

**TAX CREDIT AGREEMENT****(City of Columbia - Center for Urban Agriculture)**

**THIS TAX CREDIT AGREEMENT**, effective as of the date of the last signatory noted below (the "Agreement"), by and among the **MISSOURI DEVELOPMENT FINANCE BOARD**, a body corporate and politic of the State of Missouri (the "Board"), the **CITY OF COLUMBIA, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the "Public Entity") and the **COLUMBIA CENTER FOR URBAN AGRICULTURE**, a Missouri nonprofit corporation (the "Nonprofit Entity");

**WITNESSETH:**

**WHEREAS**, Section 100.286.6 of the Revised Statutes of Missouri (the "Tax Credit Statute") provides that any taxpayer shall be entitled to a tax credit against any tax otherwise due under the provisions of Chapter 143, RSMo, excluding withholding tax imposed by Sections 143.191 to 143.261, RSMo, Chapter 147, RSMo, or Chapter 148, RSMo, in the amount of fifty percent of any amount contributed in money or property by the taxpayer to the development and reserve fund, the infrastructure development fund or the export finance fund during the taxpayer's tax year; and

**WHEREAS**, the Public Entity and the Nonprofit Entity have requested that the Board accept contributions from donors and make the proceeds of such contributions available to the Public Entity for the purpose of paying a portion of the cost of financing a portion of the project described on **Exhibit A** hereto (the "Project"), all as more fully described in the application documentation for assistance submitted to the Board (all as attached hereto as **Exhibit B**, collectively, the "Project Application"); and

**WHEREAS**, at a meeting of the Board held on July 16, 2019, the Nonprofit Entity made written and oral presentations to the Board concerning the Project and the Project Application and on July 16, 2019, the Board adopted a Resolution approving the Application and the award of Tax Credits in an amount up to \$2,000,000; and

**WHEREAS**, the Project will significantly benefit the City of Columbia, the Boone County area and the State by: (i) assisting small agri-businesses in the community, (ii) expanding educational programming for healthy food preparation and consumption, (iii) improving the overall health of the community; (iv) providing space for private, semi-private, and public events; (v) stimulating tourism in the Columbia area and the State, and (vi) the creation of temporary and permanent jobs; and

**WHEREAS**, the Board, the Public Entity and the Nonprofit Entity desire to enter into this Agreement for the purpose of setting forth the terms and conditions pursuant to which the Board will accept contributions with respect to tax credits described herein and deposit such contributions into the Infrastructure Development Fund (defined herein) for the purposes set forth herein, all subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the Board, the Public Entity and the Nonprofit Entity hereby covenant and agree as follows:

## ARTICLE I

### DEFINITIONS

In addition to the terms defined in the Recitals to this Agreement and elsewhere herein, as used in this Agreement the following terms shall have the following meanings:

**“Application”** means the request for assistance submitted to the Board by the Public Entity and the Nonprofit Entity attached hereto as **Exhibit B**.

**“Contribution”** means any contribution received by the Board pursuant to and in accordance with this Agreement.

**“Completion Date”** means the date established by the Public Entity as the Completion Date pursuant to **Section 5.4(d)** hereof.

**“Compliance Period”** means the period commencing upon the execution of this Agreement and ending upon completion of the construction of the Project as evidenced by the delivery to the Board of the certificate in the form attached hereto as **Exhibit F**, or the later of the last day of the third full fiscal year following (i) the execution of this Agreement or (ii) the first issuance of Tax Credits pursuant to this Agreement.

**“Disbursement Request”** means the Disbursement Request referred to in **Section 4.4** hereof and the form of which is attached hereto as **Exhibit C**.

**“Donor”** means any person making a Contribution to the Board.

**“Infrastructure Development Fund”** means the fund by that name held by the Board.

**“Material”** means a standard for materiality pursuant to which any change or amendment would, when added to all such other changes or amendments, result in a prudent person considering such change or amendment material or would impact the Project Budget by 10% or more. Any change in the Project Budget shall be deemed Material if the Board notifies the Public Entity, prior to the effective date of such change, that the Board considers such change to be Material. Notwithstanding the foregoing, no change to the Project Budget shall be deemed Material if the cost of such change is less than 10% of the total Project Budget.

**“Maximum Contributions”** shall have the meaning set forth in **Section 3.1** hereof.

**“Maximum Tax Credits”** shall have the meaning set forth in **Section 3.1** hereof.

**“MBE/WBE Policies”** shall have the meaning set forth in **Section 5.5(f)** hereof.

**“Project”** means the project described in **Exhibit A**, and any amendments, revision or additions thereto made in accordance with **Section 5.5(b)** of this Agreement.

**“Project Abandonment”** means the failure by the Public Entity to commence construction of the Project within three years of the execution of this Agreement, where no agreement exists between the Board and the Public Entity to extend such deadline. Commence construction shall mean the entering into of a contract with a general contractor for the Project and commencement of material work on the Project.

**“Project Budget”** means the aggregate Project Budget described in the Application, and any amendments, revision or additions thereto made in accordance with **Section 5.5(b)** of this Agreement.

**“Project Costs”** means all reasonable or necessary costs and expenses, relating to the Project, subject to the limitations contained in **Exhibit E**.

**“Tax Credits”** means tax credits issued by the Board in accordance with the Tax Credit Statute and this Agreement in consideration of Contributions.

**“Tax Credit Statute”** shall have the meaning set forth in the Recitals.

## **ARTICLE II**

### **FINDINGS AND DETERMINATIONS; REPRESENTATIONS AND WARRANTIES**

**Section 2.1. Board’s Determination of Project Benefit.** The Board hereby finds and determines as follows: the Project will significantly benefit the City of Columbia, the Boone County area and the State by: (i) assisting small agri-businesses in the community, (ii) expanding educational programming for healthy food preparation and consumption, (iii) improving the overall health of the community; (iv) providing space for private, semi-private, and public events; (v) stimulating tourism in the Columbia area and the State, and (vi) the creation of temporary and permanent jobs.

**Section 2.2. Public Entity’s Determination of Project Benefit and Representations and Warranties.** The Public Entity hereby finds and determines as follows: the Project will significantly benefit the City of Columbia, the Boone County area and the State by: (i) assisting small agri-businesses in the community, (ii) expanding educational programming for healthy food preparation and consumption, (iii) improving the overall health of the community; (iv) providing space for private, semi-private, and public events; (v) stimulating tourism in the Columbia area and the State, and (vi) the creation of temporary and permanent jobs.

**Section 2.3. Nonprofit Entity’s Determination of Project Benefit and Representations and Warranties.**

The Nonprofit Entity hereby warrants as follows:

(a) The Project will significantly benefit the City of Columbia, the Boone County area and the State by: (i) assisting small agri-businesses in the community, (ii) expanding educational programming for healthy food preparation and consumption, (iii) improving the overall health of the community; (iv) providing space for private, semi-private, and public events; (v) stimulating tourism in the Columbia area and the State, and (vi) the creation of temporary and permanent jobs.

(b) The benefits to be derived by the State of Missouri are expected to exceed the benefits provided by the Board by this Agreement.

(c) The Project would not proceed without the assistance provided by the Board.

(d) The Nonprofit Entity (1) is a nonprofit corporation organized and existing under the laws of the State of Missouri, (2) is an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (3) has lawful power and authority to execute and deliver this Agreement and

to carry out its obligations thereunder and hereunder, and (3) by all necessary corporate action has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(e) The execution and delivery of this Agreement by the Nonprofit Entity will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Nonprofit Entity is a party or by which it or any of its property is bound or its bylaws or any of the constitutional or statutory rules or regulations applicable to the Nonprofit Entity or its property.

**Section 2.4. Information Contained in the Application.** The Public Entity and the Nonprofit Entity represent and warrant that all of the information contained in the Application and the Exhibits thereto, as well as any other written materials submitted to the Board in connection with the Application are, to the best of the knowledge of the persons signing this Agreement, true and correct as of the date this Agreement is executed and delivered.

**Section 2.5. No Private Benefit.** The Public Entity and the Nonprofit Entity represent and warrant that no portion of the Project or the proceeds of the Contributions shall benefit any private person, except for such benefits as may be conferred to private persons through the ordinary course of business of the Public Entity or the Nonprofit Entity in the development, construction and operation of the Project, and in furtherance of its nonprofit, charitable purposes.

### ARTICLE III

#### CONTRIBUTIONS AND TAX CREDITS

**Section 3.1. Agreement to Accept Contributions and Issue Tax Credits.** Subject to the requirements set forth herein and so long as the Board is authorized under the Tax Credit Statute to issue Tax Credits, the Board hereby agrees to accept Contributions from Donors in a maximum aggregate amount of \$4,000,000 ("**Maximum Contributions**"), resulting in the potential issuance of Tax Credits in the maximum amount of \$2,000,000 (the "**Maximum Tax Credits**") and to deposit such Contributions into the Board's infrastructure development fund, and to issue such Donors' Tax Credits in an amount equal to 50% of the amount of such Contribution.

The date of the award and authorization for the Tax Credits shall be July 16, 2019.

Contributions must be received by December 31, 2021, unless the Board, in its sole and absolute discretion elects to extend the period for which Contributions may be received. This paragraph shall not restrict the owner of any Tax Credit from utilizing the benefits of the carry-forward provisions contained in the Tax Credit Statute.

**Section 3.2. Submission of Form 100.** The Board shall process each Contribution which is accompanied by a properly completed Form 100 (currently available at <http://www.mdfb.org/pdfs/Form100.pdf>) and any other documents required by Missouri law. Any Contribution which is received for which the Board does not have a properly completed Form 100 and any other documents required by Missouri law shall be held by the Board until such documents are provided or, at the option of the Board, returned to the Donor with a written notation stating why such Contribution is being returned. A copy of the written correspondence by which each Contribution is returned shall also be sent to the Public Entity and the Nonprofit Entity. The Board reserves the right to require any additional information which the Board determines to be necessary to comply with the Board's statutes, as they may

be amended from time to time, including but not limited to, the "Certificate of Reportable Contributions" from any Donor (which is not an individual).

**Section 3.3. Minimum Contribution.** The Board shall not accept any Contribution in an amount less than \$5,000. Unless the Board, in its sole and absolute discretion, elects to waive the foregoing limitation, any Contribution which is received for less than such minimum amount shall be returned to the Donor with a written notation explaining that Contributions must be made in the minimum amount of \$5,000. A copy of the written correspondence by which each Contribution is returned shall also be sent to the Public Entity and the Nonprofit Entity.

**Section 3.4. Processing Contributions.** The Board shall promptly process all completed Contributions. The Board expects that once a properly completed Form 100 and all other required documents are received by the Board, together with the Contribution, the Board will issue the Tax Credits within thirty (30) business days.

**Section 3.5. Determination of Amount of Contribution.** The amount (or value) of each Contribution shall be determined by the Board as follows:

Cash. The amount (or value) of cash Contributions shall be the face amount of such Contribution.

Marketable Securities. The amount (or value) of marketable securities shall be the proceeds received by the Board from the liquidation of such marketable securities in accordance with the Donor's instructions approved and accepted by the Board, less the Board's costs of selling such securities.

Unmarketable Securities and Other Property. No contributions of unmarketable securities or other property (other than as described above), including real property, shall be permitted under this Agreement.

All determinations by the Board of the amount (or value) of each Contribution shall, absent manifest error, be conclusive and binding upon the Donors, the Non-Profit Entity and the Public Entity. The Board reserves the right to reject any Contribution.

**Section 3.6. Contributions in Excess of Maximum Contributions.** The Board, the Public Entity and the Nonprofit Entity agree that in the event the Board receives Contributions in excess of the Maximum Contribution set forth in **Section 3.1** hereof, the Board shall return such amount of the Contribution that exceeds the Maximum Contribution to the Donor thereof with a statement that Tax Credits are no longer available for such Contributions.

## ARTICLE IV

### APPLICATION OF CONTRIBUTIONS

**Section 4.1. Board's Application of Contributions.** All Contributions received by the Board shall be deposited in the same manner as other amounts received by the Board, and the amount of such Contributions shall be maintained by the Board on its books and records (the "**Board Project Account**"). All moneys on deposit in the Board Project Account shall be invested by the Board in accordance with its investment guidelines. All interest earnings on such amounts shall accrue to the Board and shall not be credited to the Board Project Account.

The Board reserves the right to reject any Contribution that it determines does not comply with the requirements of this Agreement.

**Section 4.2. Grant of Contributions to the Public Entity for Payment of Project Costs.** The Board hereby grants to the Public Entity all amounts on deposit in the Board Project Account from time to time and the Public Entity hereby acknowledges receipt of such grant from the Board.

**Section 4.3. Appointment of the Board as Administrative Agent of the Public Entity.** The Public Entity hereby appoints the Board as its administrative agent solely for purposes of disbursing all amounts in the Board Project Account in strict accordance with this Agreement and hereby instructs the Board to so disburse such amounts as provided herein and the Board hereby acknowledges receipt of such appointment.

**Section 4.4. Disbursements from the Board Project Account.** The Board shall disburse amounts from the Board Project Account upon receipt of fully executed disbursement requests in the form attached hereto as **Exhibit C** (each a "Disbursement Request"). The Board shall be entitled to rely upon each Disbursement Request in disbursing amounts from the Board Project Account and it shall have no duty to conduct any investigation into the authenticity of the signatures on such Disbursement Request or the accuracy of the information set forth therein.

**Section 4.5. Procedures and Conditions for Disbursements.** The Board, the Public Entity and the Nonprofit Entity hereby agree to the following procedures in connection with disbursements from the Board Project Account:

(a) All Disbursement Requests shall be submitted to the Board for approval as provided in **Section 4.6** hereof. All payments from the Board Project Account shall be made payable to the Public Entity for further disbursement to the payees set forth in the Disbursement Request or to reimburse the Public Entity for eligible Project Costs, as appropriate.

(b) In no event shall the Public Entity submit more than one Disbursement Request to the Board each month, unless approved by the Board's Executive Director.

(c) All disbursements shall be subject to satisfaction of the following conditions:

(i) satisfaction of the conditions set forth in **Exhibit D**; and

(ii) all proceeds of the Contributions shall be used only for "hard costs" of constructing and equipping the Project as set forth in **Exhibit E**.

(d) The Board shall have the right to cease funding disbursement requests upon the occurrence of any of the following events:

(i) the occurrence of a material adverse change in the financial condition of the Nonprofit Entity;

(ii) the Project has been abandoned for any reason; or

(iii) the occurrence of an event of default under **Section 6.1** hereof.

The Board shall promptly notify the Public Entity and the Nonprofit Entity of its election to cease funding Disbursement Requests and such notice shall contain a description of the basis upon which the Board has exercised such right to cease funding Disbursement Requests. If the Board, the Public Entity and the Nonprofit Entity are unable to agree to a waiver, extension or modification of such conditions, the Board shall have the right to terminate this Agreement and shall cause all moneys remaining in the Board Project Account to be applied as provided in **Section 4.6** hereof.

**Section 4.6. Processing of Disbursement Requests.** Within ten (10) business days after the submission of a fully completed Disbursement Request to the Board, the Board shall process such request for payment or immediately notify the Public Entity and the Nonprofit Entity of any information needed to process such Disbursement Request.

**Section 4.7. Deduction of Board Fees and Expenses.** Concurrently upon the receipt of each Contribution the Board shall deduct an administrative fee in an amount equal to 4% of the amount of all Contributions, and shall furnish the Public Entity and the Nonprofit Entity a detailed description of such deductions at least quarterly. Such fees shall be in addition to any interest earned on moneys invested in the Board Project Account.

**Section 4.8. Return of Contributions.** In the event the Nonprofit Entity or the Public Entity shall notify the Board that the Project has been abandoned for any reason or upon an event of default under **Section 6.1** hereof, then all Contributions held by the Board pursuant to **Section 4.1** hereof or held by the Public Entity or the Nonprofit Entity pursuant to **Sections 4.4 and 4.5** hereof shall be applied as follows: (i) first, to reimburse the State for the cost of Tax Credits issued hereunder and actually used by the Donor with respect to such Contributions, (ii) second, if requested by a Donor in writing, returned to the Donor after deducting any amount due to the State under (i) above, and (iii) third, used to pay for infrastructure projects the Board and the Public Entity mutually determine are beneficial to the City of Columbia and the surrounding area and the State of Missouri. The Board agrees that it will provide a written notice to each Donor who would be entitled to any Contribution return. In determining the cost to the State of such Tax Credits the Board shall assess interest on such Tax Credits in an amount equal to *The Bond Buyer's* 20 Bond Index published in *The Bond Buyer* on the day such calculation is made. Notwithstanding any other provision of this Agreement, Contributions which are expended by the Public Entity or the Nonprofit Entity in accordance with this Agreement shall not be subject to return nor shall such credits be subject to recapture.

**Section 4.9. Public Entity Assumes all Responsibility for the Project.** The Nonprofit Entity acknowledges and agrees that any and all costs and expenses incurred in connection with the acquisition, construction and equipping of the Project in excess of the amounts on deposit in the Board Project Account (including amounts which are ineligible for payment from the Board Project Account) shall be paid by the Public Entity and neither the Board nor the Nonprofit Entity shall have any liability in connection therewith. The Public Entity recognizes that since the construction and equipping of the Project is being completed at the request of and under the direct supervision of the Public Entity and by contractors and suppliers selected by and under contract with the Public Entity in accordance with plans and specifications prepared by the Public Entity, the Board makes no representation or warranty, express or implied, with respect to the merchantability, condition or workmanship of any part of the Project or its suitability for the Public Entity's or Nonprofit Entity's purposes or the extent to which funds in and expected to be deposited into the Board Project Account will pay the cost to be incurred in connection with the work.

**Section 4.10. Public Entity Responsible for Construction; Required Liability Insurance.** The Public Entity shall have the right and the obligation to hire, retain and employ all persons, including, but not limited to, contractors, and subcontractors, to complete the acquisition, construction and equipping of the Project. The Public Entity shall be responsible to the Board for the acts and omissions of all said

employees and subcontractors and their agents and employees, and all other persons performing any work in connection with the Project. The Public Entity shall, in connection with the construction and equipping of the Project, obtain or shall cause the general contractor to obtain, public liability insurance in such amounts and in such coverages as shall be customary and reasonable for projects of similar size and scope and all such liability policies shall name the Board, the Nonprofit Entity, and the Public Entity as additional insureds. The Public Entity shall require the provider of such insurance policy to give at least 30 days prior written notice to the Board, the Nonprofit Entity and the Public Entity of any cancellation or material change in the terms of such insurance. The Public Entity shall obtain all necessary endorsements to fulfill the foregoing requirements and shall provide certificates of insurance to demonstrate such compliance upon request. The construction and equipping of the Project shall be performed in good and workmanlike manner.

**Section 4.11. Compliance with Laws.** The Public Entity agrees to comply with the provisions of all federal, state and local statutes and regulations, including, but not limited to, the Fair Labor Standards Act, Fair Employment Practices Act, Equal Opportunity Act, Missouri Prevailing Wage Law, Contract Work Hours and Safety Standards Act, Copeland Anti-Kick Back Act and the provisions of any other applicable federal, state or local statutes and regulations and amendments thereto pertaining to employment, labor relations and equal employment opportunity and applicable to the construction and equipping of the Project, and pertaining to laws and regulations concerning environmental safety and remediation and applicable to the construction and equipping of the Project. The Public Entity agrees to take affirmative action to provide equal employment opportunity pursuant to the provisions of said laws, statutes and regulations as amended from time to time.

## ARTICLE V

### THE PROJECT; RECORDS AND REPORTS; COVENANTS

**Section 5.1. Access to the Project and Inspection; Operation of the Project.** The Board and the duly authorized agents of the Board shall have the right, at all reasonable times upon the furnishing of reasonable advance notice under the circumstances, and subject to such reasonable safety and security procedures as may be established by the Public Entity, to enter upon the Project and to examine and inspect the Project. The Board and the duly authorized agents of the Board shall also be permitted, at all reasonable times upon reasonable advance notice under the circumstances, to examine the books and records of the Public Entity, the Nonprofit Entity or any other legal entity created by or on behalf of the Public Entity or the Nonprofit Entity with respect to the Project and the Contributions and the obligations of the Public Entity and the Nonprofit Entity hereunder.

