality policies.
- I will assist in identifying and recruiting other Board Members.
- **I will make an annual personal financial contribution at a level that reflects my personal means and strong commitment. 100% participation by the Board is required.** During this calendar year, I personally pledge a gift in the amount of \$\_\_\_\_\_ or more. I commit to making this gift no later than \_\_\_\_\_ (preferably by end of November).
- I will assist with identifying prospects and providing outreach as needed appropriate to the various opportunities (Keystone Community Partner, Individual Giving, Executive Build – as examples) to financially support HFHSL

Agreed to by: \_\_\_\_\_  
Board Member Signature Date

## **CONFLICT OF INTEREST POLICY**

Habitat for Humanity St. Louis (HFHSTL) expects its officers, directors and management staff (herein referred to as "Members") to exercise good judgment with respect to their activities apart from their employment or involvement with HFHSTL.

HFHSTL does not wish to interfere with the use of "Members" own time. However, if the outside activities involve the use of HFHSTL time, equipment or information, detract from their job performance, are detrimental to HFHSTL's public relations or are otherwise prejudicial to its interest, such activities naturally become a matter of justifiable concern to HFHSTL. It is not intended that the foregoing shall preclude participation in community, religious and political affairs, but such activities should not be permitted to adversely affect the proper performance of a "Member's" board role/ job or create situations injurious to HFHSTL's public relations.

"Members" must not have any personal business or financial interests with individuals or concerns with which HFHSTL does business unless such interest is disclosed to the CEO and Board of Directors in writing. This policy strictly applies to "Members" who buy or sell or who have the authority to control or supervise the selection of individuals or concerns with which they do business on behalf of HFHSTL.

"Members" are urged to discuss actual or proposed outside activities with the CEO and/or Board of Directors whenever there may be doubt as to whether the activity might be considered contrary to the best interested of HFHSTL.

"Members" shall not accept gifts, entertainment or other favors from individuals or concerns with which HFHSTL does business other than those of a token nature or the common courtesies associated with generally accepted business practices.

The reference herein and in the attached "Conflict of Interest Statement; form to other 'Individuals or concerns with which HFHSTL does business'" includes, but is not limited to, close relatives, independent adjusting or auditing firms, attorneys, collection agencies, vendors, subcontractors, suppliers and consultants of all types.

The term "close relative," used herein and in the attached "Conflict of Interest Statement" form, means the spouse, parent, child, brother or sister.

**CONFLICT OF INTEREST STATEMENT**

TO: Habitat for Humanity St. Louis

FROM: \_\_\_\_\_ (print name)

**NOTE: IF NO EXCEPTION, MARK NONE, NOTHING OR NOT APPLICABLE.**

I have received and read the organization's policy concerning Conflicts of Interest in connection with my services to Habitat for Humanity St. Louis (HFHSTL). As one of HFHSTL's officers, directors or employees as referenced in such policy, the following statements are made to you.

1. My holdings or participation (in any manner whatsoever) in companies, firms, partnerships, corporations or other business enterprises other than: (a) corporations whose stock is quoted on public stock exchanges or publicly traded in over-the-counter markets; or (b) financial institutions such as banks and trust companies or savings and loan associations, which now are, or which may become, either suppliers, customers or a party to a contract with HFHSTL, are limited to the following:
  
2. I do not render a professional service or any other service for compensation to nor act as consultant to or participant in the management or operation of any enterprise which is now or which may become, either a supplier, a customer, a competitor or a party to a contract with HFHSTL, except:
  
3. I am not entitled to, nor will I enter into any arrangement, contract, understanding or practice by which I might become entitled to a fee, commission, or any consideration of any kind whatsoever as a result of my employment or involvement with HFHSTL, from an enterprise which is now, or which may become, a supplier, a customer, or a party to a contract with HFHSTL except:
  