**Section 5.2. Reports by the Board to the Nonprofit Entity and the Public Entity.** Upon the written request of the Nonprofit Entity or the Public Entity, the Board shall furnish such information concerning the Board's receipt and disbursement of Contributions as the Nonprofit Entity or the Public Entity may reasonably request, but not more frequently than monthly.

**Section 5.3. Reports by the Public Entity to the Board.** The Public Entity shall cause the following to be furnished to the Board:

(a) Prompt written notice of the filing of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, which, if adversely determined, would materially impair the completion of construction of the Project or the operation of the Project.



(b) The termination of or the occurrence of any default by the Nonprofit Entity under any written agreement between the Public Entity and the Nonprofit Entity.

(c) Not later than **60** days following the end of each calendar quarter during the construction of the Project, a report describing the level of MBE/WBE participation in the Project, containing the information set forth in **Exhibit G**, and any other relevant information reasonably requested by the Board relating to MBE/WBE participation in the construction of the Project.

(d) Not later than **60** days following the completion of the construction of the Project, the certificate in the form attached hereto as **Exhibit H**.

**Section 5.4. Reports and Financial Statements by the Nonprofit Entity.** The Nonprofit Entity shall cause the following reports to be filed with the Board:

(a) During the Compliance Period the following items not later than the times indicated:

(i) As soon as practicable after they are available but in no event more than **180** days after the last day of each fiscal year, the audit report and audited financial statements of the Nonprofit Entity for such fiscal year certified by the Nonprofit Entity's independent certified public accountants; and

(ii) **30** days following filing with the IRS but not later than **180** days after the last day of each tax year, Form 990 and Form 990-T as filed with the Internal Revenue Service.

(iii) promptly upon request, such additional information as the Board may reasonably request concerning the Nonprofit Entity and the Project, including such statistical and other operating information requested on a periodic basis;

(b) Not later than each **June 30<sup>th</sup>** following the first issuance date of the Tax Credits, and continuing on each **June 30<sup>th</sup>** thereafter following the end of the Compliance Period, the Annual Compliance Report substantially in the form attached hereto as **Exhibit F**, pursuant to subsections 3 and 10 of Section 135.805, RSMo.

(c) The termination of or the occurrence of any default by the Public Entity under any written agreement between the Public Entity and the Nonprofit Entity.

(d) Prompt written notice of the filing of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, which, if adversely determined, would materially impair the right of the Nonprofit Entity to carry on the business which is contemplated in connection with the Project, or would materially and adversely affect its business, operations, properties, assets or condition.

**Section 5.5. Affirmative Covenants of the Public Entity.** The Public Entity covenants and agrees that:

(a) All Contributions shall be expended strictly in accordance with the Project Budget. The Project Budget may be amended from time to time by the Public Entity in accordance with **Section 5.5(b)**.

(b) Changes to the Project which are Material may only be made with the prior written approval of the Board's Executive Director or designee. The Public Entity will notify the Board at least quarterly of any non-Material changes to the Project.

(c) The Public Entity shall not transfer, pledge, lease or permit any assignment or lien to exist or in any other manner dispose of the Public Entity's ownership interest in the Project without the prior written consent of the Board.

(d) If moneys in or from the Board Project Account shall be insufficient to pay fully all Project Costs and to complete the Project lien free, the Public Entity shall complete the Project at its sole cost and shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due.

(e) The Public Entity shall comply with its MBE/WBE policies (the "MBE/WBE Policies").

(f) The Public Entity shall not use the name of the Board, the Department of Economic Development or the State of Missouri or refer to the participation of the Board, the Department of Economic Development or the State of Missouri in the business affairs or investment program of the Public Entity in any publication, brochure or similar promotional documents relating to the Project without first obtaining the prior written consent of the Board to such reference. Nothing in this paragraph shall limit the right of the Public Entity or the Nonprofit Entity to solicit donations for Contributions in accordance with this Tax Credit Agreement.

**Section 5.6. Affirmative Covenants of the Nonprofit Entity.** The Nonprofit Entity covenants and agrees that:

(a) The Nonprofit Entity shall maintain in effect a designation from the Internal Revenue Service as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

(b) The Nonprofit Entity shall not use the name of the Board, the Department of Economic Development or the State of Missouri or refer to the participation of the Board, the Department of Economic Development or the State of Missouri in the business affairs or investment program of the Public Entity relating to the Project in any publication, brochure or similar promotional documents without first obtaining the prior written consent of the Board to such reference. Nothing in this paragraph shall limit the right of the Public Entity or the Nonprofit Entity to solicit donations for Contributions in accordance with this Tax Credit Agreement.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

**Section 6.1. Default.** In the event the Public Entity or the Nonprofit Entity shall fail to perform any material covenant, condition or other provision of this Agreement and such failure shall continue for 30 days after written notice thereof by the Board, the Board shall be entitled to (1) retain all Contributions in the Board Project Account; provided, however, if such failure is correctable but is such that it cannot be corrected within such 30-day period, such failure shall not constitute a failure within the meaning of this **Section 6.1** if the Public Entity or the Nonprofit Entity is diligently pursuing such corrective action and such failure is corrected within 120 days, or (2) seek to enforce this Agreement through bringing an action for specific performance. Amounts retained by the Board pursuant to this Section shall be applied in

accordance with **Section 4.6** hereof. In the event the Board commences litigation to enforce the provisions of this Agreement against the Public Entity, all cost of such litigation shall be paid by the Public Entity whether or not the Board dismisses such proceedings or is ultimately the prevailing party. In the event the Board commences litigation to enforce the provisions of this Agreement against the Nonprofit Entity, all cost of such litigation shall be paid by the Nonprofit Entity whether or not the Board dismisses such proceedings or is ultimately the prevailing party.

**Section 6.2. Transfer of Tax Credits.** Any transfers of Tax Credits under this Agreement shall be made in accordance with Section 100.286.7 of the Revised Statutes of Missouri, as from time to time amended or supplemented.

**Section 6.3. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Agreement shall be in writing and shall be deemed duly given or filed if the same shall be (i) given by facsimile or e-mail, receipt confirmed by telephone, or in writing, or (ii) delivered by courier or nationally-recognized overnight delivery service or duly mailed by first-class mail, postage prepaid, addressed as follows:

(a) To the Board:

Missouri Development Finance Board  
Governor Office Building  
200 Madison Street, Suite 1000  
Jefferson City, Missouri 65101  
Attention: Controller and Finance Programs Manager  
Telephone No. (573) 751-8479  
Fax No. (573) 526-4418  
E-mail: erica.griffin.mdfb@ded.mo.gov  
E-mail: kimberly.martin.mdfb@ded.mo.gov

(b) To the Public Entity:

City of Columbia  
701 East Broadway  
Columbia, Missouri 65201  
Attention: City Manager  
Telephone No. (573) 874-6338  
Fax No. (573) 442-8828  
E-mail: John.Glascock@CoMo.gov

With a copy to:

City of Columbia, Parks Department  
1 S. 7th Street  
Columbia, MO 65201  
E-mail: mike.griggs@como.gov  
Telephone: (573) 874-7460

(c) To the Nonprofit Entity:

Columbia Center for Urban Agriculture  
PO Box 1742  
1769 West Ash Street  
Columbia, Missouri 65205  
Attention: Adam Saunders, Development Director  
E-mail: Adam@ColumbiaUrbanAg.org  
Telephone: (573) 356-9392

The Board, the Public Entity and the Nonprofit Entity may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent. Notices given as provided herein shall be deemed given (i) when personally delivered (when delivered personally or by courier or overnight delivery service), (ii) the date receipt of such email is acknowledged by the recipient (when delivered by email) or (iii) on the third (3<sup>rd</sup>) business day following deposit in the U.S. mail (when delivered by U.S. mail). Notices sent by a party's counsel shall be deemed as sent by such party.

**Section 6.4. Limited Obligations.** The obligations of the Board to disburse funds hereunder are limited obligations of the Board, payable solely out of the amounts on deposit in the Board Project Account, and such obligations shall not constitute a debt or liability of the Board within the meaning of any State of Missouri constitutional provision or statutory limitation or Charter provision, and shall not constitute a pledge of the full faith and credit of the Board. The execution of this Agreement shall not, directly, indirectly or contingently, obligate the Board to levy any form of taxation therefore or to make an appropriation of any payment hereunder. All obligations of the Public Entity under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose or made available from the Board's Project Account. All Parties recognize that Public Entity shall not enter into a construction contract for the Project unless and until the funds are appropriated to the Project.

**Section 6.5. Immunity of Officers and Employees of the Board and the Public Entity.** No recourse shall be had for any payment hereunder against any past, present or future officials, commissioners, directors, members, council members, officers, attorneys, accountants, employees or agents of the Board or the Public Entity, and all such liability of any such persons shall be expressly waived and released as a condition of and consideration for the execution of this Agreement.

**Section 6.6. Relationship of Board to Public Entity, Nonprofit Entity and Donors.** The parties hereto acknowledge and agree that: (i) the only obligations of the Board with respect to the transaction contemplated hereby are expressly set forth in this Agreement; (ii) the Nonprofit Entity shall advise each potential Donor to consult its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it deems appropriate, including with respect to tax consequences of Contributions and the application of Tax Credits; (iii) the Board is not acting as a financial advisor or fiduciary and has not assumed any advisory or fiduciary responsibility to the Public Entity, the Nonprofit Entity, and any Donor, or successor or assignee of the same, with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto.

**Section 6.7. Indemnification.**

(a) The Nonprofit Entity releases the Board and the Public Entity from, and agrees that the Board and the Public Entity shall not be liable for, and indemnifies the Board and the Public Entity against,

any liabilities, losses, damages (including attorneys' fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the Board or the Public Entity (except to the extent that any of the foregoing arises as a result of the gross negligence or willful misconduct of the Board or the Public Entity, as applicable, or any of their officials, commissioners, directors, officers, attorneys, accountants, employees or agents) on account of: (i) any breach or default on the part of the Nonprofit Entity or any of its agents, contractors, servants, employees or licensees in the performance of any covenant or agreement of the Nonprofit Entity under this Agreement or any related document; and (ii) any claim or action or proceeding with respect to the matters set forth in subsections (i) above brought thereon.

(b) In case any action or proceeding is brought against the Board or the Public Entity in respect of which indemnity may be sought hereunder, the Board and/or the Public Entity shall promptly give notice of that action or proceeding to the Nonprofit Entity, and the Nonprofit Entity upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the Nonprofit Entity from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the Nonprofit Entity. Any one or more of the indemnified parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party or indemnified parties unless the employment of such counsel has been specifically authorized, in writing, by the Nonprofit Entity or the indemnified parties reasonably conclude that there is a conflict of interest that would prevent counsel for the Nonprofit Entity from adequately representing both the Nonprofit Entity and the indemnified parties. The Nonprofit Entity shall not be liable for any settlement without its consent.

(c) The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers, attorneys, accountants, financial advisors and employees of the Board and the Public Entity. That indemnification is intended to and shall be enforceable by the Board and the Public Entity to the full extent permitted by law.

(d) To the extent allowed by law and without waiving sovereign immunity, the Public Entity releases the Board from, and agrees that the Board shall not be liable for, any liabilities, losses, damages (including attorneys' fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquiring, constructing, demolishing, renovating, improving and operation of the Project; (ii) any breach or default on the part of the Public Entity in the performance of any covenant or agreement of the Public Entity under this Agreement or any related document, or arising from any act or failure to act by the Public Entity, or any of its agents, contractors, servants, employees or licensees; (iii) violation of any law, ordinance or regulation affecting the ownership, occupancy or use of the Project; (iv) any loss suffered by any Donor as a result of the inability of the Donor to use any Tax Credit issued by the Board, other than as a result of the failure of the Board to issue such Tax Credit upon receipt by the Board of the necessary information, (v) any loss resulting from any environmental violation at the Project, and (vi) any claim or action or proceeding with respect to the matters set forth in subsections (i), (ii), (iii), (iv) and (v) above brought thereon.

**Section 6.8. Further Assurances and Corrective Instruments.** The Board, the Public Entity and the Nonprofit Entity from time to time will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project and for carrying out the intention or facilitating the performance of this Agreement.

**Section 6.9. Severability.** If any provision of this Agreement shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

**Section 6.10. Execution.** This Agreement may be executed with at least four originals.

**Section 6.11. Electronic Storage of Documents.** The Board, the Public Entity and the Nonprofit Entity agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

**Section 6.12. Governing Law.** This Agreement shall be governed exclusively by and be construed in accordance with the applicable laws of the State of Missouri.

**Section 6.13. No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be signed in its respective name and behalf and its official seal to be hereunto affixed and attested by its duly authorized officers, all as of the date last written below.

**MISSOURI DEVELOPMENT FINANCE BOARD**

By: \_\_\_\_\_  
Robert V. Miserez, Executive Director

Date: \_\_\_\_\_

**CITY OF COLUMBIA, MISSOURI**


By: \_\_\_\_\_  
John Glascock, Interim City Manager

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Sheela Amin, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Nancy Thompson, City Counselor 

**COLUMBIA CENTER FOR URBAN  
AGRICULTURE**

By: \_\_\_\_\_  
Name: Jenny Young  
Title: President

Date: \_\_\_\_\_

## **EXHIBIT A**

### **DESCRIPTION OF THE PROJECT**

The Project will consist of the completion of the MU Health Care Pavilion, parking, and an indoor facility to be used as a kitchen, event space, offices and an overall resource center, as further described in the Application.



**EXHIBIT B**

**APPLICATION TO THE BOARD**

## MISSOURI DEVELOPMENT FINANCE BOARD

### TAX CREDIT FOR CONTRIBUTION PROGRAM APPLICATION

The undersigned Applicant hereby submits this Application and requests the Missouri Development Finance Board (the "Board") accept a Contribution, and, to the extent described herein, apply the proceeds of such Contribution for the purpose of financing the Project described below (the "Project") pursuant to the Board's Tax Credit for Contribution Program.

The undersigned has read the Board's Tax Credit for Contribution Program Description and Guidelines.

---

Date:	<u>3-29-2019</u>	Total Estimated Project Budget/Cost:	<u>\$ 8,091,545</u>
		Total Amount of Proposed Contribution:	<u>\$ 4,000,000</u>
		Total Tax Credit Amount (50% of Contribution):	<u>\$ 2,000,000</u>
Name:	<u>City of Columbia</u>		
Address:	<u>701 E. Broadway</u>		
City	<u>Columbia</u>	County:	<u>Boone</u> Zip Code: <u>65201</u>
Contact:	<u>John Glascock</u>	Telephone:	<u>573-874-6338</u>
Title:	<u>Interim City Manager</u>	Fax:	<u>573-442-8828</u>
E-mail:	<u>John.Glascock@como.gov</u>		

---

#### A. THE APPLICANT

1. Organization:

What type of governmental entity is the Applicant?

City

2. Legal or In-House Counsel to the Applicant:

Firm Name:	<u>City Attorney</u>		
Address:	<u>701 E. Broadway</u>		
City	<u>Columbia</u>	State:	<u>MO</u> Zip Code: <u>65201</u>
Contact:	<u>Nancy Thompson</u>	Telephone:	<u>573-874-7223</u>
Title:	<u>City Counselor</u>	Fax:	<u>na</u>
E-mail:	<u>Nancy.Thompson@como.gov</u>		

3. What is the total population of the Applicant? 121,717

4. In which state legislative District(s) is the Project located:

House: 47 Senate: 19

In which U.S. Congressional District: 4

5. Taxpayer Identification Number: 436000810

6. Facility's NAICS\* Number: 92

(Use the NAICS number for the facility(s) to be constructed or improved with the contribution.)

\*NAICS — North American Industry Classification System. The Federal Office of Management and Budget (OMB) adopted the NAICS as the industry classification system used by the statistical agencies of the United States. NAICS replaces the 1987 Standard Industrial Classification (SIC). The NAICS is used for classifying business establishments to assist with gathering data related to measuring productivity, unit labor costs, and the capital intensity of production, employment and other information. Missouri businesses are assigned a NAICS when the company files a "Report to Determine Liability Status" with the Missouri Department of Labor and Industrial Relations, Division of Employment Security to determine Unemployment Tax Liability. Normally, a general business employer becomes liable for the tax and responsible for providing unemployment insurance for its workers when it:

- Pays \$1,500 in wages (cash and in-kind) in a calendar quarter, or
- Has an employee in some portion of a day in each of 20 different weeks, or
- Becomes liable under the Federal Unemployment Tax Act (FUTA) and employs a worker in Missouri, or
- Acquires and continues without interruption substantially all the business of a liable employer.

**B. THE PROJECT**

1. Project Description:

Type of Project:

- ☐ Construction of new infrastructure
- ☐ Acquisition of real estate
- ☒ Construction of new facilities
- ☐ Acquisition of existing facilities
- ☒ Additions or improvements to existing facilities
- ☒ Acquisition of equipment

Business Address/Location of Project Site:

1769 W. Ash Street  
(Street)

Columbia  
(City)

Boone  
(County)

Legal Description of Property:

CLARY-SHY AGRICULTURAL PARK

LOT 101

DEEDED ACREAGE 19.21

PARCEL 16-220-00-12-001.00 01

PROPERTY ADDRESS 1701 W ASH ST

SECTION/TOWNSHIP/RANGE SEC. 10 48 13

What is the expected date of commencement of construction of the Project?

Date: See Attachment

What is the date the Project is expected to commence operations?

Date: See Attachment

2. Project Costs and Ongoing Sustainability:

On the following table, state the costs reasonably necessary for the acquisition of the site and/or construction of the proposed Project together with any machinery and equipment in connection therewith, including any utilities hook-up, access roads, or appurtenant structures. Additionally, on a separate attachment explain how the project will be financially self-sustainable on an ongoing basis. Attach an annual income and expense Proforma for the project demonstrating sustainability.

<u>Description of Estimated Project Costs</u>		<u>Non- Contribution Amount</u>	<u>Cost Financed With Contribution Proceeds</u>
A.	Acquisition of Land	\$ 0	\$ 0
	Acquisition of Existing Buildings	\$ 0	\$ 0
B.	Infrastructure Costs:		
	1. Filling, grading and provision of drainage	\$ 0	\$ 0
	2. Storm water retention	\$ 191,028	\$ 0
	3. Installation and extension of utilities (offsite):	\$ 0	\$ 0
	a. water	\$ 0	\$ 0
	b. sewer	\$ 0	\$ 0
	c. sewage treatment	\$ 0	\$ 0
	d. gas	\$ 0	\$ 0
	e. electricity	\$ 0	\$ 0
	f. communications and similar facilities	\$ 0	\$ 0
	4. Installation and extension of utilities (onsite):	\$ 0	\$ 0
	a. water	\$ 48,016	\$ 0
	b. sewer	\$ 14,285	\$ 0
	c. sewage treatment	\$ 0	\$ 0
	d. gas	\$ 3,500	\$ 0
	e. electricity	\$ 7,633	\$ 0
	f. communications and similar facilities	\$ 2,181	\$ 0
	5. Construction, Extension or Improvement of Roads and/or Rail Lines	\$ 0	\$ 0
	6. Extension of sidewalks and curbing	\$ 149,943	\$ 0
	7. Elimination of Blight (please describe)	\$ 0	\$ 0
	8. Other (please describe)	\$ 0	\$ 0
C.	Facility Construction Costs (exclude inventory and working capital):		
	1. Architectural and Engineering	\$ 439,011	\$ 100,000
	2. Site Preparation	\$ 213,076	\$ 0
	3. Materials	\$ 905,307	\$ 1,926,000
	4. Labor	\$ 641,750	\$ 1,284,000
	5. Construction Contracts	\$ 0	\$ 0
	6. Utilities Connection	\$ 5,452	\$ 0
	7. Paving and Landscaping	\$ 1,179,117	\$ 100,000
D.	Renovation Costs	\$ 0	\$ 0
E.	Machinery and Equipment	\$ 25,299	\$ 450,000
F.	Furniture and Fixtures	\$ 0	\$ 50,000
G.	Interest During Construction		
	From _____ To _____	\$ 0	\$ 0
H.	Accounting, Legal, Miscellaneous	\$ 265,947	\$ 0
I.	Contingency	\$ 0	\$ 90,000
	TOTAL PROJECT COSTS	\$ 4,091,545	\$ 4,000,000

### Source of Funds:

State amount and sources of financing for all of the Project costs listed above.

<u>Sources</u>	<u>Amount</u>
Contribution Proceeds	\$ 4,000,000
Applicant's Funds (Describe Sources)	\$ 475,000
Federal Funds (Describe Sources)	\$ 429,000
State Funds (Describe Sources)	\$ 7,500
Private Funds (non-Contributions)	\$ 3,134,045
Other (Describe Sources)	\$ 46,000
TOTAL	\$ 8,091,545

Provide a detailed description for all State, Federal, Private or Other funding sources listed above. Include agency and program name, respective amounts if more than one source is involved on the same line, and a copy of the funding commitment or approval setting forth the terms of funding. If approval has not been received, provide an explanation of where the application or request is in the review process, and the expected date of approval. The ability to demonstrate a high level of certainty in obtaining all funding identified to complete the project as presented is a factor the Board considers.

--State Funding: \$7,500 = MDA Urban and Non-Traditional Grant Program  
--Federal Funding: \$429,000 = \$400,000 Land & Water Conservation Fund (Department of Interior with MDNR pass through) + \$29,000 USDA Local Food Promotion Project  
--Private donors: \$4,000,000 (Contribution Proceeds not yet secured),  
\$3,134,044.81 (Raised as of 3-28-19) = \$1,114,570.34 Individuals + \$1,041,606.97 Businesses + \$600,500 Family and Private Trusts + \$377,367.50 Private Grantors.  
--City Funding: \$475,000 = \$400,000 Parks & Rec Sales Tax + \$75,000 Convention & Visitors Bureau. --County Funding: \$46,000 (Boone County Health Fund)  
--More details attached--

### 3. Certified Minority (MBE) and Women-Owned Business Enterprise (WBE) Participation

The Board encourages the involvement of minority and women-owned businesses as certified by either the Missouri Office of Administration (OA) for state agency applications, or the municipality submitting the application for local projects. If the application is from a local government, please attach a copy of the Applicant's MBE/WBE Policy and Procedures pertaining to this subject, or the link to the local government's web site where this information can be obtained. If the Applicant has policies and procedures in place, adherence to these policies and procedures will be a stipulation of the use of Contributions. If policies are not in place, please denote same and note that you will be required to contact OA to develop a plan to address this matter. The Office of Administration list of certified businesses by region can be found at <http://oeo.mo.gov/> for those communities that do not maintain their own certification program.

Please estimate the number of each type business the Applicant and/or Principal User expects to utilize in the construction and equipping of the Project.

	<u>No. of Firms</u>	<u>Amount</u>
Minority Business Enterprise (MBE)	<u>0</u>	<u>\$ 0</u>
Women Business Enterprise (WBE)	<u>0</u>	<u>\$ 0</u>

Please note that the MDFB will require the Applicant, or Principal User if different from the Applicant, to submit a written report upon the completion of the Project providing the number of firms used, dollar amount of contracted value, and brief description of the type work or services contacted for each category above.

4. Ownership:

Present legal owner of Project site:

City of Columbia

If presently owned by Applicant, indicate date of purchase, reason for purchase, and current use of site:

The 20-acre property was acquired by the City of Columbia in 1994. Half of the site is currently occupied by the Activity and Recreation Center (ARC), and the second half being developed as Columbia's Agriculture Park over two construction phases.

Is there a relationship legally or by virtue of common control between either the current Project user or owner or the proposed Project owner and user or seller of the Project:

☒ Yes      ☐ No      If yes, please give details.

Lease agreements are attached for: P&R and CCUA, and P&R and CFM. More information about these partners are included in Exhibit B.

5. Employment:

New Full-Time Jobs	<u>4</u>	Average Wage	<u>\$15/hour</u>
Part-Time Jobs	<u>15</u>	Average Wage	<u>\$10/hour</u>
Temporary Jobs	<u>8</u>	Average Wage	<u>NCCC, 3 months</u>

Jobs during Construction 45

Average Wage Prevailing

Estimated length of Construction period 10 months/phase

**C. FINANCIAL INFORMATION**

1. Financial Statements:

Attach audited financial statements for at least the last three (3) fiscal years, including the most recent interim statement (not more than 90 days old).

2. Financial Difficulties:

Has the Applicant, or any corporation formed by or on behalf of the Applicant, ever defaulted on its debt obligations, been involved in bankruptcy, creditor's rights, or receivership proceedings, or been involved in criminal proceedings bearing on the handling of financial matters?

☐ Yes ☒ No If yes, please give details.

3. Litigation:

Is the Applicant presently involved in any litigation which could have a material effect on its financial solvency?

☐ Yes ☒ No If yes, please give details.

See page 88 of the notes in CAFR where there is a statement of no pending litigation.

4. Please list the Applicant's general fund and other key fund surpluses (or deficits) for the last four years.

Year	General Fund ( ) for deficits	_____ Fund ( ) for deficits	_____ Fund ( ) for deficits
2018	473,127		
2017	2,909,965		
2016	4,407,894		
2015	(3,341,050)		

5. Has the Applicant ever defaulted on any obligation or failed to appropriate for any lease or any other annual appropriation obligation during the last 20 years?

☐ Yes ☒ No If yes, please give details.



**D. PROJECT REVENUES**

Attach a cost benefit analysis showing the total tax revenues generated that will be collected by the local governmental jurisdictions and the state as a result of the Project, and the cost of all local and state governmental assistance provided to the Project. Revenues and costs should be identified by each recipient or payee (private and governmental). Submission of a cost benefit analysis for Small Cities category and social services-focused projects may be waived at the discretion of the Board.

**E. IDENTIFICATION OF CONTRIBUTORS**

Has the Applicant identified who the contributors would be?

☐ Yes      ☒ No

If Yes, please list below or attach a list of names of potential contributors.

na

If No, please explain why the Applicant believes such Contributions are likely to be obtained.

The private fundraising campaign has demonstrated capacity and interest from private donors. Many current donors have expressed interest in donating have commented that the presence of tax credits would inspire them to give again, and/or give at a higher level.

Provide a timeline of fundraising activities. Include when you expect the first contribution to be made and when you expect to have the fundraising for this project complete. Please be as specific as possible.

Month 0: Awarding of tax credits

Month 1-8: Meet with prospective donors to solicit contributions.

Month 8-16: Complete any required documentation as required by MDFB

**F. USE OF THE PROJECT**

If the Project will be used for (or will substantially benefit) an entity in addition to the Applicant, please complete Exhibit B for such user of beneficiary.

**G. CERTIFICATION OF APPLICANT**

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this Application contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect.

Dated this THIRD day of JUNE, 20 19

SIGNATURE: John Glascock  
NAME: JOHN GLASCOCK  
TITLE: CITY MANAGER

**Certification**

- I certify that I am an authorized representative of the applicant and as such am authorized to make the statement of affirmation contained herein.
- I certify that the applicant does NOT employ illegal aliens and that the applicant has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that an individual is not an unauthorized alien.
- I understand that if the applicant is found to have employed an illegal alien in Missouri and did not for that employee examine the document(s) required by federal law, that the applicant shall be ineligible for any state-administered or subsidized tax credit, tax abatement or loan for a period of five years following any such finding.
- I attest that I have read and understand the Missouri Development Finance Board Tax Credit for Contribution Program guidelines, specifically as it relates to the Tax Credit Accountability Act of 2004 (SB 1099).
- I hereby agree to allow representatives of the Department and Board access to the property and applicable records as may be necessary for the administration of this program.

Program Assessment and Administrative Fees are due upon execution of a Tax Credit Agreement in an amount equal to 4% of the amount of all authorized Contributions.

STATE OF MISSOURI

(SS)

COUNTY/CITY OF Boone

On this 3rd day of June, 20 19, before me, Sheela Amin, a Notary Public in and for said state, personally appeared John Glascock, known to me to be the person who executed the Certification and acknowledged and states on his/her oath to me that he/she executed the same for the purposes therein stated.

Sheela Amin Notary Public



SHEELAAMIN  
My Commission Expires  
December 2, 2020  
Boone County  
Commission #12644578

My commission expires 12/2/2020

# **EXHIBIT A**

## **PROJECT NARRATIVES**

Please address each of the following statements. (Provide separate attachments as necessary.)

1. Provide a description of the project, including land, buildings, improvements, machinery and equipment to be acquired or constructed, and the principal use of the facilities once complete.  
  
Please see Attachment for complete answers to all of the questions in Exhibit A.
2. Describe the public policy objective(s) that will be supported by the Project.
3. Describe and quantify the project's primary beneficiaries or targeted audience/clientele served.
4. Explain the economic impact this project will have on the State of Missouri and the community in which it is located.
5. Explain the non-economic benefits this project will have on the community and state.
6. Describe the local Governmental financial support for the project, both direct and indirect.
7. How did you determine the amount of local city/county cash or local non-profit cash to be dedicated to the project?
8. Describe the fundraising history of the organization and how they intend to be successful in raising funds for this project using tax credits.
9. Explain how this project will be financially self-sustainable upon completion.

## EXHIBIT B

### PROJECT USER BENEFICIARY INFORMATION

(Only to be completed when the Project will be used by or will benefit a non-profit or for-profit business or other private person.)

#### A. THE PROJECT USER OR BENEFICIARY

Name: Columbia Center for Urban Agriculture  
Address: P.O. Box 1742  
City: Columbia State: MO Zip Code: 65205  
Contact: Adam Saunders Telephone: 573-356-9392  
Title: Development Director Fax: \_\_\_\_\_  
E-mail: Adam@ColumbiaUrbanAg.org

1. Business Organization:

- ☒ Corporation  
☐ C-Corporation  
☐ S-Corporation  
☐ LLC  
☐ Partnership (☐ General ☐ Limited)  
☐ Sole Proprietorship  
☐ Publicly Held  
☐ Privately Held

Is the Project User or the Beneficiary a subsidiary or affiliated directly with any other organization?

☐ Yes ☒ No

If so, indicate relationship and name of related organization.

Is the Project User or the Beneficiary a 501(c)(3) corporation? If so, provide Proof of Status as a not-for-profit organization.

☒ Yes      ☐ No

2. Officers and Directors

<u>Title</u>	<u>Name</u>	<u>Address of Residence</u>
President	Jenny Young	2245 Bluff Blvd
Vice President	Leslie Meyer	105 S Edgewood Ave
Secretary	Lisa Guillory	300 S Glenwood Ave
Treasurer	Caroline Kobe	3405 Balboa Ln
Directors	Robbie Price	111 E Brandon Rd
	Jeff Chinn	504 Westmount Ave
	Molly Froidl	11931 I-70 Drive, NE
	5 more board members...	See Attached List

3. Principal Stockholders, Members or Partners:

<u>Name</u>	<u>%</u>	<u>City/State</u>
na		

4. Legal Counsel to the Project User or the Beneficiary:

Name:	Tom Schneider, Jones, Schneider and Stevens, LLC
Address:	11 N. Seventh Street
City, State, ZIP:	Columbia, MO 65201
Telephone:	(573) 449-2451
Fax:	(573) 443-8620
E-mail:	tms@11-7law.com

5. Project User or the Beneficiary's Principal Banker:

Name:	Central Bank of Boone County
Address:	720 W Broadway
City, State, ZIP:	Columbia MO 65201
Telephone:	573-874-8100
Fax:	
E-mail:	

6. Project User or the Beneficiary's Current Operations:

Briefly, describe the Project User's or the Beneficiary's operations, including description of existing products, facilities, services and in general, its method of operations, customers, clients and suppliers.

There are three non-profit partners collaborating to develop and operate Columbia's Agriculture Park: Columbia Farmers Market, Sustainable Farms & Communities, and Columbia Center for Urban Agriculture. These organizations are jointly operating the private side of the capital campaign and leading the marketing efforts. These groups also operate programs/activities that will utilize Columbia's Agriculture Park once construction is complete. CCUA is the lead organization of this group, more details attached.

7. Financial Statements and Ongoing Sustainability:

Attach audited financial statements for at least the last three (3) fiscal years, if available, including the most recent interim statement (not more than 90 days old). If audited financial statements are not available, please explain why and submit reviewed, compilation or other type statements. Additionally, on a separate attachment explain how the project will be financially self-sustainable on an ongoing basis. Attach an annual income and expense Proforma for the project demonstrating sustainability.

8. Relationship to the Project:

Describe in detail the Project User's or the Beneficiary's relationship to the Project described in the Application to which this Exhibit is attached.

CCUA is part of the public-private partnership leading team planning, development and fundraising for Columbia's Agriculture Park. Additionally, CCUA has a 35-year Lease Agreement with the City of Columbia Parks & Recreation Department to provide programming for the Columbia's Agriculture Park. The MOU details the current fundraising phase and a lease agreement detail operations on site are both attached.

9. Litigation:

Is the Project User presently involved in any litigation which could have a material effect on its financial solvency?

☐

Yes

☒

No

If yes, please give details.

**B. CERTIFICATION OF PROJECT USER OR THE BENEFICIARY**

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this Exhibit and the Application to which it relates contains no information or data contained herein or in the exhibits or attachments, is false or incorrect.

Dated this 28<sup>th</sup> day of May, 20 19

SIGNATURE: 

NAME: William Polansky

TITLE: Executive Director

**Certification**

- I certify that I am an authorized representative of the project user or beneficiary and as such am authorized to make the statement of affirmation contained herein.
- I certify that the project user or beneficiary does NOT employ illegal aliens and that the applicant has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that an individual is not an unauthorized alien.
- I understand that if the project user or beneficiary is found to have employed an illegal alien in Missouri and did not, for that employee examine the document(s) required by federal law, that the project user or beneficiary shall be ineligible for any state-administered or subsidized tax credit, tax abatement or loan for a period of five years following any such finding.
- I attest that I have read and understand the Missouri Development Finance Board Tax Credit for Contribution Program guidelines, specifically as it relates to the Tax Credit Accountability Act of 2004 (SB 1099).
- I hereby agree to allow representatives of the Department and Board access to the property and applicable records as may be necessary for the administration of this program.



## EXHIBIT C

### Missouri Development Finance Board

### CERTIFICATION OF ALIEN EMPLOYMENT†

I certify that I am an authorized representative of the applicant and as such am authorized to make the statement of affirmation contained herein.

I certify that the applicant does NOT employ illegal aliens and that the applicant has complied with federal law (8 U.S.C. §1324a) requiring the examination of an appropriate document or documents to verify that an individual is not an unauthorized alien.

I understand if the applicant is found to have employed an illegal alien in Missouri and did not, for that employee, examine the document(s) required by federal law, that the applicant shall be ineligible for any state-administered or subsidized tax credit, tax abatement or loan for a period of five years following any such finding.

John Glascock  
Name (signature)

July 3, 2019  
Date

JOHN GLASCOCK  
Name (printed or typed)

CLARK-SHAW AGRICULTURAL PARK  
Applicant/Project Name (printed or typed)

CITY MANAGER  
Title (printed or typed)

Subscribed and sworn to before me this 3rd day of July, 2019  
I am commissioned as a notary public within the County of Boone, State  
of Missouri. My commission expires 1-3-2020.



Heather L. Cole  
Notary Public

#### †Statutory Provisions Applicable to Alien Employment

Section 285.0251. The state of Missouri hereby proclaims that no employer who employs illegal aliens shall be eligible for any state-administered or subsidized tax credit, tax abatement or loan from the state. The director of each agency administering or subsidizing a tax credit, tax abatement or loan pursuant to chapter 32, 100, 135, 253, 447 or 620, RSMo, shall place in such agency's criteria for eligibility for such credit, abatement, exemption or loan a signed statement of affirmation by the applicant that such applicant



employs no illegal aliens. Any individual, individual proprietorship, corporation, partnership, firm or association that is found by the director of the agency administering the program to have negligently employed an illegal alien in this state shall be ineligible for any state-administered or subsidized tax credit, tax abatement or loan pursuant to chapter 32,100,135,253,447 or 620, RSMo, for five years following such determination; provided, however, that the director of the agency administering such credit, abatement, exemption or loan may, in the director's discretion, elect not to apply such administrative action for a first-time occurrence. Any person, corporation, partnership or other legal entity that is found to be ineligible for a state-administered or subsidized tax credit, tax abatement, or loan pursuant to this subsection may make an appeal with the administrative hearing commission pursuant to the provisions of Chapter 621, RSMo. "Negligent", for the purposes of this subsection means that a person has failed to take the steps necessary to comply with the requirements of 8 U.S.C. 1324a with respect to the examination of an appropriate document or documents to verify whether the individual is an unauthorized alien.

2. Beginning August 28, 1999, any individual, individual proprietorship, corporation, partnership, firm or association that knowingly accepts any state-administered or subsidized tax credit, tax abatement or loan in violation of subsection 1 of this section shall upon conviction be guilty of a class A misdemeanor, and such action may be brought by the attorney general in Cole county circuit court.

Section 285.525. (1) "Business entity", any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034 . . . .

Section 285.530.1. No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

2. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis . . . .

3. All public employers shall enroll and actively participate in a federal work authorization program.

4. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section.

**Missouri Development Finance Board  
Supporting Attachment  
Proposal from Columbia, MO  
Columbia's Agriculture Park**

**Date:** 3-29-19

**Total Estimated Project Budget/Cost:** \$ 8,091,545

**Total Amount of Proposed Contribution:** \$ 4,000,000

**Total Tax Credit Amount (50% of Contribution):** \$ 2,000,000

**Name:** City of Columbia

**Address:** 701 E. Broadway

**City:** Columbia

**County:** Boone

**Zip:** 65201

**Contact:** John Glascock

**Phone:** 573-874-6338

**Title:** Interim City Manager

**Fax:** 573-442-8828

**Email:** John.Glascock@como.gov

## **B. The Project**

### **1. Project Description**

**What is the expected date of commencement of construction of the Project?**

**Date:**

Phase 1 Construction began July 2018

Phase 2 Construction is expected to begin late 2019 or early 2020

**What is the date the Project is expected to commence operations?**

**Date:**

Phase 1 of the project is slated to open in Spring 2019

Phase 2 of the project is estimated to open Spring 2021

## **B. The Project**

### **2. Project Costs and Ongoing Sustainability:**

**On the following table, state the costs reasonably necessary for the acquisition of the site and/or construction of the proposed Project together with any machinery and equipment in connection therewith, including any utilities hook-up, access roads, or appurtenant structures. Additionally, on a separate attachment explain how the project will be financially self-sustainable on an ongoing basis. Attach an annual income and expense Proforma for the project demonstrating sustainability.**

Proforma projections from the City of Columbia Parks & Recreation for the operation and maintenance of the facility are included in the attachments.

CCUA's proforma of on-site programming activities is included in the attachments.

Also included in the attachments is a feasibility study on the kitchen space within the "Event, Kitchen, Resource Center" that was completed in 2017. This study includes proforma projections for the operation of this kitchen facility. Funding for this report was secured by a USDA Local Food Promotion Project, Planning Grant.

NOTES on the budget table on Page 4 of 9:

The column entitled "Non-Contribution Amount" includes all of the donations made as of 3-28-19, and represents the entirety of Phase 1 of the project. The first phase of the project is currently underway with the scheduled opening of the Agriculture Park coming Spring 2019. There are more details about the phasing of the project in the attached map and elsewhere in the proposal that show the extent and scope of this phase. Also note, items included in the "Accounting, Legal, Miscellaneous" line item in the "Non-Contribution Amount" column include: staff time to operate the fundraising campaign and marketing costs (i.e. website, printing, advertising) to support the fundraising/promotion campaign for the project.

The column entitled "Cost Financed with Contribution Proceeds" are the items in the second and final phase of the project. The table below provides cost estimates on items within Phase 2 that are sub-divided into two parts.

**Cost estimates for Phase 2, subdivided into two parts:**

**Part 1**

East & West Pavilion Expansion:	\$1,631,000
Event, Kitchen, Resource Center:	\$100,000
<b><u>TOTAL Part 1</u></b>	<b>\$1,731,000</b>

**Part 2**

Event, Kitchen, Resource Center:	\$2,169,000
Second Cell of Customer Parking:	\$100,000
<b><u>TOTAL Part 2</u></b>	<b>\$2,269,000</b>

**GRAND TOTAL OF PHASE 2 (Part 1 and 2):**      **\$4,000,000**

*More details of Phase 2, Part 1:*

The East & West Pavilion Expansion is a critical mass of work that is "shovel ready". It has already been permitted and bid, and construction on this could begin as soon as late 2019.