4. I have no close relative, i.e., spouse, parent, child, brother or sister, who furnishes services, supplies or material to HFHSTL, nor who has an interest as officer, director, or substantial stockholder in any companies that furnish supplies, services or materials to HFHSTL, except:

In the event that a change in circumstances occurs which would alter the situations reported by the statement which I have made herein, I will advise you of such changed circumstances without undue delay.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Dated \_\_\_\_\_

## 2021 VOLUNTEER RELEASE AND WAIVER OF LIABILITY

The Volunteer and/or Guardian desire that the Volunteer participate in certain projects and other activities of Habitat for Humanity Saint Louis ("Habitat"). The Volunteer and/or Guardian understand that the activities may include constructing residential buildings, working in our ReStore or warehouse, being transported to and from work site locations, and consuming food provided for the work project ("Project").

**The Volunteer and/or Guardian recognizes that there are inherent risks and dangers in performing construction projects and that Habitat has the right to refuse to allow any Volunteer to participate in the project, for any reason and in the sole discretion, of Habitat, its agents, servants or employees.**

The Volunteer and/or Guardian do hereby freely, execute this Release under the following terms:

**1. Waiver and Release.** By signing this Release, Volunteer and/or Guardian hereby release and hold harmless Habitat and its successors and assigns, its directors, employees and staff, from any and all liability, claims, and demands of whatever kind or nature which arise or may hereafter arise as a result of Volunteer's participation in the Project.

Volunteer and/or Guardian understand that this Release discharges Habitat, its directors, employees and staff, from any liability or claim that the Volunteer may have against Habitat regarding any claim or demand that may result from Volunteer's participating in the Project. Volunteer and/or Guardian also understand that Habitat does not assume any responsibility for providing any assistance to Volunteer, including but not limited to medical, health, disability, or workman's compensation insurance.

**2. Medical Treatment.** Volunteer and/or Guardian release Habitat from any claim whatsoever which arises or may hereafter arise as a result of any first aid, treatment, or service rendered in connection with the Volunteer's participation in the Project, or with the decision by any representative of Habitat to exercise the power to consent to medical or dental treatment.

**3. Assumption of Risk.** The Volunteer and/or Guardian understand that the Project may include activities which may be hazardous to the Volunteer. In addition, any food and medical facilities which may be donated to and/or purchased by Habitat are beyond the control of Habitat. Therefore, the Volunteer and/or Guardian assumes any and all risk of any kind that may arise out of the Volunteer's participation in the Project.

**4. Insurance.** Habitat may elect, in its sole discretion, to provide group accident insurance and make it available to Project Volunteers, as well as liability insurance. Except to the extent it makes available, or has such group accident insurance, or other insurance, Habitat expressly disclaims any responsibility for providing any insurance for Volunteer, including, but not limited to health, medical, liability or workmen's compensation.

**EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE COVERAGE IN EFFECT.**

**5. Photographic Release.** By signing this Release, Volunteer and/or Guardian also transfer unto Habitat all right, title, and interest in any and all photographic images and video and audio recordings made by Habitat and/or third party including, but not limited to, any royalty benefits or other proceeds that could be received from such photographs or recordings.

**6. Volunteer Age Limitation.** Volunteer certifies that he/she is at least 16 years of age.

**7. Other.** Volunteer and/or Guardian expressly agree that this Release is permitted and governed by the laws of the State of Missouri. Further, the Volunteer and/or Guardian agree that in the event that any clause or provision of this Release shall be held to be invalid by a court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

**8. Privacy Policy.** All information given on this form is used by Habitat solely as a means of maintaining accurate volunteer records and conveying up-to-date information with all participants of our affiliate. All information is private and in no way will we disclose or sell it to any parties outside of Habitat.

**9. Parking Disclosure.** Habitat cannot be responsible for loss, theft, or damage in the event of an unfortunate occurrence. To ensure the safety of your vehicle, please do not leave any valuables of any kind in your car, not even under the seat. We recommend that you do not bring ANY valuables to the warehouse, ReStore, or build site. Habitat will not be responsible for any parking tickets.