There are Architecture/Engineering expenses for the "Event, Kitchen, and Resource Center" needed before the project can move forward to permitting and bidding. These expenses are included in Phase 2, Part 1 as it is a timely step to keep progress moving forward. The design process is currently about 65% complete, and the last step (Construction Documentation) is needed before it can be permitted and sent out to bid.

**Source of Funds:**

State amount and sources of financing for all of the Project costs listed above.

**\*\*\*AS OF 3-28-19\*\*\***

<b>Sources</b>	<b>Amount</b>
Contribution Proceeds	\$ 4,000,000
Applicant's Funds (Describe Sources)	\$ 475,000
Federal Funds (Describe Sources)	\$ 429,000
State Funds (Describe Sources)	\$ 7,500
Private Funds (non-Contributions)	\$ 3,134,045
Other (Describe Sources)	\$ 46,000
<b>TOTAL</b>	<b>\$ 8,091,545</b>

Provide a detailed description for all State, Federal, Private or Other funding sources listed above. Include agency and program name, respective amounts if more than one source is involved on the same line, and a copy of the funding commitment or approval setting forth the terms of funding. If approval has not been received, provide an explanation of where the application or request is in the review process, and the expected date of approval. The ability to demonstrate a high level of certainty in obtaining all funding identified to complete the project as presented is a factor the Board considers.

State Funding: \$7,500 Missouri Department of Agriculture: Urban and Non-Traditional Grant Program  
(Note: *PENDING \$20,000 from Missouri Department of Conservation*)

Federal Funding: \$429,000  
=\$400,000 Land and Water Conservation Fund (Department of Interior with Missouri Department of Natural Resources pass through).  
=\$29,000 USDA Local Food Promotion Project (Planning Grant)

Private donors \$4,000,000 (Contribution Proceeds not yet secured)

\$3,134,044.81 (Raised as of 3-28-19)  
=from: \$ 1,114,570.34 Individuals  
\$ 1,041,606.97 Businesses  
\$ 600,500 Family and Private Trusts  
\$ 377,367.50 Private Grantors

A list of all donors organized by donation ranges can be seen at <https://buildthistown.org/campaign-donors> and in attachments.

City Funding:               \$475,000  
                                   = \$400,000     Parks & Rec Sales Tax.  
                                   =\$75,000     Convention & Visitors Bureau  
                                   =\* In-kind labor (not included in monetary figures)

County Funding:         \$46,000  
                                   = \$46,000     Boone County Health Fund

Total:                       \$8,091,544.81

\*NOTE: The City of Columbia has also contributed and pledged to contribute via in-kind labor. Tasks include construction administration, landscape design/install as well as construction of multiple smaller structures and park features throughout the park. The value of this time is NOT included in the monetary figures listed in the "Sources of Funds" section.

## **B. The Project**

### **3. Certified Minority (MBE) and Women-Owned Business Enterprise (WBE) Participation**

The Board encourages the involvement of minority and women-owned businesses as certified by either the Missouri Office of Administration (OA) for state agency applications, or the municipality submitting the application for local projects. If the application is from a local government, please attach a copy of the Applicant's MBE/WBE Policy and Procedures pertaining to this subject, or the link to the local government's website where this information can be obtained. If the Applicant has policies and procedures in place, adherence to these policies and procedures will be a stipulation of the use of Contributions. If policies are not in place, please denote same and note that you will be required to contact OA to develop a plan to address this matter. The Office of Administration list of certified businesses by region can be found at <http://oeo.mo.gov/> for those communities that do not maintain their own certification Program.

**Please estimate the number of each type business the Applicant and/or Principal User expects to utilize in the construction and equipping of the Project.**

	No. of Firms	Amount
Minority Business Enterprise (MBE)	___0___	___0___
Women Business Enterprise (WBE)	___0___	___0___

NOTE: The City of Columbia uses the "Disadvantaged Business Enterprise Program" as its standard policy for all bidding and negotiations. The scope of work bid out in phase1 of this project received 8 competitive bids. The lowest and winning bidder was not at MBE or WBE,

and was significantly lower than the next lowest bidder (also not a MBE or WBE). More information about the “Disadvantaged Business Enterprise Program” can be here:  
<https://www.como.gov/finance/wp-content/uploads/sites/21/2015/11/CITY-OF-COLUMBIA-DBE-PROGRAM-Updated-April-2014.pdf>

## **C. FINANCIAL INFORMATION**

### **1. Financial Statements:**

**Attach audited financial statements for at least the last three (3) fiscal years, including the most recent interim statement (not more than 90 days old).**

**City of Columbia:**

**FY 2016 CAFR**

<https://www.como.gov/finance/wp-content/uploads/sites/21/2017/02/FY-2016-Comprehensive-Annual-Financial-Report.pdf>

**FY 2017 CAFR**

<https://www.como.gov/finance/wp-content/uploads/sites/21/2018/02/City-of-Columbia-MO-CAFR-FY2017.pdf>

**FY 2018 CAFR**

<https://www.como.gov/finance/wp-content/uploads/sites/21/2019/02/FY-2018-CAFR.pdf>

The next interim statement will be available at the end of April (for FY 2019 six months). The City only does interim statements at six months and nine months. So the most recent statement would be the EOY FY 2018, which is the 2018 CAFR.

## **D. Project Revenues**

Cost Benefit Analysis - Waived

## **F. Use of the Project**

See Exhibit B below

## **EXHIBIT A**

### **PROJECT NARRATIVES**

**Please address each of the following statements. (Provide separate attachments as necessary.)**

- 1. Provide a description of the project, including land, buildings, improvements, machinery and equipment to be acquired or constructed, and the principal use of the facilities once complete.**

Project: (Executive Summary)

Columbia's Agriculture Park is a public-private partnership being developed as a regional destination to connect Missourians to local agriculture. Columbia Parks and Recreation, the owner of the site, is working with three non-profits, Columbia Center for Urban Agriculture (CCUA), Columbia Farmers Market (CFM), and Sustainable Farms and Communities (SF&C), to construct and operate the facility on 10-acres of an under-utilized city park in West Central Columbia. Agreements between the partners are included in the attachments. The partners are seeking tax credits from Missouri Development Finance Board to construct the final phase of infrastructure at this site. Columbia's Agriculture Park will include:

- A four-season producer-only Farmers Market serving 98 vendors from a 50-mile radius of Columbia and 2,000-4,000 customers weekly.
- 3 acres of farm and garden demonstrations which will produce 50,000 pounds of fresh food annually, all of which is donated to local food pantries.
- A one-room school house/outdoor classroom with facilitated educational experiences to connect learners to healthy eating, agriculture, and the land.
- Outdoor learning spaces.
- A walking/running trail connecting to the city's Activity and Recreation Center.
- A central plaza serving as a gathering place for our whole community.
- An Event, Kitchen, and Resource Center providing educational and entrepreneurial space.

Over \$4 million has been raised to date and Phase 1 construction will be completed in 2019. This proposal requests funds for the project's second and final phase. Phase 2 completes the Farmers Market pavilion and builds the Event, Kitchen, and Resource Center. MDFB tax credits will support Phase 2 construction.

When construction is complete, Columbia's Agriculture Park will be a destination for Mid-Missouri commerce, education, and tourism. The completed park is expected to host over 100,000 visitors every year. Money spent at the market will invigorate the small communities surrounding Columbia. The Urban Farm at the park, which will grow and donate 50,000 pounds of fresh produce annually for the Food Bank of Central and Northeast Missouri, will also provide beginning farmers, gardeners, and students with a hands-on learning environment where they can hone their skills. Facilitated educational experiences for Columbia's youth will connect agriculture to math, science, social studies, and health. Park visitors will have the opportunity to bring themselves closer to the food they eat; whether it is meeting a farmer at the market, learning how to grow food in a backyard or on a commercial scale, or participating in a hands-on lesson to increase understanding of the hard work and complex systems that bring us our food.

#### Land:

Clary-Shy Community Park is a 20-acre park in West Central Columbia that was acquired by the City of Columbia in 1992 with the vision of creating a beloved park with community center. Prior to the City's ownership, this site was home to the Boone County Fairgrounds from 1947 to 1991. Columbia Farmers Market has operated on this site since 1980 in a parking lot under pop-up tents. The ARC opened in 2001, and currently occupies about half of the total site. The other half of Clary-Shy Park is now the site of Columbia's Agriculture Park. This in-fill project builds on the success of the ARC and it complements this existing investment.

#### Buildings and Improvements:

Phase 1 of this project is funded and will be completed by the end of 2019. The park opens in Spring 2019. The scope of Phase 1 construction includes: earthwork, utility upgrades, storm water upgrades, concrete for the MU Health Care Pavilion, the middle portion of the MU Health Care Pavilion structure, a paved trail network through the park, barn, greenhouse, one-room schoolhouse, nature play area, playground, pedestrian plaza, and 3+ acres of demonstration and production gardens.

The forthcoming Phase 2 (the focus of this request) of development includes: completion of the MU Health Care Pavilion and construction of the 10,000 square foot Event, Kitchen & Resource Center.



- The Pavilion completion will add two wings (each ~11,000 square feet) to the covered space. Once complete, the pavilion will hold 98 farmer-vendors under one roof and will serve over 100,000 customers annually.
- The Event, Kitchen and Resource Center is a ~10,000 square foot all-season building that will significantly increase the functionality of the site. This building includes:
  - Fully air conditioned and heated, rentable space for 175 people which can host workshops, conferences, trainings, weddings, and more.
  - Commercial teaching kitchen to support cooking, nutrition, and entrepreneurial programs.
  - Collaborative space with educational materials, offices, and community meeting rooms.
    - i. The teaching kitchen, collaborative teaching space and office space will be programmed and utilized by all the project partners: Columbia Center for Urban Agriculture, Columbia Farmers Market, Sustainable Farms & Communities, Columbia Parks & Rec, as well as by other educational partners: MU Extension, Boone County Extension, MU Health Care, Columbia Public Schools, Daniel Boone Regional Library, Boone County/Columbia Health Department, and many others. Community Meeting rooms will be used by the partners listed here and available for reservation by community members/groups.

#### Machinery & Equipment:

A tractor and implements have already been purchased with non-MDFB funds to maintain the park's farm and garden demonstrations.

In Phase 2, when the Event, Kitchen and Resource Center is built, it will include expenses for commercial food preparation equipment to facilitate cooking, food entrepreneurship, and group learning experiences. During Phase 2 construction, a heating system will be added to the MU Health Care Pavilion for use during the winter Farmers Market. MDFB tax credits are proposed to support these Phase 2 equipment expenses.

#### Principal Use:

This site will operate as a City Park; however it will host a unique suite of activities and programs which will be operated by the private partners, Columbia Center for Urban Agriculture

and Columbia Farmers Market. Additionally, other events/activities will be coordinated by Parks & Recreation. The MU Health Care Pavilion and Event Center will be rented to groups for events, conferences, trade shows, weddings, and other events. The MU Health Care Pavilion is a unique structure. The farmers' market configuration where vehicles back up to a booth will attract regional events such as car shows, antique markets, and trade shows.

Columbia Farmers Market will operate at the park year-round on Saturday mornings and several weekday afternoons. Over the last decade advances in technology to improve winter growing have created a market environment where customers can purchase locally-grown produce, meat, cheese, and baked goods every week of the year. Columbia Farmers Market has been operating a winter market indoors at a local shopping mall since 2010. In spring, summer, and fall the market will operate three days per week under the new shelter. Previously at this outdoor market, adverse weather would negatively impact sales; the pavilion will protect farmers' sales by keeping customers comfortable. The pavilion itself will bring more visibility to the market. People driving by the park will constantly be reminded of the market's presence. As the market and customer base grows, there is the opportunity for daily market hours.

The market is a rural-urban interface that not only brings people together but provides an economic engine to support rural farming communities in mid-Missouri.

Columbia Center for Urban Agriculture will build and maintain interpretive gardening demonstrations throughout the park. Through CCUA's "Planting for the Pantry" program, food grown on site will be donated to the Food Bank of Central and Northeast Missouri. It is estimated that the site has a production capacity of 50,000 pounds of produce annually. CCUA's existing educational programs will be expanded at the park. Workshops, field trips, and numerous hands-on learning opportunities will be provided at the site. The new site will allow CCUA to offer new programs such as a Resource Center where the public can access information and borrow tools. A new Commercial/Teaching Kitchen will support food entrepreneurs and host cooking classes. The park will also serve as CCUA's base of operations for outreach in the community through its Opportunity Gardens, Garden Pro, and Farm-to-School Programs. Volunteer, internship, and service-learning activities will occur at the site six days a week.

Columbia Center for Urban Agriculture, Columbia Farmers Market, and University of Missouri Extension have applied for funds from the Missouri Department of Agriculture's Specialty Crop Block Grant to hire an Ag Businesses Educator to work onsite, building the business skills of farmers and prospective farmers.

## **2. Describe the public policy objective(s) that will be supported by the Project.**

### Rural economic development:

Columbia Farmers Market provides an outlet for farmers to sell their goods at competitive prices, network with fellow growers, and build friendships. The revenue and business connections made in the larger Columbia community help to circulate dollars through the region and builds a stronger network of business and social capital. Sales at the Market send dollars from city customers to the rural areas surrounding Columbia reversing the typical rural to city cash flow. It's estimated that less than 1% of money spent on food in Boone County is direct-marketed from local farmers (US Census of Agriculture). If spending on local food was increased by just 1%, an additional \$7,400,000 would stay in mid-Missouri (USDA, US Census, MERIC).

### Educational programs:

46% of Columbia Public Schools students receive free or reduced lunch, an indicator of poverty and food insecurity. In Columbia, the students receiving free or reduced lunch score lower on standardized tests, and attend school less often (Boone Indicators, 2017). Research shows that children with less nutritious diets score lower on standardized literacy assessments, experience more school absences, and have a lower general health status (Florence et al., 2008) (Brown et al., 2008) (Casey, 2005).

Columbia's Agriculture Park will address these health and education-related disparities that exist in Columbia. Field trips, summer camps and after school learning/enrichment activities for K-12 students will provide engaging, hands-on, curriculum-tied programs to schools in high-poverty neighborhoods. The current relationships that CUA, CFM and Parks & Recreation have with both public and private schools will be enhanced at this new site. This facility and the partners are responding to Columbia Public Schools' commitment and investment in place-based learning, the concept of using the local community as the context for learning.

Continuing education for adults will be a central part of Columbia's Agriculture Park. The practical skills of growing food, cooking healthy meals, and teaching others will be made available to thousands of adults each year. All of these items tie to improvement in both physical and mental health through proactive measures.

#### Healthy Lifestyles:

According to the Missouri Department of Health and Senior Services, 86% of Boone County Residents do not eat the recommended five servings of fruits and vegetables daily, and over half of residents are overweight or obese.

Creating healthy communities requires a multi-pronged strategy that will be sustained for generations. Investments at Columbia's Agriculture Park complement investments at the adjacent Activities and Recreation Center. Emphasizing growing, cooking and eating complement the ARC's emphasis on physical activity. Strategic partners from the health professions have joined this effort, such as MU Health Care, Columbia/Boone County Department of Health and Human Services, Boone County Children's Service Fund, and Family Health Center. These partners are developing novel (and fun) ways to provide more options for preventative health promotion activities.

#### Neighborhood Revitalization:

The West Central Columbia Neighborhood includes Clary-Shy Park. This neighborhood has incomes and education levels that are lower than the city as a whole. The neighborhood has a higher proportion of minority residents than the city as a whole. There is a high concentration of low-income apartments and Section 8 housing immediately adjacent to the park.

In the most recent "West Central Columbia Neighborhood Plan", Priority 3 recommends *"Establish an off-street greenway path to connect the ARC/Farmers Market, Shelter Gardens and West Middle School properties."* This is referring to the location of Columbia's Agriculture Park. By redeveloping this site with walking paths, benches, restrooms, and interesting demonstrations, a greenway will be created linking the adjacent properties. Priority 3 also makes the recommendation to *"Explore opportunities to add and improve parks, greenspace, and community gardens in the neighborhood."* The Park's complete lack of outdoor amenities makes it a prime location for the type of improvements outlined in this priority. Priority 4 in the action plan makes the recommendation to *"Establish new gathering places, pocket parks, pavilions, and art installations."* Columbia Farmers Market, has operated from this site since

1980 and is one of the defining features of the West Central Neighborhood. A pavilion at Columbia's Agriculture Park won't only serve the needs of this vibrant farmers' market, it will provide the neighborhood with a much-needed place to gather. These improvements to the built environment will facilitate improved neighborhood social cohesion and provide positive ripple effects for many socially determined health and equity factors.

#### Access to Healthy Foods:

SNAP benefits (i.e. food stamps) are accepted at Columbia Farmers Market. Furthermore, Columbia Farmers Market and its partner, Sustainable Farms and Communities, offers a matching program that doubles the value of SNAP benefits up to \$50 per week. SNAP dollars (federal) and match dollars (county) increase the accessibility of healthy food for families living with low to moderate income, and help circulate these dollars into the farming communities throughout mid-Missouri. The park improvements will drive more traffic to the park and increase sales by customers who use SNAP.

Families who learn gardening skills at the park will be empowered to grow their own healthy foods. Often families with limited food budgets purchase calorie-dense foods and forgo nutrient-dense foods, like fruits and vegetables. Gardening creates a situation of abundance, and is an accessible activity for most any income level. Nutrition education and cooking classes in the Event, Kitchen, and Resource Center will help families develop cooking skills, encouraging them to purchase and grow more locally-grown products.

### **3. Describe and quantify the project's primary beneficiaries or targeted audience/clientele served.**

#### Farmers in 50-mile radius of Columbia MO:

CFM is a 'producer only' market, meaning that vendors must grow the food themselves in order to sell at this market. This provides a level of integrity to the shopping experience for both the customers and vendors and ensures that dollars spent in this market circulate into Mid-Missouri. The market is a business incubator. It allows farmers to test their products and build customer relationships as they grow their businesses. An excellent example of this is the Stanton Brothers. Two young entrepreneurs sold their first half-dozen eggs at Columbia Farmers Market. Today they operate the largest free-range egg operation in the United States, with marketing outlets far beyond the farmers market.

Shoppers in Mid-Missouri, especially Columbia:

There is a growing interest in knowing more about how and where one's food is grown. The relationships created at the farmers market further enrich the experience for the shoppers in addition to their gaining access quality local foods. These relationships reinforce the positive relationship between consumers and healthy food.

Youth through hands-on education:

The urbanization of our society over the last few generations has reduced the amount of outdoor time that kids experience. Urban Agriculture helps re-connect young people to the land and can spark a lifelong interest or future career in growing food. The park's programs will complement lessons taught in the classroom.

Low-moderate income clientele:

Low-income families will benefit from the SNAP matching programs previously mentioned. In recent years, an average of \$75,000 in SNAP and SNAP matching dollars is spent at the Columbia Farmers Market every year. Through "Planting for the Pantry" donations, all of the food grown at Columbia's Agriculture Park will be distributed to hunger relief channels in the local community. Additionally, each week vendors donate some of their surplus to the Food Bank, last year those donations totaled 17,000 pounds. An estimated 10,000 families in Columbia get food/nutritional support from the "Central Pantry" monthly to help meet their basic needs. Ensuring that these families have access to nutrient-dense foods will encourage healthy living and support their quality of life.

**4. Explain the economic impact this project will have on the State of Missouri and the community in which it is located.**

Columbia's Agriculture Park promotes economic growth in rural Missouri, creating opportunities for specialty crops and direct-marketed commodities in the agricultural sector. The Federal Reserve Bank of St. Louis released a report in 2017 that looked at investments in regional food systems. The report notes, "The ability of urban consumers to purchase food, feed, fiber, energy and tourism/recreational opportunities from rural areas is a crucial factor in the development of rural areas, reflecting the global trend toward market-led strategies. In this view, government investment in production, distribution and market infrastructure can be seen as a mechanism to

compensate for the market imperfections that are at the root of regional disparities.” (Federal Reserve, 2017).

It is estimated that food purchases in Boone County, Missouri surpass \$740 million every year (USDA). It is currently estimated that less than 1% of that food was purchased from mid-Missouri Farms (USDA Census of Agriculture). If Boone County could increase local food purchases by 1%, that would equal \$7.4 million every year that would stay in mid-Missouri. Missouri’s climate is suitable to a wide variety of agricultural crops and many of the products are imported from out of the state or out of the country. “Import substitution is one of the earliest tenets of economic development: the idea that by protecting certain industries (e.g., agriculture), the sector can develop workers’ skills and experience, as well as expand productivity. In the context of local food, regions can be seen as decreasing food and agricultural imports and replacing them with locally grown, processed and distributed products.” (Federal Reserve, 2017).

Increasing local food purchases will replace food imports into the state. This is supported by the Missouri Department of Agriculture’s “Missouri Grown” program. The program’s website says it best: “From pears to pork, hundreds of fresh and nutritious products are grown by the men and women of Missouri agriculture. When you pick Missouri Grown products, you show your state pride and support your neighbors — the farmers and business owners who make Missouri so great.” Missouri farmland that is converted to high-value specialty crops or direct-marketed commodities generates more income for the farmer, and keeps money circulating locally.

The Columbia Farmers Market is a business incubator. It allows farmers to test their products and build customer relationships as they grow their businesses. An excellent example of this is the Stanton Brothers. Two young entrepreneurs sold their first half-dozen eggs at Columbia Farmers Market. Today they operate one of the largest free-range egg operation in the United States, with marketing outlets far beyond the farmers market. Columbia’s Agriculture Park and the expansion of the Columbia Farmers Market will increase the number of consumers and producers buying and selling locally-grown products. “Local food markets, especially direct-to-consumer outlets such as farmers markets and community supported agriculture (CSA), also provide an affordable, low-risk and scale-appropriate point of entry for the growing number of new and transitioning farmers and entrepreneurs who are just beginning to launch their farm businesses. With the average age of the U.S. farmer now exceeding 58, the need to encourage

people to consider farming as a career choice (whether as a first career, second career or part-time career) has never been greater.” (Federal Reserve, 2017)

Columbia Convention and Visitors Bureau has invested in the project because of the park’s potential to attract out of town guests, and extend the length of stay for out-of-town visitors. Columbia has many wonderful attractions which bring people to our town: sports, conferences, festivals, and more. The Columbia Farmers Market, and Columbia’s Agriculture Park, in combination with these large attractions serve to extend the stay of visitors to our town. For example, last summer Columbia was one of many cities across the country prime for viewing the solar eclipse. The eclipse occurred on Monday, August 21, 2017. The Columbia Farmers Market surveyed customers on Saturday, August 19, 2017, to determine how far customers travelled to the market. Results showed that 35.7% of visitors came from out of town, with many from out of out of state or out of country. Many of these visitors came to Columbia to see Monday’s eclipse. These eclipse tourists were in Columbia on Saturday morning for a Monday afternoon event. This data reinforces our argument that the Columbia Farmers Market enhances and lengthens a visitor’s stay.

The park, as a venue, will host a unique suite of activities and programs which will be operated by the private partners, Columbia Center for Urban Agriculture and Columbia Farmers Market. The MU Health Care Pavilion is a functional structure conducive to a range of uses. The farmers’ market configuration where vehicles back up to a booth will attract regional events such as car shows, antique markets, and trade shows. The indoor space at the park’s Event, Kitchen, and Resource Center will be rented to groups for events, conferences, trade shows, weddings, and other events. Outdoor space at the park can be used for hands-on components of educational events.

The neighborhood adjacent to this park is a low-moderate income and the housing stock has redevelopment potential. Investment in home rehabilitation or new development will follow the park’s development.

## **5. Explain the non-economic benefits this project will have on the community and state.**

In today’s social environment, there is a disconnect between urban and rural America. The Columbia Farmers Market provides a place where rural and urban people can build friendships and better understand each other. Very few places in our state offer this type of interaction.



Connecting the city to the country, and increasing understanding of rural issues may be one of the most important benefits of this project.

This project meets identified community needs. The park improvements address infrastructure improvements identified in the West Central Columbia Neighborhood Plan. The park's programs will support health education in a community where over half of residents are overweight or obese. Educational achievement gaps identified by Columbia Public Schools are being addressed by partner organizations who will benefit from the park.

The completed park is expected to host over 100,000 visitors every year who will learn about food and agriculture. The park, will grow and donate 50,000 pounds of fresh produce annually for the Food Bank of Central and Northeast Missouri, will also provide beginning farmers, gardeners, and students with a hands-on learning environment where they can hone their skills. Facilitated educational experiences for Columbia's youth will connect agriculture to math, science, social studies, and health. Park visitors will have the opportunity to bring themselves closer to the food they eat; whether it is meeting a farmer at the market, learning how to grow food in a backyard or on a commercial scale, or participating in a hands-on lesson to increase understanding of the hard work and complex systems that bring us our food. These community benefits are explained in further detail in Exhibit B.

**6. Describe the local Governmental financial support for the project, both direct and indirect.**

City of Columbia owns Clary-Shy Park--the land where Columbia's Agriculture Park is located.

Parks and Recreation contributed \$400,000 from the dedicated Park sales tax. Columbia Convention and Visitors Bureau contributed \$75,000 from their Attraction Development Fund.

Columbia's Parks and Recreation department has contributed significant in-kind staff time to the project. In addition to all of the staff time that has gone into the visioning, planning, and fundraising aspects of the project, Parks and Recreation is overseeing construction administration of the general contractor currently working at the site. Parks and Recreation will serve as the general contractor for construction of the barn, greenhouse, one-room schoolhouse, playground, and sidewalks; these items are beyond the scope of our hired general

contractor. This contribution of staff time is not reflected in the project cost estimates listed elsewhere in the project.

City of Columbia is financing the project's cash flow from the city's Designated Loan Fund. Signed pledge cards are used to secure cash from the fund, the fund is paid back as donors make payments on their multi-year pledges. All payment due dates have been met.

**7. How did you determine the amount of local city/county cash or local non-profit cash to be dedicated to the project?**

In 2015, the renewal of Columbia's Park Sales Tax was passed with \$400,000 earmarked for Columbia's Agriculture Park. This contribution to the project seeded the capital campaign in its early phases. Parks and Recreation was able to win a grant of \$400,000 from the US Department of Interior to match the city's initial investment. In 2018, Columbia's Convention and Visitors Bureau awarded \$75,000 to the capital campaign based on the project's ability to enhance the city as a tourism destination. The remainder of the project has been fundraised for by private partners. The private partners have staff working to fundraise for the park's capital campaign.

**8. Describe the fundraising history of the organization and how they intend to be successful in raising funds for this project using tax credits.**

The project's non-profit partners bring many resources and talents to this city park. The project has raised over \$4.0 Million in 27 months, 77% of which has been privately fundraised, and 23% of which comes from City, County, State, and Federal sources. The fundraising success to date (without the use of tax credits) indicates future fundraising with tax credits will be successful.

The fundraising efforts to date have developed many strong partnership and donor prospects within the Mid-Missouri community. Many of these donors and prospective donors have indicated an interest in supporting the project with tax credits.

**9. Explain how this project will be financially self-sustainable upon completion.**

A lease agreement is in place with Columbia Center for Urban Agriculture to maintain gardens and provide educational programs. Columbia Farmers Market has a lease to operate the

farmers' market. Much of the funding to support the programs at the park will come from these partner organizations' existing budgets. New sources of funding have already been secured for program expansion at the park. To cover expenses related to general park maintenance, Columbia Parks and Recreation will use operational funds which come from the City of Columbia's General Fund and rental fees. Columbia's Agriculture Park's multipurpose building and market pavilion will generate rental revenue for the department. A dedicated Park Sales Tax can be used to make future capital improvements at Columbia's Agriculture Park.

CCUA has a diverse revenue stream that funds its day-to-day operations. Local grantors such as Heart of Missouri United Way and County of Boone, fund CCUA's ongoing programs. Numerous other gifts from individuals, family foundations, and local businesses make up CCUA's \$730,000 annual budget.

Columbia Farmers Market is funded by fees paid by its vendors. These fees fund rental fees paid to Parks and Recreation, the market's staff, and market promotion. As the market grows, it will generate more vendor fees, allowing CFM to scale up accordingly.

## **EXHIBIT B**

### **PROJECT USER BENEFICIARY INFORMATION**

**(Only to be completed when the Project will be used by or will benefit a non-profit or for-profit business or other private person.)**

**Is the Project User or the Beneficiary a 501(c)(3) corporation? If so, provide Proof of Status as a not-for-profit organization.**

☒X Yes ☐ No

See ATTACH declaration

#### **2. Officers and Directors**

<b>Title</b>	<b>Name</b>	<b>Address of Residence</b>
President	Jenny Young	2245 Bluff Blvd, Columbia, MO 65201
Vice President	Leslie Meyer	105 S Edgewood Ave, Columbia MO 65203
Secretary	Lisa Guillory	300 S Glenwood Ave, Columbia MO 65203
Treasurer	Caroline Kobe	3405 Balboa Ln, Apt A, Columbia, MO 65203-3713
Directors	Robbie Price	111 E Brandon Rd, Columbia, MO 65203
	Jeff Chinn	504 Westmount Ave, Columbia Mo 65203
	Molly Froidl	11931 I-70 Drive, NE, Columbia, MO 65202
	Eleazar Gonzalez	5201 S. Cowan Rd, Columbia. MO. 65201
	Harriet Yelon	1309 Overhill Ct, Columbia MO 65203
	Jerry Schermer	4913 Royal Lytham Dr, Columbia MO 65203
	John Scott	116 W Burnam Rd, Columbia MO 65203
	Rachel Bacon	2703 E Walnut Rd, Columbia MO 65201

#### **6. Project User or the Beneficiary's Current Operations:**

**Briefly, describe the Project User's or the Beneficiary's operations, including description of existing products, facilities, services and in general, its method of operations, customers, clients and suppliers.**

**The Private Partners:**

There are three non-profit partners collaborating to develop and operate Columbia's Agriculture Park: Columbia Farmers Market, Sustainable Farms & Communities, and Columbia Center for Urban Agriculture. These three non-profits are jointly operating the private side of the capital campaign and leading the marketing efforts. These groups also operate programs/activities that will utilize Columbia's Agriculture Park once construction is complete.

Columbia Farmers Market operates a producer-only farmers market three times per week. Vendors come from within a 50-mile radius of Columbia, their producer-only status is verified by periodic farm inspections; resale of products is not allowed. In recent years, the market regularly sees 2,000 - 3,000 customers on a Saturday, these customer counts are expected to increase when the market begins operating at Columbia's Agriculture Park.

Sustainable Farms and Communities is the market's sister organization. This 501c3 organization operates a matching program which doubles the value of SNAP (food stamp) benefits at Columbia Farmers Market. The program gets more healthy, locally-produced food to struggling families, and puts more income in the pockets of local farmers.

In addition to maintaining multiple garden sites in Columbia, Columbia Center for Urban Agriculture operates educational programs to help youth and adults develop gardening/farming/cooking/nutrition skills. Programming will occur on site at Columbia's Agriculture Park as well as many off-site location such as their current Urban Farm (in its 10th season of production), local schools, community gardens, partner agencies, and at the homes of low-income families throughout the city. CCUA's operations will be explained in detail below.

Of the private partners, Columbia Center for Urban Agriculture will be the primary user of Columbia's Agriculture Park. CCUA is a 501c3 not-for-profit organization founded in 2009. Currently, CCUA employs 13 full-time staff members. CCUA partners with AmeriCorps to bring four full-time staff to their team. In 2018, the organization worked with over 700 volunteers.

Vision Statement:

CCUA envisions a community transformed by good food for all with the skills to grow it.

Mission Statement:

CCUA works to enhance our community's health by connecting people to agriculture and the land through hands-on learning opportunities from seed to plate.

#### Planting for the Pantry:

CCUA has operated the Urban Farm--its current headquarters-- since 2010. The Urban Farm is a 1.3-acre educational and production site in North Central Columbia. All food grown at the Urban Farm is donated to the Food Bank for Central and Northeast Missouri, a key partner. CCUA's donation is a primary source of fresh produce for food-insecure families in our community. CCUA's staff works with interns, service-learners, and volunteers to maintain the site and keep it productive. Many of these interns are beginning to explore careers in agriculture and this is their first hands-on experience in the field. This site produces around 17,000 pounds of fresh food for families in need annually. In 2020, Planting for the Pantry food production will move to Columbia's Agriculture Park, and the Urban Farm will transition into a veterans training farm.

#### PLANTS Program:

PLANTS teaches children about food, nutrition, the science of agriculture, conservation, and outdoor activity. Lessons teach about healthy eating and to combat the growing health consequences of childhood obesity. Groups of children get the opportunity to interact with food and agriculture. These hands-on experiences occur at CCUA's Urban Farm, at local schools, and at sites across the community. In 2018 over 14,000 students participated in the PLANTS program. For school groups, the lessons are tied to classroom learning objectives. Kids learn to identify the plant part (seeds, roots, etc.) of common vegetables and their nutritional importance. They then harvest produce from the farm and prepare a snack with their harvest. Lessons thus include science, outdoor activities, and nutrition. Program assessments show that participants are then more likely to choose fresh produce from the school salad bar or ask their parents for fresh vegetables. Other program partners include: Boys and Girls Club, Fun City Youth Academy, Adventure Club, Moving Ahead, and Nora Stewart Early Learning Center.

#### Opportunity Gardens:

Since 2011, the purpose of the Opportunity Garden program has been to help low-income families grow their own fresh, healthy food. Participants receive - free of charge - the resources to create their own garden at home. CCUA staff helps program participants install the garden and makes regular supply delivery and mentoring visits to gardeners over a three-year period.

The gardens become a healthy family, and even neighborhood, activity. Staff also works with families to incorporate fresh produce into their regular diet, emphasizing ideas that make fresh vegetables attractive to children. The program assists 100 families annually, bringing on new gardeners every spring, and graduating third-year gardeners in the fall. At the end of the program, participants graduate as confident self-sufficient home gardeners. Many graduates have shown an interest in commercial production, Columbia's Agriculture Park will support these entrepreneurs.

#### Garden Pro:

CCUA's for-hire garden maintenance and mentoring program is available to businesses and families that need assistance in their gardens. Services range from garden installation, fruit tree planting, backyard mentoring, and maintenance packages for businesses/institutions. This program is flexible and this fee-for-service program becomes an alternate source of income to CCUA. Garden Pro staff are responsible for garden maintenance at number of sites in Columbia: Kilgore's Community Garden, Lucky's Crates to Plates Garden, Patriot Place's Green Acre, Columbia Housing Authority's Downtown Fruit Orchard, hydroponic tower gardens at Stephens College, an outdoor garden and indoor hydroponic tower garden at Columbia Independent School, and outdoor gardens at eight public elementary schools.

#### Public Events:

CCUA engages the public in a number of community settings. Three times per week, CCUA provides children's activities at Columbia Farmers Market. New in 2019, CCUA is offering a free gardening workshop once per week at Columbia's Agriculture Park. This year CCUA is hosting the 10th Annual Harvest Hootenanny which provides a locally-grown meal and entertainment to over 1,000 attendees at CCUA's Urban Farm. Empty Bowls is organized every spring, the event provides a free meal of soup and bread, while raising hunger awareness, and engaging the local arts community who makes decorative bowls.

### **7. Financial Statements and Ongoing Sustainability:**

**Attach audited financial statements for at least the last three (3) fiscal years, if available, including the most recent interim statement (not more than 90 days old). If audited financial statements are not available, please explain why and submit reviewed,**

**compilation or other type statements. Additionally, on a separate attachment explain how the project will be financially self-sustainable on an ongoing basis. Attach an annual income and expense Proforma for the project demonstrating sustainability.**

Attached are audits for 2017 and 2016, an accountant's "financial review" of 2015 finances, unaudited financial statements for 2018, and unaudited interim financial statements for 2019 through the end of February. An audit is not yet available for CCUA's 2018 finances. In 2015, none of CCUA's funders required a full audit, as the organization's expenses were below \$500,000, so only a review was completed in this year.

This project's sustainability builds on the foundation of programming and fundraising that CCUA has built in Columbia since 2009. CCUA's current Urban Farm has funded its operations through the "Planting for the Pantry" Program, where individuals sponsor rows of produce, which CCUA in turn donates to the food pantry. This model is scalable and will be used at Columbia's Agriculture Park to generate more income to manage the larger space. Over 500 donors have given to Columbia's Agriculture Park's Capital Campaign, the majority of these donors have never given to CCUA. These individuals will be targeted for Planting for the Pantry's annual fundraising campaign. CCUA's educational programs are supported by a number of granting agencies. Missouri Foundation for Health, County of Boone, Heart of Missouri United Way and J.R. Albert Foundation are some of CCUA's largest donors. Educational programs are also offered on a fee-for-service basis to groups not eligible to receive grant assistance. As relationships are maintained with these organizations, programming which is currently taking place at the Urban Farm will transition to Columbia's Agriculture Park and expand as new funding relationships are developed. CCUA earns income through fee-for-service gardening and educational programs. In 2019, CCUA's income will be just over \$730,000, this income is separate from the capital campaign donations for Columbia's Agriculture Park.



### Sources:

Source			USDA ERS:		US Census:		MERIC:
<b>Formula</b>	Boone County Food Purchases	=	USA Annual Per Capita Food Expenses	X	Boone County Population	X	Columbia, MO Cost of Living As a Percent of National Average
<b>Calculation</b>	Boone County Food Purchases	=	\$4,576	X	174,974 People	X	92.5%
<b>Total</b>	Boone County Food Purchases	=	\$740,629,947				

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United States Department of Agriculture Economic Research Service. Food Expenditure Series. <https://www.ers.usda.gov/data-products/food-expenditure-series/>

**Partnership Table:**

**Capital Campaign and Program Partners for the Agriculture Park**

List of partners engaged in the Agriculture Park project, their role in the Capital Campaign (and funding amount), and their role in the ongoing programming (and funding amount)

#	Who:	Capital Campaign Role(s):	Capital Funding Support:	Programming Role(s)	Programming funding Support:
	<b>“Project User Beneficiaries” (Exhibit B)</b>				
1	Columbia Center for Urban Agriculture (CCUA)	-Jointly fundraise for Capital project	na	-Operate urban farm and programing (education, produce donations, beautification) at the Agriculture Park and off-site around Columbia.	Ongoing fundraising for on-site programs.
2	Columbia Farmers Market (CFM)	-Jointly fundraise for Capital project	na	-Coordination of 3x/week market at the Agriculture Park	Uses vendor fees as primary income for market operation.
3	Sustainable Farms & Communities (SF&C)	-Jointly fundraise for Capital project	na	-Provide SNAP and WIC matching benefits for sales at CFM for families that have children 19 and older, disabled or elderly.	Ongoing fundraising for SNAP/WIC-matching programs.
	<b>Local Governmental Partners</b>				
4	City of Columbia (The Applicant)	-Approval and oversight (City Council) -Financing via Designated Loan Fund			

		-Owner of land, project manager of construction at Agriculture Park, long term maintenance (Parks & Rec)  -Funding to support tourism efforts of Agriculture Park (Convention & Visitor Bureau)	-\$400,000, -in-kind labor, construction & planning  -\$75,000	-Ongoing park maintenance -Coordinate the rental of spaces within the Agriculture Park	-Revenue generating for the project.
5	Boone County -Children's Service Fund	na	na	-Funding for PLANTS Program, -Opportunity Gardens Program, workshops at the park, Saturday-morning greeters, -SNAP and WIC matching program (Access to Health Food).	\$188,807 / yr
6	Boone County -Medical/Health Fund	-Funding for educational signs, marketing, and construction of garden space.	\$46,000	Workshop series, children's activities, and greeters at the Agriculture Park.	\$30,115 / yr
7	Columbia Public Schools	na	na	-Partner with CCUA on "Farm to School" program at 8 of the "Title 1" schools	\$40,000 / yr
8	Daniel Boone Regional Library	-Capital support	PENDING	-Support resource library at the park.	PENDING
9	Boone County Soil and Water Conservation District / National Association of Conservation Districts	-Planning support for early phase of capital effort	-\$48,000		