**10. Smoking Policy.** Habitat strictly prohibits smoking in or on its build sites, administrative offices, warehouse, ReStore, and any other Habitat affiliated site, structure, or location. Individuals working and/or volunteering in or around a Habitat building or facility wishing to smoke may do so at a distance of at least 25 feet from any Habitat affiliated site, structure, or location. Individuals volunteering on the Habitat build site and wishing to smoke must do so on the street and away from any Habitat home under construction. Habitat reserves the right to ask any individual to leave the Habitat affiliated site, structure, or location if found smoking in violation of this policy.

**11. Dress Code.** Habitat requires that all individuals wear clothing considered to be appropriate for the types of work they might be assigned. Inappropriate clothing can be considered to be anything deemed to be either unsafe, or inappropriately revealing, including but not limited to: short shorts, sagging pants or shorts, halter tops and/or spaghetti straps. Individuals wearing clothing deemed to be inappropriate may be asked to change their clothes or leave for the day.

**12. Weapons Policy:** In order to ensure a safe environment for volunteers, clients, visitors, vendors, employees, or any other individuals, Habitat prohibits the possession, transport, storage, use or sale of weapons, including firearms, on its property, at work sites or work functions, or at any time. Habitat prohibits all persons from carrying a handgun, firearm, or other weapon of any kind onto its property, regardless of whether the person is licensed to carry the weapon or not—this is Habitat's right as an employer and property owner. The policy covers all property owned by or operated by Habitat, including buildings and surrounding areas such as sidewalks, walkways, driveways and parking areas under Habitat's ownership or control. Habitat reserves the right to conduct searches of any person or vehicle that enters Habitat property. This provision includes searches of clothing, lockers, purses, bags or briefcases, and vehicles on the property.

**13. Volunteer Confidentiality Agreement:** In the course of your volunteer services with Habitat, you may be granted access to information regarding Habitat's homeowners, applicants, donors, volunteers and Habitat work product which is deemed personal and confidential ("Confidential Information"). This Confidential Information may include, but it is not limited to, the homeowners', applicants', donors', volunteers', and Habitat work product; personal information; medical status or history; salary information; employment information; social security number or other personal identification; banking, credit, or other financial records; court records; donor identification; donation amounts; work product and materials related to grants, funding, future build sites, and financial information. It is Habitat's policy to use this information exclusively for the purposes for which it was provided and/or created, and to keep this information strictly confidential. By signing this agreement, you agree and acknowledge, both during and after your service, that you will hold such information strictly confidential; that you will not use or disclose such information except as necessary in the course of your service; and that you will not retain copies of any documents containing such information.

**ALL information MUST be completed & **SIGNED****

**Volunteer Signature of Release and Waiver of Liability**

IN WITNESS WHEREOF, Volunteer and/or Guardian have executed this Release as of the day and year written below.

\_\_\_\_\_  
Signature of Volunteer – Must be signed

\_\_\_\_\_  
Signature of Parent/Guardian (if volunteer is 16 –17 years of age)

Date \_\_\_\_\_ 2021

**Volunteer Info - Please PRINT all information LEGIBLY**

Please circle one: Mr. / Mrs. / Ms.

\_\_\_\_\_  
First Name MI Last Name Date of Birth: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Employer: \_\_\_\_\_ Are you volunteering with a group or organization?  Yes or  No  
If yes, Organization Name: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Name \_\_\_\_\_ Medical Allergies: YES  NO   
If yes, please list: \_\_\_\_\_  
Relationship \_\_\_\_\_ Phone \_\_\_\_\_

Would you like to stay in touch with Habitat Saint Louis? Fill out the fields below!

I would like to receive the printed HFHSL newsletter in the mail.

I would like to receive email updates from HFHSL (sent approximately 1/month)

***Thank you for volunteering! YOU are helping to build homes and hope in St. Louis!***