	State Governmental Partners				
10	Missouri Department of Agriculture	-Grant funding awarded -PENDING grant from MASBDA	-\$7,500 (Urban Ag grant)  -Grant pending, \$200,000 from MASBDA for value added equipment (Due April 19')	-Exploring collaboration with Department of Agriculture's Marketing Division to use the Agriculture Park to promote Missouri Agriculture. -Provides funding for promotion of educational programming during the CFM at the Ag Park, and CCUA support funding to offer educational programming.	SCBG \$50,000 over 2 years
11	Missouri Department of Conservation	-Funding support for storm water and native habitat development	PENDING	-Education support about native plants, habitat and 'field-to-table' activities	PENDING
	Federal Partners				
12	USDA -Local Food Promotion Program	-Planning support of the kitchen design and business plan development	\$29,000	na	na
13	US Department of Interior Outdoor Recreation Legacy Partnership Program	Dedicated funding for a range of Agriculture Park features: sidewalks, gardens, parking lot, playground, stage, and more. (NOTE: this project was initially reviewed by MO State Parks and MO DNR. State Parks serves as a pass through for the federal money.)	\$400,000	na	na
14	US Fisheries and Wildlife	Design of stormwater/natural area, purchase of plants and signage.	PENDING	na	na

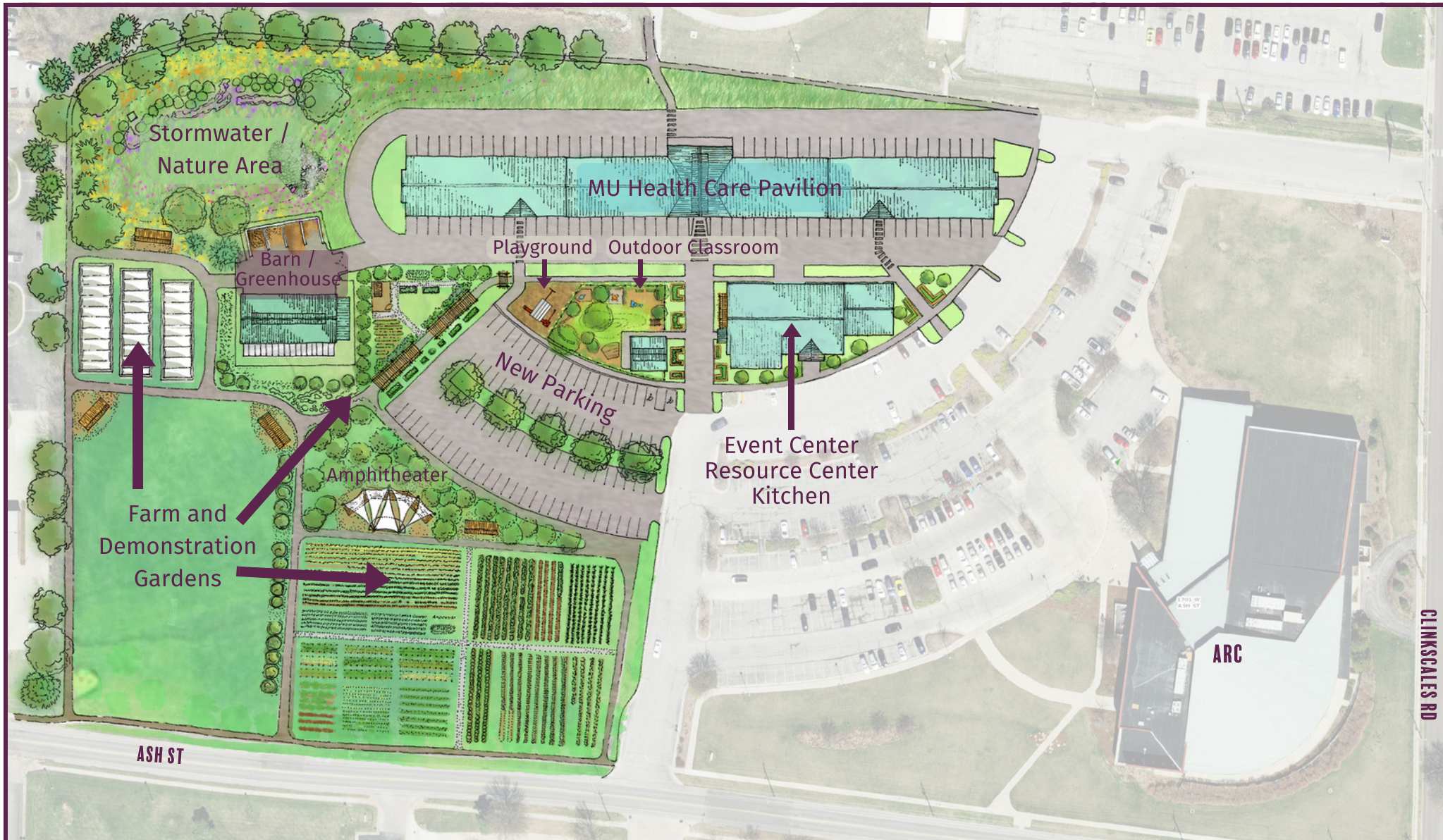
	University Partners				
15	MU Health Care	-Lead naming sponsor of the “MU Health Care Pavilion”	\$495,000 to Capital Campaign	-Exploring ways to coordinate patient care and using the Ag Park as a resource (i.e. nutrition consulting, food social work, long-range research, etc.)	PENDING
16	MU Extension	-In negotiations, possible support for kitchen and resource center.	PENDING	-Jointly support ‘Horticulture Specialist’ (PENDING) -Provide business development assistance to farmers and food entrepreneurs. -Collaboration with 4-H and other Extension programming	PENDING
	Private Partners				
17	Missouri Foundation For Health	-One quarter of the total project budget is used for capital	\$125,000 capital	-Program support for development of and CCUA’s transition to the new Agriculture Park.	\$575,000 over 4 years
18	Heart of Missouri United Way	na	na	-CCUA is certified and funded agency. Financial support for Opportunity Gardens and Farm to School programs. -SF&C is certified agency.	\$73,054 / yr
19	Fair Food Network	na	na	-Provides SNAP matching funds for all SNAP users at CFM.	\$15,000 / yr
20	Food Bank for Central and Northeast Missouri	na	na	- Distributes fresh food grown by CCUA to families living in poverty.	na

21	Columbia Housing Authority	na	na	-Partner with CCUA to deliver the "Opportunity Gardens", a home garden mentoring program, and maintain small fruit orchard for residents.	\$6,000 / yr
22	Corporate Donors	-See donor list (32 businesses)	\$995,400	Many of these businesses also donate to programming	na
23	Individual Donors	-See donor list (424 people)	\$1,028,000	Many of these individuals also donate to programming	na
24	Family Trusts	-See donor list (7 trusts)	\$600,000	Many of these Trusts also donate to programming	na



# AGRICULTURE PARK: MASTER PLAN

Clary-Shy Community Park



**BUILD**  
THIS TOWN

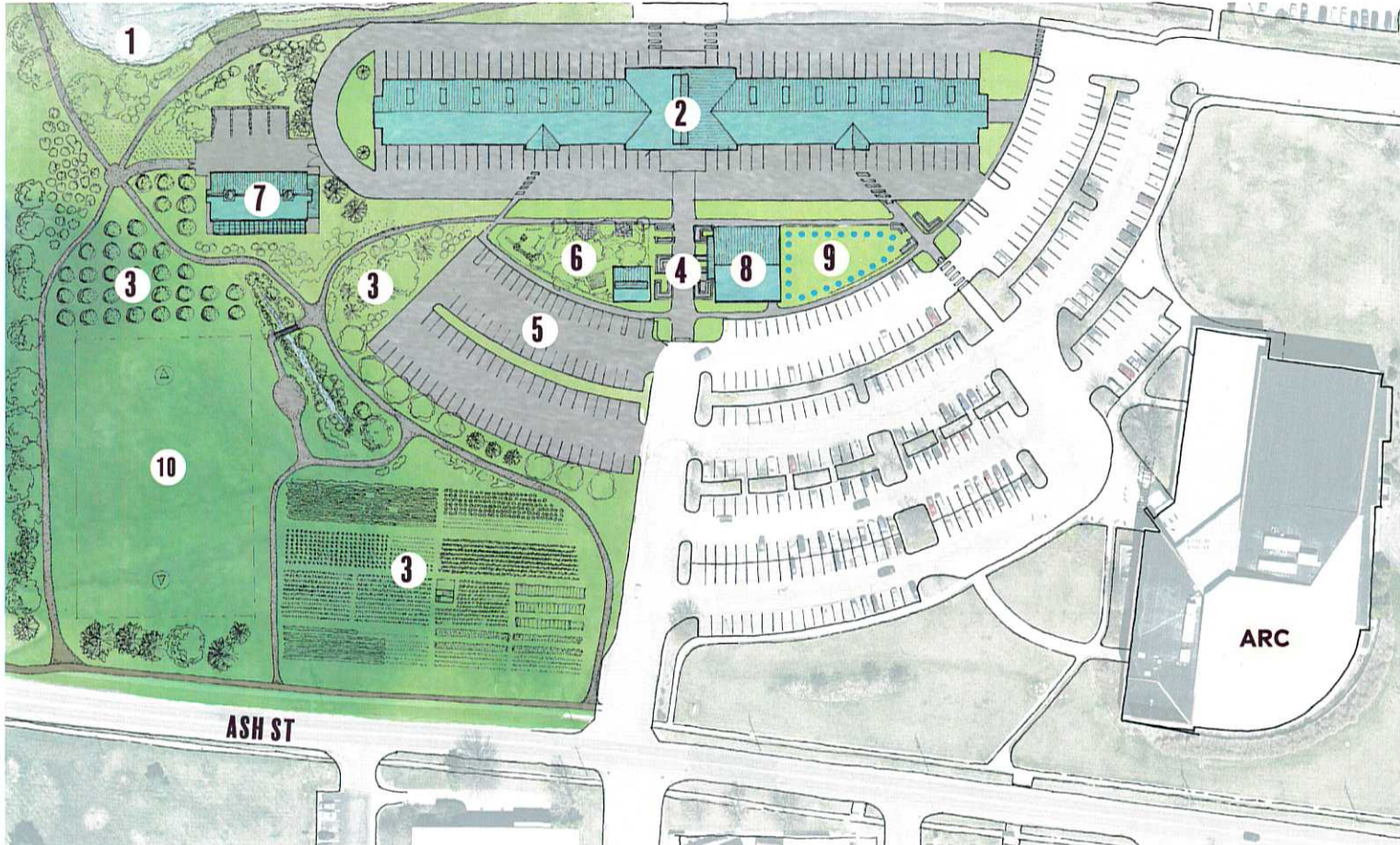
CAMPAIGN FOR THE  
AGRICULTURE PARK

[buildthistown.org](http://buildthistown.org)



# AGRICULTURE PARK: MASTER PLAN

Clary-Shy Community Park



**BUILD**  
THIS **TOWN**

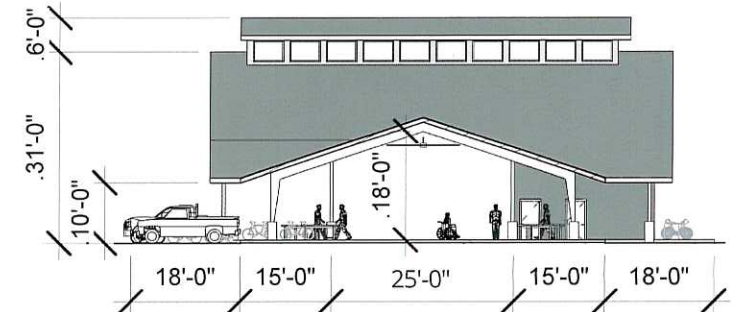
CAMPAIGN FOR THE  
AGRICULTURE PARK

[buildthistown.org](http://buildthistown.org)

## Park Features:

- |                            |                          |
|----------------------------|--------------------------|
| 1. Stormwater Management   | 6. Outdoor Classroom     |
| 2. MU Health Care Pavilion | 7. Barn / Greenhouse     |
| 3. Urban Farm              | 8. Multipurpose Building |
| 4. Plaza                   | 9. Office / Kitchen      |
| 5. Visitor Parking         | 10. Practice Field       |

## MU Health Care Pavilion:

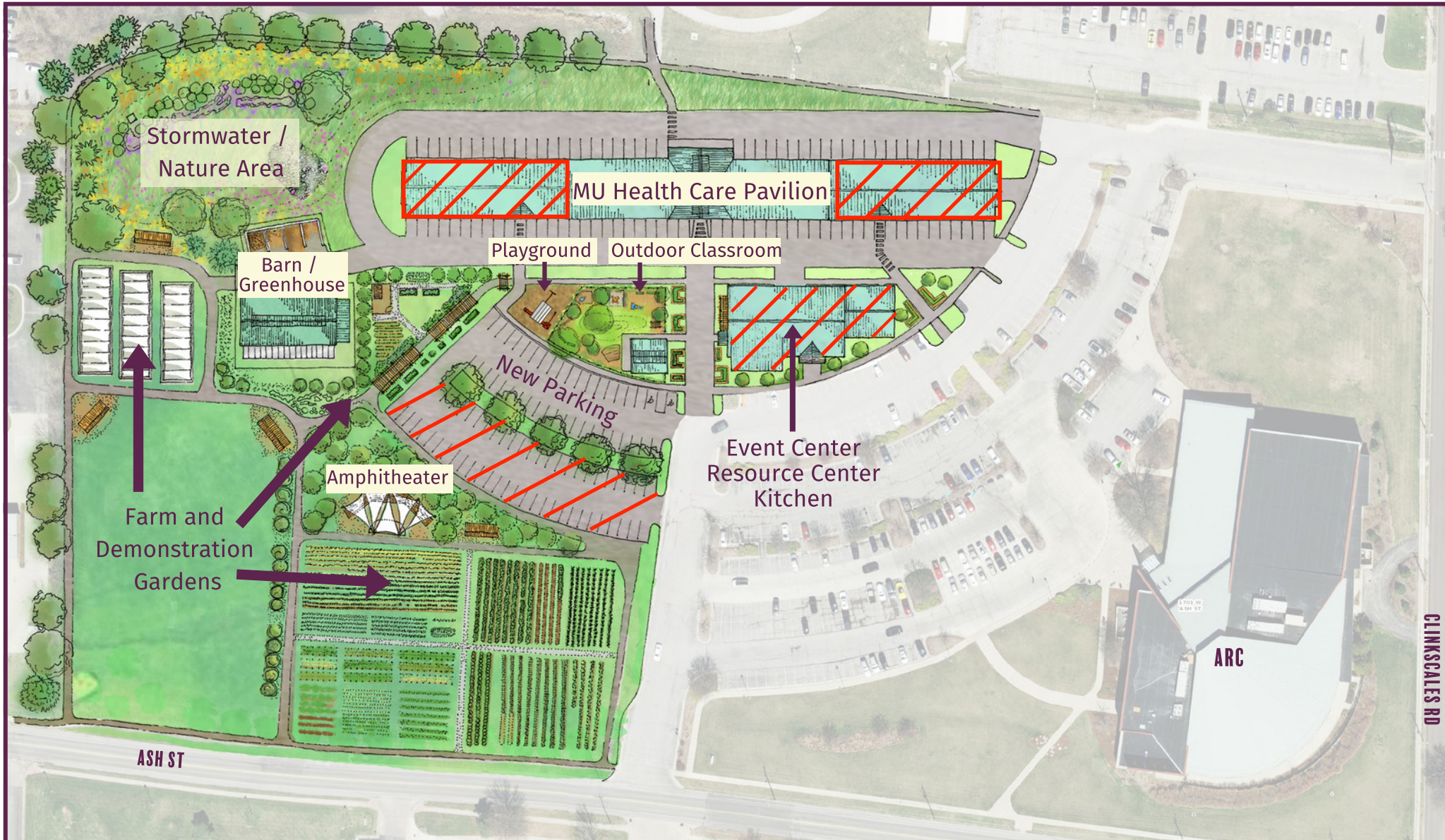




# AGRICULTURE PARK: PHASING MAP

Clary-Shy Community Park

April, 10, 2019



**BUILD**  
THIS TOWN

**CAMPAIGN FOR THE**  
**AGRICULTURE PARK**

We are seeking tax credit assistance with Phase 2 which is not yet funded. Phase 2 construction will occur 2020-2021. All un-highlighted portions of the map are a part of Phase 1, which is currently under construction. Phase 1 of this two-phase project has been fully funded.

 = **Phase 2**

**Missouri Development Finance Board  
Supporting Attachment  
Proposal from Columbia, MO  
Columbia's Agriculture Park**

**Date:** 3-29-19

**Total Estimated Project Budget/Cost:** \$ 8,091,545

**Total Amount of Proposed Contribution:** \$ 4,000,000

**Total Tax Credit Amount (50% of Contribution):** \$ 2,000,000

**Name:** City of Columbia

**Address:** 701 E. Broadway

**City:** Columbia

**County:** Boone

**Zip:** 65201

**Contact:** John Glascock

**Phone:** 573-874-6338

**Title:** Interim City Manager

**Fax:** 573-442-8828

**Email:** John.Glascock@como.gov

## **B. The Project**

### **1. Project Description**

**What is the expected date of commencement of construction of the Project?**

**Date:**

Phase 1 Construction began July 2018

Phase 2 Construction is expected to begin late 2019 or early 2020

**What is the date the Project is expected to commence operations?**

**Date:**

Phase 1 of the project is slated to open in Spring 2019

Phase 2 of the project is estimated to open Spring 2021

## **B. The Project**

### **2. Project Costs and Ongoing Sustainability:**

**On the following table, state the costs reasonably necessary for the acquisition of the site and/or construction of the proposed Project together with any machinery and equipment in connection therewith, including any utilities hook-up, access roads, or appurtenant structures. Additionally, on a separate attachment explain how the project will be financially self-sustainable on an ongoing basis. Attach an annual income and expense Proforma for the project demonstrating sustainability.**

Proforma projections from the City of Columbia Parks & Recreation for the operation and maintenance of the facility are included in the attachments.

CCUA's proforma of on-site programming activities is included in the attachments.

Also included in the attachments is a feasibility study on the kitchen space within the "Event, Kitchen, Resource Center" that was completed in 2017. This study includes proforma projections for the operation of this kitchen facility. Funding for this report was secured by a USDA Local Food Promotion Project, Planning Grant.

NOTES on the budget table on Page 4 of 9:

The column entitled "Non-Contribution Amount" includes all of the donations made as of 3-28-19, and represents the entirety of Phase 1 of the project. The first phase of the project is currently underway with the scheduled opening of the Agriculture Park coming Spring 2019. There are more details about the phasing of the project in the attached map and elsewhere in the proposal that show the extent and scope of this phase. Also note, items included in the "Accounting, Legal, Miscellaneous" line item in the "Non-Contribution Amount" column include: staff time to operate the fundraising campaign and marketing costs (i.e. website, printing, advertising) to support the fundraising/promotion campaign for the project.

The column entitled "Cost Financed with Contribution Proceeds" are the items in the second and final phase of the project. The table below provides cost estimates on items within Phase 2 that are sub-divided into two parts.

**Cost estimates for Phase 2, subdivided into two parts:**

**Part 1**

East & West Pavilion Expansion:	\$1,631,000
Event, Kitchen, Resource Center:	\$100,000
<b><u>TOTAL Part 1</u></b>	<b>\$1,731,000</b>

**Part 2**

Event, Kitchen, Resource Center:	\$2,169,000
Second Cell of Customer Parking:	\$100,000
<b><u>TOTAL Part 2</u></b>	<b>\$2,269,000</b>

**GRAND TOTAL OF PHASE 2 (Part 1 and 2):**      **\$4,000,000**

*More details of Phase 2, Part 1:*

The East & West Pavilion Expansion is a critical mass of work that is "shovel ready". It has already been permitted and bid, and construction on this could begin as soon as late 2019.

There are Architecture/Engineering expenses for the "Event, Kitchen, and Resource Center" needed before the project can move forward to permitting and bidding. These expenses are included in Phase 2, Part 1 as it is a timely step to keep progress moving forward. The design process is currently about 65% complete, and the last step (Construction Documentation) is needed before it can be permitted and sent out to bid.



**Source of Funds:**

**State amount and sources of financing for all of the Project costs listed above.**

**\*\*\*AS OF 3-28-19\*\*\***

<b>Sources</b>	<b>Amount</b>
Contribution Proceeds	\$ 4,000,000
Applicant's Funds (Describe Sources)	\$ 475,000
Federal Funds (Describe Sources)	\$ 429,000
State Funds (Describe Sources)	\$ 7,500
Private Funds (non-Contributions)	\$ 3,134,045
Other (Describe Sources)	\$ 46,000
<b>TOTAL</b>	<b>\$ 8,091,545</b>

**Provide a detailed description for all State, Federal, Private or Other funding sources listed above. Include agency and program name, respective amounts if more than one source is involved on the same line, and a copy of the funding commitment or approval setting forth the terms of funding. If approval has not been received, provide an explanation of where the application or request is in the review process, and the expected date of approval. The ability to demonstrate a high level of certainty in obtaining all funding identified to complete the project as presented is a factor the Board considers.**

State Funding: \$7,500 Missouri Department of Agriculture: Urban and Non-Traditional Grant Program  
(Note: PENDING \$20,000 from Missouri Department of Conservation)

Federal Funding: \$429,000  
=\$400,000 Land and Water Conservation Fund (Department of Interior with Missouri Department of Natural Resources pass through).  
=\$29,000 USDA Local Food Promotion Project (Planning Grant)

Private donors \$4,000,000 (Contribution Proceeds not yet secured)

\$3,134,044.81 (Raised as of 3-28-19)  
=from: \$ 1,114,570.34 Individuals  
\$ 1,041,606.97 Businesses  
\$ 600,500 Family and Private Trusts  
\$ 377,367.50 Private Grantors

A list of all donors organized by donation ranges can be seen at <https://buildthistown.org/campaign-donors> and in attachments.

City Funding:               \$475,000  
                                   = \$400,000     Parks & Rec Sales Tax.  
                                   =\$75,000       Convention & Visitors Bureau  
                                   =\* In-kind labor (not included in monetary figures)

County Funding:         \$46,000  
                                   = \$46,000       Boone County Health Fund

Total:                       \$8,091,544.81

\*NOTE: The City of Columbia has also contributed and pledged to contribute via in-kind labor. Tasks include construction administration, landscape design/install as well as construction of multiple smaller structures and park features throughout the park. The value of this time is NOT included in the monetary figures listed in the "Sources of Funds" section.

## **B. The Project**

### **3. Certified Minority (MBE) and Women-Owned Business Enterprise (WBE) Participation**

The Board encourages the involvement of minority and women-owned businesses as certified by either the Missouri Office of Administration (OA) for state agency applications, or the municipality submitting the application for local projects. If the application is from a local government, please attach a copy of the Applicant's MBE/WBE Policy and Procedures pertaining to this subject, or the link to the local government's website where this information can be obtained. If the Applicant has policies and procedures in place, adherence to these policies and procedures will be a stipulation of the use of Contributions. If policies are not in place, please denote same and note that you will be required to contact OA to develop a plan to address this matter.

The Office of Administration list of certified businesses by region can be found at <http://oeo.mo.gov/> for those communities that do not maintain their own certification Program.

**Please estimate the number of each type business the Applicant and/or Principal User expects to utilize in the construction and equipping of the Project.**

	No. of Firms	Amount
Minority Business Enterprise (MBE)	___0___	___0___
Women Business Enterprise (WBE)	___0___	___0___

NOTE: The City of Columbia uses the "Disadvantaged Business Enterprise Program" as its standard policy for all bidding and negotiations. The scope of work bid out in phase1 of this project received 8 competitive bids. The lowest and winning bidder was not at MBE or WBE,

and was significantly lower than the next lowest bidder (also not a MBE or WBE). More information about the “Disadvantaged Business Enterprise Program” can be here:  
<https://www.como.gov/finance/wp-content/uploads/sites/21/2015/11/CITY-OF-COLUMBIA-DBE-PROGRAM-Updated-April-2014.pdf>

## **C. FINANCIAL INFORMATION**

### **1. Financial Statements:**

**Attach audited financial statements for at least the last three (3) fiscal years, including the most recent interim statement (not more than 90 days old).**

**City of Columbia:**

**FY 2016 CAFR**

<https://www.como.gov/finance/wp-content/uploads/sites/21/2017/02/FY-2016-Comprehensive-Annual-Financial-Report.pdf>

**FY 2017 CAFR**

<https://www.como.gov/finance/wp-content/uploads/sites/21/2018/02/City-of-Columbia-MO-CAFR-FY2017.pdf>

**FY 2018 CAFR**

<https://www.como.gov/finance/wp-content/uploads/sites/21/2019/02/FY-2018-CAFR.pdf>

The next interim statement will be available at the end of April (for FY 2019 six months). The City only does interim statements at six months and nine months. So the most recent statement would be the EOY FY 2018, which is the 2018 CAFR.

## **D. Project Revenues**

Cost Benefit Analysis - Waived

## **F. Use of the Project**

See Exhibit B below

## **EXHIBIT A**

### **PROJECT NARRATIVES**

**Please address each of the following statements. (Provide separate attachments as necessary.)**

- 1. Provide a description of the project, including land, buildings, improvements, machinery and equipment to be acquired or constructed, and the principal use of the facilities once complete.**

Project: (Executive Summary)

Columbia's Agriculture Park is a public-private partnership being developed as a regional destination to connect Missourians to local agriculture. Columbia Parks and Recreation, the owner of the site, is working with three non-profits, Columbia Center for Urban Agriculture (CCUA), Columbia Farmers Market (CFM), and Sustainable Farms and Communities (SF&C), to construct and operate the facility on 10-acres of an under-utilized city park in West Central Columbia. Agreements between the partners are included in the attachments. The partners are seeking tax credits from Missouri Development Finance Board to construct the final phase of infrastructure at this site. Columbia's Agriculture Park will include:

- A four-season producer-only Farmers Market serving 98 vendors from a 50-mile radius of Columbia and 2,000-4,000 customers weekly.
- 3 acres of farm and garden demonstrations which will produce 50,000 pounds of fresh food annually, all of which is donated to local food pantries.
- A one-room school house/outdoor classroom with facilitated educational experiences to connect learners to healthy eating, agriculture, and the land.
- Outdoor learning spaces.
- A walking/running trail connecting to the city's Activity and Recreation Center.
- A central plaza serving as a gathering place for our whole community.
- An Event, Kitchen, and Resource Center providing educational and entrepreneurial space.

Over \$4 million has been raised to date and Phase 1 construction will be completed in 2019. This proposal requests funds for the project's second and final phase. Phase 2 completes the Farmers Market pavilion and builds the Event, Kitchen, and Resource Center. MDFB tax credits will support Phase 2 construction.

When construction is complete, Columbia's Agriculture Park will be a destination for Mid-Missouri commerce, education, and tourism. The completed park is expected to host over 100,000 visitors every year. Money spent at the market will invigorate the small communities surrounding Columbia. The Urban Farm at the park, which will grow and donate 50,000 pounds of fresh produce annually for the Food Bank of Central and Northeast Missouri, will also provide beginning farmers, gardeners, and students with a hands-on learning environment where they can hone their skills. Facilitated educational experiences for Columbia's youth will connect agriculture to math, science, social studies, and health. Park visitors will have the opportunity to bring themselves closer to the food they eat; whether it is meeting a farmer at the market, learning how to grow food in a backyard or on a commercial scale, or participating in a hands-on lesson to increase understanding of the hard work and complex systems that bring us our food.

#### Land:

Clary-Shy Community Park is a 20-acre park in West Central Columbia that was acquired by the City of Columbia in 1992 with the vision of creating a beloved park with community center. Prior to the City's ownership, this site was home to the Boone County Fairgrounds from 1947 to 1991. Columbia Farmers Market has operated on this site since 1980 in a parking lot under pop-up tents. The ARC opened in 2001, and currently occupies about half of the total site. The other half of Clary-Shy Park is now the site of Columbia's Agriculture Park. This in-fill project builds on the success of the ARC and it complements this existing investment.

#### Buildings and Improvements:

Phase 1 of this project is funded and will be completed by the end of 2019. The park opens in Spring 2019. The scope of Phase 1 construction includes: earthwork, utility upgrades, storm water upgrades, concrete for the MU Health Care Pavilion, the middle portion of the MU Health Care Pavilion structure, a paved trail network through the park, barn, greenhouse, one-room schoolhouse, nature play area, playground, pedestrian plaza, and 3+ acres of demonstration and production gardens.

The forthcoming Phase 2 (the focus of this request) of development includes: completion of the MU Health Care Pavilion and construction of the 10,000 square foot Event, Kitchen & Resource Center.



- The Pavilion completion will add two wings (each ~11,000 square feet) to the covered space. Once complete, the pavilion will hold 98 farmer-vendors under one roof and will serve over 100,000 customers annually.
- The Event, Kitchen and Resource Center is a ~10,000 square foot all-season building that will significantly increase the functionality of the site. This building includes:
  - Fully air conditioned and heated, rentable space for 175 people which can host workshops, conferences, trainings, weddings, and more.
  - Commercial teaching kitchen to support cooking, nutrition, and entrepreneurial programs.
  - Collaborative space with educational materials, offices, and community meeting rooms.
    - i. The teaching kitchen, collaborative teaching space and office space will be programmed and utilized by all the project partners: Columbia Center for Urban Agriculture, Columbia Farmers Market, Sustainable Farms & Communities, Columbia Parks & Rec, as well as by other educational partners: MU Extension, Boone County Extension, MU Health Care, Columbia Public Schools, Daniel Boone Regional Library, Boone County/Columbia Health Department, and many others. Community Meeting rooms will be used by the partners listed here and available for reservation by community members/groups.

#### Machinery & Equipment:

A tractor and implements have already been purchased with non-MDFB funds to maintain the park's farm and garden demonstrations.

In Phase 2, when the Event, Kitchen and Resource Center is built, it will include expenses for commercial food preparation equipment to facilitate cooking, food entrepreneurship, and group learning experiences. During Phase 2 construction, a heating system will be added to the MU Health Care Pavilion for use during the winter Farmers Market. MDFB tax credits are proposed to support these Phase 2 equipment expenses.

#### Principal Use:

This site will operate as a City Park; however it will host a unique suite of activities and programs which will be operated by the private partners, Columbia Center for Urban Agriculture

and Columbia Farmers Market. Additionally, other events/activities will be coordinated by Parks & Recreation. The MU Health Care Pavilion and Event Center will be rented to groups for events, conferences, trade shows, weddings, and other events. The MU Health Care Pavilion is a unique structure. The farmers' market configuration where vehicles back up to a booth will attract regional events such as car shows, antique markets, and trade shows.

Columbia Farmers Market will operate at the park year-round on Saturday mornings and several weekday afternoons. Over the last decade advances in technology to improve winter growing have created a market environment where customers can purchase locally-grown produce, meat, cheese, and baked goods every week of the year. Columbia Farmers Market has been operating a winter market indoors at a local shopping mall since 2010. In spring, summer, and fall the market will operate three days per week under the new shelter. Previously at this outdoor market, adverse weather would negatively impact sales; the pavilion will protect farmers' sales by keeping customers comfortable. The pavilion itself will bring more visibility to the market. People driving by the park will constantly be reminded of the market's presence. As the market and customer base grows, there is the opportunity for daily market hours.

The market is a rural-urban interface that not only brings people together but provides an economic engine to support rural farming communities in mid-Missouri.

Columbia Center for Urban Agriculture will build and maintain interpretive gardening demonstrations throughout the park. Through CCUA's "Planting for the Pantry" program, food grown on site will be donated to the Food Bank of Central and Northeast Missouri. It is estimated that the site has a production capacity of 50,000 pounds of produce annually. CCUA's existing educational programs will be expanded at the park. Workshops, field trips, and numerous hands-on learning opportunities will be provided at the site. The new site will allow CCUA to offer new programs such as a Resource Center where the public can access information and borrow tools. A new Commercial/Teaching Kitchen will support food entrepreneurs and host cooking classes. The park will also serve as CCUA's base of operations for outreach in the community through its Opportunity Gardens, Garden Pro, and Farm-to-School Programs. Volunteer, internship, and service-learning activities will occur at the site six days a week.

Columbia Center for Urban Agriculture, Columbia Farmers Market, and University of Missouri Extension have applied for funds from the Missouri Department of Agriculture's Specialty Crop Block Grant to hire an Ag Businesses Educator to work onsite, building the business skills of farmers and prospective farmers.

## **2. Describe the public policy objective(s) that will be supported by the Project.**

### Rural economic development:

Columbia Farmers Market provides an outlet for farmers to sell their goods at competitive prices, network with fellow growers, and build friendships. The revenue and business connections made in the larger Columbia community help to circulate dollars through the region and builds a stronger network of business and social capital. Sales at the Market send dollars from city customers to the rural areas surrounding Columbia reversing the typical rural to city cash flow. It's estimated that less than 1% of money spent on food in Boone County is direct-marketed from local farmers (US Census of Agriculture). If spending on local food was increased by just 1%, an additional \$7,400,000 would stay in mid-Missouri (USDA, US Census, MERIC).

### Educational programs:

46% of Columbia Public Schools students receive free or reduced lunch, an indicator of poverty and food insecurity. In Columbia, the students receiving free or reduced lunch score lower on standardized tests, and attend school less often (Boone Indicators, 2017). Research shows that children with less nutritious diets score lower on standardized literacy assessments, experience more school absences, and have a lower general health status (Florence et al., 2008) (Brown et al., 2008) (Casey, 2005).

Columbia's Agriculture Park will address these health and education-related disparities that exist in Columbia. Field trips, summer camps and after school learning/enrichment activities for K-12 students will provide engaging, hands-on, curriculum-tied programs to schools in high-poverty neighborhoods. The current relationships that CUA, CFM and Parks & Recreation have with both public and private schools will be enhanced at this new site. This facility and the partners are responding to Columbia Public Schools' commitment and investment in place-based learning, the concept of using the local community as the context for learning.

Continuing education for adults will be a central part of Columbia's Agriculture Park. The practical skills of growing food, cooking healthy meals, and teaching others will be made available to thousands of adults each year. All of these items tie to improvement in both physical and mental health through proactive measures.

#### Healthy Lifestyles:

According to the Missouri Department of Health and Senior Services, 86% of Boone County Residents do not eat the recommended five servings of fruits and vegetables daily, and over half of residents are overweight or obese.

Creating healthy communities requires a multi-pronged strategy that will be sustained for generations. Investments at Columbia's Agriculture Park complement investments at the adjacent Activities and Recreation Center. Emphasizing growing, cooking and eating complement the ARC's emphasis on physical activity. Strategic partners from the health professions have joined this effort, such as MU Health Care, Columbia/Boone County Department of Health and Human Services, Boone County Children's Service Fund, and Family Health Center. These partners are developing novel (and fun) ways to provide more options for preventative health promotion activities.

#### Neighborhood Revitalization:

The West Central Columbia Neighborhood includes Clary-Shy Park. This neighborhood has incomes and education levels that are lower than the city as a whole. The neighborhood has a higher proportion of minority residents than the city as a whole. There is a high concentration of low-income apartments and Section 8 housing immediately adjacent to the park.

In the most recent "West Central Columbia Neighborhood Plan", Priority 3 recommends *"Establish an off-street greenway path to connect the ARC/Farmers Market, Shelter Gardens and West Middle School properties."* This is referring to the location of Columbia's Agriculture Park. By redeveloping this site with walking paths, benches, restrooms, and interesting demonstrations, a greenway will be created linking the adjacent properties. Priority 3 also makes the recommendation to *"Explore opportunities to add and improve parks, greenspace, and community gardens in the neighborhood."* The Park's complete lack of outdoor amenities makes it a prime location for the type of improvements outlined in this priority. Priority 4 in the action plan makes the recommendation to *"Establish new gathering places, pocket parks, pavilions, and art installations."* Columbia Farmers Market, has operated from this site since

1980 and is one of the defining features of the West Central Neighborhood. A pavilion at Columbia's Agriculture Park won't only serve the needs of this vibrant farmers' market, it will provide the neighborhood with a much-needed place to gather. These improvements to the built environment will facilitate improved neighborhood social cohesion and provide positive ripple effects for many socially determined health and equity factors.

#### Access to Healthy Foods:

SNAP benefits (i.e. food stamps) are accepted at Columbia Farmers Market. Furthermore, Columbia Farmers Market and its partner, Sustainable Farms and Communities, offers a matching program that doubles the value of SNAP benefits up to \$50 per week. SNAP dollars (federal) and match dollars (county) increase the accessibility of healthy food for families living with low to moderate income, and help circulate these dollars into the farming communities throughout mid-Missouri. The park improvements will drive more traffic to the park and increase sales by customers who use SNAP.

Families who learn gardening skills at the park will be empowered to grow their own healthy foods. Often families with limited food budgets purchase calorie-dense foods and forgo nutrient-dense foods, like fruits and vegetables. Gardening creates a situation of abundance, and is an accessible activity for most any income level. Nutrition education and cooking classes in the Event, Kitchen, and Resource Center will help families develop cooking skills, encouraging them to purchase and grow more locally-grown products.

### **3. Describe and quantify the project's primary beneficiaries or targeted audience/clientele served.**

#### Farmers in 50-mile radius of Columbia MO:

CFM is a 'producer only' market, meaning that vendors must grow the food themselves in order to sell at this market. This provides a level of integrity to the shopping experience for both the customers and vendors and ensures that dollars spent in this market circulate into Mid-Missouri. The market is a business incubator. It allows farmers to test their products and build customer relationships as they grow their businesses. An excellent example of this is the Stanton Brothers. Two young entrepreneurs sold their first half-dozen eggs at Columbia Farmers Market. Today they operate the largest free-range egg operation in the United States, with marketing outlets far beyond the farmers market.

Shoppers in Mid-Missouri, especially Columbia:

There is a growing interest in knowing more about how and where one's food is grown. The relationships created at the farmers market further enrich the experience for the shoppers in addition to their gaining access quality local foods. These relationships reinforce the positive relationship between consumers and healthy food.

Youth through hands-on education:

The urbanization of our society over the last few generations has reduced the amount of outdoor time that kids experience. Urban Agriculture helps re-connect young people to the land and can spark a lifelong interest or future career in growing food. The park's programs will complement lessons taught in the classroom.

Low-moderate income clientele:

Low-income families will benefit from the SNAP matching programs previously mentioned. In recent years, an average of \$75,000 in SNAP and SNAP matching dollars is spent at the Columbia Farmers Market every year. Through "Planting for the Pantry" donations, all of the food grown at Columbia's Agriculture Park will be distributed to hunger relief channels in the local community. Additionally, each week vendors donate some of their surplus to the Food Bank, last year those donations totaled 17,000 pounds. An estimated 10,000 families in Columbia get food/nutritional support from the "Central Pantry" monthly to help meet their basic needs. Ensuring that these families have access to nutrient-dense foods will encourage healthy living and support their quality of life.

**4. Explain the economic impact this project will have on the State of Missouri and the community in which it is located.**

Columbia's Agriculture Park promotes economic growth in rural Missouri, creating opportunities for specialty crops and direct-marketed commodities in the agricultural sector. The Federal Reserve Bank of St. Louis released a report in 2017 that looked at investments in regional food systems. The report notes, "The ability of urban consumers to purchase food, feed, fiber, energy and tourism/recreational opportunities from rural areas is a crucial factor in the development of rural areas, reflecting the global trend toward market-led strategies. In this view, government investment in production, distribution and market infrastructure can be seen as a mechanism to

compensate for the market imperfections that are at the root of regional disparities.” (Federal Reserve, 2017).

It is estimated that food purchases in Boone County, Missouri surpass \$740 million every year (USDA). It is currently estimated that less than 1% of that food was purchased from mid-Missouri Farms (USDA Census of Agriculture). If Boone County could increase local food purchases by 1%, that would equal \$7.4 million every year that would stay in mid-Missouri. Missouri’s climate is suitable to a wide variety of agricultural crops and many of the products are imported from out of the state or out of the country. “Import substitution is one of the earliest tenets of economic development: the idea that by protecting certain industries (e.g., agriculture), the sector can develop workers’ skills and experience, as well as expand productivity. In the context of local food, regions can be seen as decreasing food and agricultural imports and replacing them with locally grown, processed and distributed products.” (Federal Reserve, 2017).

Increasing local food purchases will replace food imports into the state. This is supported by the Missouri Department of Agriculture’s “Missouri Grown” program. The program’s website says it best: “From pears to pork, hundreds of fresh and nutritious products are grown by the men and women of Missouri agriculture. When you pick Missouri Grown products, you show your state pride and support your neighbors — the farmers and business owners who make Missouri so great.” Missouri farmland that is converted to high-value specialty crops or direct-marketed commodities generates more income for the farmer, and keeps money circulating locally.

The Columbia Farmers Market is a business incubator. It allows farmers to test their products and build customer relationships as they grow their businesses. An excellent example of this is the Stanton Brothers. Two young entrepreneurs sold their first half-dozen eggs at Columbia Farmers Market. Today they operate one of the largest free-range egg operation in the United States, with marketing outlets far beyond the farmers market. Columbia’s Agriculture Park and the expansion of the Columbia Farmers Market will increase the number of consumers and producers buying and selling locally-grown products. “Local food markets, especially direct-to-consumer outlets such as farmers markets and community supported agriculture (CSA), also provide an affordable, low-risk and scale-appropriate point of entry for the growing number of new and transitioning farmers and entrepreneurs who are just beginning to launch their farm businesses. With the average age of the U.S. farmer now exceeding 58, the need to encourage

people to consider farming as a career choice (whether as a first career, second career or part-time career) has never been greater.” (Federal Reserve, 2017)

Columbia Convention and Visitors Bureau has invested in the project because of the park’s potential to attract out of town guests, and extend the length of stay for out-of-town visitors. Columbia has many wonderful attractions which bring people to our town: sports, conferences, festivals, and more. The Columbia Farmers Market, and Columbia’s Agriculture Park, in combination with these large attractions serve to extend the stay of visitors to our town. For example, last summer Columbia was one of many cities across the country prime for viewing the solar eclipse. The eclipse occurred on Monday, August 21, 2017. The Columbia Farmers Market surveyed customers on Saturday, August 19, 2017, to determine how far customers travelled to the market. Results showed that 35.7% of visitors came from out of town, with many from out of out of state or out of country. Many of these visitors came to Columbia to see Monday’s eclipse. These eclipse tourists were in Columbia on Saturday morning for a Monday afternoon event. This data reinforces our argument that the Columbia Farmers Market enhances and lengthens a visitor’s stay.

The park, as a venue, will host a unique suite of activities and programs which will be operated by the private partners, Columbia Center for Urban Agriculture and Columbia Farmers Market. The MU Health Care Pavilion is a functional structure conducive to a range of uses. The farmers’ market configuration where vehicles back up to a booth will attract regional events such as car shows, antique markets, and trade shows. The indoor space at the park’s Event, Kitchen, and Resource Center will be rented to groups for events, conferences, trade shows, weddings, and other events. Outdoor space at the park can be used for hands-on components of educational events.

The neighborhood adjacent to this park is a low-moderate income and the housing stock has redevelopment potential. Investment in home rehabilitation or new development will follow the park’s development.

## **5. Explain the non-economic benefits this project will have on the community and state.**

In today’s social environment, there is a disconnect between urban and rural America. The Columbia Farmers Market provides a place where rural and urban people can build friendships and better understand each other. Very few places in our state offer this type of interaction.



Connecting the city to the country, and increasing understanding of rural issues may be one of the most important benefits of this project.

This project meets identified community needs. The park improvements address infrastructure improvements identified in the West Central Columbia Neighborhood Plan. The park's programs will support health education in a community where over half of residents are overweight or obese. Educational achievement gaps identified by Columbia Public Schools are being addressed by partner organizations who will benefit from the park.

The completed park is expected to host over 100,000 visitors every year who will learn about food and agriculture. The park, will grow and donate 50,000 pounds of fresh produce annually for the Food Bank of Central and Northeast Missouri, will also provide beginning farmers, gardeners, and students with a hands-on learning environment where they can hone their skills. Facilitated educational experiences for Columbia's youth will connect agriculture to math, science, social studies, and health. Park visitors will have the opportunity to bring themselves closer to the food they eat; whether it is meeting a farmer at the market, learning how to grow food in a backyard or on a commercial scale, or participating in a hands-on lesson to increase understanding of the hard work and complex systems that bring us our food. These community benefits are explained in further detail in Exhibit B.

**6. Describe the local Governmental financial support for the project, both direct and indirect.**

City of Columbia owns Clary-Shy Park--the land where Columbia's Agriculture Park is located.

Parks and Recreation contributed \$400,000 from the dedicated Park sales tax. Columbia Convention and Visitors Bureau contributed \$75,000 from their Attraction Development Fund.

Columbia's Parks and Recreation department has contributed significant in-kind staff time to the project. In addition to all of the staff time that has gone into the visioning, planning, and fundraising aspects of the project, Parks and Recreation is overseeing construction administration of the general contractor currently working at the site. Parks and Recreation will serve as the general contractor for construction of the barn, greenhouse, one-room schoolhouse, playground, and sidewalks; these items are beyond the scope of our hired general

contractor. This contribution of staff time is not reflected in the project cost estimates listed elsewhere in the project.

City of Columbia is financing the project's cash flow from the city's Designated Loan Fund. Signed pledge cards are used to secure cash from the fund, the fund is paid back as donors make payments on their multi-year pledges. All payment due dates have been met.

**7. How did you determine the amount of local city/county cash or local non-profit cash to be dedicated to the project?**

In 2015, the renewal of Columbia's Park Sales Tax was passed with \$400,000 earmarked for Columbia's Agriculture Park. This contribution to the project seeded the capital campaign in its early phases. Parks and Recreation was able to win a grant of \$400,000 from the US Department of Interior to match the city's initial investment. In 2018, Columbia's Convention and Visitors Bureau awarded \$75,000 to the capital campaign based on the project's ability to enhance the city as a tourism destination. The remainder of the project has been fundraised for by private partners. The private partners have staff working to fundraise for the park's capital campaign.

**8. Describe the fundraising history of the organization and how they intend to be successful in raising funds for this project using tax credits.**

The project's non-profit partners bring many resources and talents to this city park. The project has raised over \$4.0 Million in 27 months, 77% of which has been privately fundraised, and 23% of which comes from City, County, State, and Federal sources. The fundraising success to date (without the use of tax credits) indicates future fundraising with tax credits will be successful.

The fundraising efforts to date have developed many strong partnership and donor prospects within the Mid-Missouri community. Many of these donors and prospective donors have indicated an interest in supporting the project with tax credits.

**9. Explain how this project will be financially self-sustainable upon completion.**

A lease agreement is in place with Columbia Center for Urban Agriculture to maintain gardens and provide educational programs. Columbia Farmers Market has a lease to operate the

farmers' market. Much of the funding to support the programs at the park will come from these partner organizations' existing budgets. New sources of funding have already been secured for program expansion at the park. To cover expenses related to general park maintenance, Columbia Parks and Recreation will use operational funds which come from the City of Columbia's General Fund and rental fees. Columbia's Agriculture Park's multipurpose building and market pavilion will generate rental revenue for the department. A dedicated Park Sales Tax can be used to make future capital improvements at Columbia's Agriculture Park.

CCUA has a diverse revenue stream that funds its day-to-day operations. Local grantors such as Heart of Missouri United Way and County of Boone, fund CCUA's ongoing programs. Numerous other gifts from individuals, family foundations, and local businesses make up CCUA's \$730,000 annual budget.

Columbia Farmers Market is funded by fees paid by its vendors. These fees fund rental fees paid to Parks and Recreation, the market's staff, and market promotion. As the market grows, it will generate more vendor fees, allowing CFM to scale up accordingly.

**EXHIBIT B**  
**PROJECT USER BENEFICIARY INFORMATION**

(Only to be completed when the Project will be used by or will benefit a non-profit or for-profit business or other private person.)

**Is the Project User or the Beneficiary a 501(c)(3) corporation? If so, provide Proof of Status as a not-for-profit organization.**

☒ Yes ☐ No

See ATTACH declaration

**2. Officers and Directors**

<b>Title</b>	<b>Name</b>	<b>Address of Residence</b>
President	Jenny Young	2245 Bluff Blvd, Columbia, MO 65201
Vice President	Leslie Meyer	105 S Edgewood Ave, Columbia MO 65203
Secretary	Lisa Guillory	300 S Glenwood Ave, Columbia MO 65203
Treasurer	Caroline Kobe	3405 Balboa Ln, Apt A, Columbia, MO 65203-3713
Directors	Robbie Price	111 E Brandon Rd, Columbia, MO 65203
	Jeff Chinn	504 Westmount Ave, Columbia Mo 65203
	Molly Froidl	11931 I-70 Drive, NE, Columbia, MO 65202
	Eleazar Gonzalez	5201 S. Cowan Rd, Columbia. MO. 65201
	Harriet Yelon	1309 Overhill Ct, Columbia MO 65203
	Jerry Schermer	4913 Royal Lytham Dr, Columbia MO 65203
	John Scott	116 W Burnam Rd, Columbia MO 65203
	Rachel Bacon	2703 E Walnut Rd, Columbia MO 65201

**6. Project User or the Beneficiary's Current Operations:**

**Briefly, describe the Project User's or the Beneficiary's operations, including description of existing products, facilities, services and in general, its method of operations, customers, clients and suppliers.**

The Private Partners:

There are three non-profit partners collaborating to develop and operate Columbia's Agriculture Park: Columbia Farmers Market, Sustainable Farms & Communities, and Columbia Center for Urban Agriculture. These three non-profits are jointly operating the private side of the capital campaign and leading the marketing efforts. These groups also operate programs/activities that will utilize Columbia's Agriculture Park once construction is complete.

Columbia Farmers Market operates a producer-only farmers market three times per week. Vendors come from within a 50-mile radius of Columbia, their producer-only status is verified by periodic farm inspections; resale of products is not allowed. In recent years, the market regularly sees 2,000 - 3,000 customers on a Saturday, these customer counts are expected to increase when the market begins operating at Columbia's Agriculture Park.

Sustainable Farms and Communities is the market's sister organization. This 501c3 organization operates a matching program which doubles the value of SNAP (food stamp) benefits at Columbia Farmers Market. The program gets more healthy, locally-produced food to struggling families, and puts more income in the pockets of local farmers.

In addition to maintaining multiple garden sites in Columbia, Columbia Center for Urban Agriculture operates educational programs to help youth and adults develop gardening/farming/cooking/nutrition skills. Programming will occur on site at Columbia's Agriculture Park as well as many off-site location such as their current Urban Farm (in its 10th season of production), local schools, community gardens, partner agencies, and at the homes of low-income families throughout the city. CCUA's operations will be explained in detail below.

Of the private partners, Columbia Center for Urban Agriculture will be the primary user of Columbia's Agriculture Park. CCUA is a 501c3 not-for-profit organization founded in 2009. Currently, CCUA employs 13 full-time staff members. CCUA partners with AmeriCorps to bring four full-time staff to their team. In 2018, the organization worked with over 700 volunteers.

Vision Statement:

CCUA envisions a community transformed by good food for all with the skills to grow it.

Mission Statement:

CCUA works to enhance our community's health by connecting people to agriculture and the land through hands-on learning opportunities from seed to plate.

#### Planting for the Pantry:

CCUA has operated the Urban Farm--its current headquarters-- since 2010. The Urban Farm is a 1.3-acre educational and production site in North Central Columbia. All food grown at the Urban Farm is donated to the Food Bank for Central and Northeast Missouri, a key partner. CCUA's donation is a primary source of fresh produce for food-insecure families in our community. CCUA's staff works with interns, service-learners, and volunteers to maintain the site and keep it productive. Many of these interns are beginning to explore careers in agriculture and this is their first hands-on experience in the field. This site produces around 17,000 pounds of fresh food for families in need annually. In 2020, Planting for the Pantry food production will move to Columbia's Agriculture Park, and the Urban Farm will transition into a veterans training farm.

#### PLANTS Program:

PLANTS teaches children about food, nutrition, the science of agriculture, conservation, and outdoor activity. Lessons teach about healthy eating and to combat the growing health consequences of childhood obesity. Groups of children get the opportunity to interact with food and agriculture. These hands-on experiences occur at CCUA's Urban Farm, at local schools, and at sites across the community. In 2018 over 14,000 students participated in the PLANTS program. For school groups, the lessons are tied to classroom learning objectives. Kids learn to identify the plant part (seeds, roots, etc.) of common vegetables and their nutritional importance. They then harvest produce from the farm and prepare a snack with their harvest. Lessons thus include science, outdoor activities, and nutrition. Program assessments show that participants are then more likely to choose fresh produce from the school salad bar or ask their parents for fresh vegetables. Other program partners include: Boys and Girls Club, Fun City Youth Academy, Adventure Club, Moving Ahead, and Nora Stewart Early Learning Center.

#### Opportunity Gardens:

Since 2011, the purpose of the Opportunity Garden program has been to help low-income families grow their own fresh, healthy food. Participants receive - free of charge - the resources to create their own garden at home. CCUA staff helps program participants install the garden and makes regular supply delivery and mentoring visits to gardeners over a three-year period.

The gardens become a healthy family, and even neighborhood, activity. Staff also works with families to incorporate fresh produce into their regular diet, emphasizing ideas that make fresh vegetables attractive to children. The program assists 100 families annually, bringing on new gardeners every spring, and graduating third-year gardeners in the fall. At the end of the program, participants graduate as confident self-sufficient home gardeners. Many graduates have shown an interest in commercial production, Columbia's Agriculture Park will support these entrepreneurs.

#### Garden Pro:

CCUA's for-hire garden maintenance and mentoring program is available to businesses and families that need assistance in their gardens. Services range from garden installation, fruit tree planting, backyard mentoring, and maintenance packages for businesses/institutions. This program is flexible and this fee-for-service program becomes an alternate source of income to CCUA. Garden Pro staff are responsible for garden maintenance at number of sites in Columbia: Kilgore's Community Garden, Lucky's Crates to Plates Garden, Patriot Place's Green Acre, Columbia Housing Authority's Downtown Fruit Orchard, hydroponic tower gardens at Stephens College, an outdoor garden and indoor hydroponic tower garden at Columbia Independent School, and outdoor gardens at eight public elementary schools.

#### Public Events:

CCUA engages the public in a number of community settings. Three times per week, CCUA provides children's activities at Columbia Farmers Market. New in 2019, CCUA is offering a free gardening workshop once per week at Columbia's Agriculture Park. This year CCUA is hosting the 10th Annual Harvest Hootenanny which provides a locally-grown meal and entertainment to over 1,000 attendees at CCUA's Urban Farm. Empty Bowls is organized every spring, the event provides a free meal of soup and bread, while raising hunger awareness, and engaging the local arts community who makes decorative bowls.

### **7. Financial Statements and Ongoing Sustainability:**

**Attach audited financial statements for at least the last three (3) fiscal years, if available, including the most recent interim statement (not more than 90 days old). If audited financial statements are not available, please explain why and submit reviewed,**

**compilation or other type statements. Additionally, on a separate attachment explain how the project will be financially self-sustainable on an ongoing basis. Attach an annual income and expense Proforma for the project demonstrating sustainability.**

Attached are audits for 2017 and 2016, an accountant's "financial review" of 2015 finances, unaudited financial statements for 2018, and unaudited interim financial statements for 2019 through the end of February. An audit is not yet available for CCUA's 2018 finances. In 2015, none of CCUA's funders required a full audit, as the organization's expenses were below \$500,000, so only a review was completed in this year.

This project's sustainability builds on the foundation of programming and fundraising that CCUA has built in Columbia since 2009. CCUA's current Urban Farm has funded its operations through the "Planting for the Pantry" Program, where individuals sponsor rows of produce, which CCUA in turn donates to the food pantry. This model is scalable and will be used at Columbia's Agriculture Park to generate more income to manage the larger space. Over 500 donors have given to Columbia's Agriculture Park's Capital Campaign, the majority of these donors have never given to CCUA. These individuals will be targeted for Planting for the Pantry's annual fundraising campaign. CCUA's educational programs are supported by a number of granting agencies. Missouri Foundation for Health, County of Boone, Heart of Missouri United Way and J.R. Albert Foundation are some of CCUA's largest donors. Educational programs are also offered on a fee-for-service basis to groups not eligible to receive grant assistance. As relationships are maintained with these organizations, programming which is currently taking place at the Urban Farm will transition to Columbia's Agriculture Park and expand as new funding relationships are developed. CCUA earns income through fee-for-service gardening and educational programs. In 2019, CCUA's income will be just over \$730,000, this income is separate from the capital campaign donations for Columbia's Agriculture Park.



### Sources:

Source			USDA ERS:		US Census:		MERIC:
<b>Formula</b>	Boone County Food Purchases	=	USA Annual Per Capita Food Expenses	X	Boone County Population	X	Columbia, MO Cost of Living As a Percent of National Average
<b>Calculation</b>	Boone County Food Purchases	=	\$4,576	X	174,974 People	X	92.5%
<b>Total</b>	Boone County Food Purchases	=	\$740,629,947				

Boone Indicators Dashboard (2017). Populations: Children, Youth, and Families. Retrieved from <http://booneindicators.org>

Brown, J. L., Beardslee, W. H., & Prothrow-Stith, D. (2008, November 17). Impact of School Breakfast on Children's Health and Learning: An Analysis of the Scientific Research (Rep.).

Casey P.H., Szeto K.L., Robbins J.M., Stuff J.E., Connell C., Gossett J.M., Simpson P.M. (2005). Child Health-Related Quality of Life and Household Food Security. Arch Pediatr Adolesc Med. 159(1): 51-56. Doi:10. 1001/archpedi. 159.1.51

City of Columbia (2015) West Central Columbia Neighborhood Action Plan. <https://www.como.gov/community-development/wp-content/uploads/sites/14/2015/09/West-Central-ADOPTED-FINAL-low-res.pdf>

Florence, M. D., Asbridge, M., & Veugelers, P. J. (2008). Diet Quality and Academic Performance. Journal of School Health, 78(4), 209-215.  
Retrieved [http://us.stop-hunger.org/files/live/sites/stophunger-us/files/HungerPdf/Impact%20of%20School%20Breakfast%20Study\\_tcm150-212606.pdf](http://us.stop-hunger.org/files/live/sites/stophunger-us/files/HungerPdf/Impact%20of%20School%20Breakfast%20Study_tcm150-212606.pdf)

Missouri Department of Health and Senior Services. (2011). "Missouri County-Level Study". Retrieved from <http://health.mo.gov/data/CommunityDataProfiles/>

Missouri Economic Research and Information Center Columbia, MO. <https://missourieconomy.org/pdfs/columbia.pdf>

United States Census Bureau. Boone County, Missouri Quickfacts. <https://census.gov/quickfacts/table/HCN010212/29019>

United States Department of Agriculture (2012). Census of Agriculture. Market Value of Agricultural Products Sold Including Direct Sales: 2012 and 2007. [https://www.nass.usda.gov/Publications/AgCensus/2012/Full\\_Report/Volume\\_1,\\_Chapter\\_2\\_County\\_Level/Missouri/st29\\_2\\_002\\_002.pdf](https://www.nass.usda.gov/Publications/AgCensus/2012/Full_Report/Volume_1,_Chapter_2_County_Level/Missouri/st29_2_002_002.pdf)

United States Department of Agriculture Economic Research Service. Food Expenditure Series. <https://www.ers.usda.gov/data-products/food-expenditure-series/>

## EXHIBIT C

### FORM OF DISBURSEMENT REQUEST

Disbursement Request No. \_\_\_\_\_

To: Missouri Development Finance Board  
Governor Office Building  
200 Madison Street, Suite 1000  
Jefferson City, MO 65101  
Attention: Finance Programs Manager  
Telephone No. (573) 751-8479  
Fax No. (573) 526-4418  
E-mail: kimberly.martin.mdfb@ded.mo.gov

Re: City of Columbia - Center for Urban Agriculture Project – Disbursement Request from the Board Project Account

You are hereby requested pursuant to **Section 4.2** of the Tax Credit Agreement dated as of \_\_\_\_\_, 2019 (the "Agreement"), to electronically transfer or issue a check to the City of Columbia, Missouri (the "Public Entity") to permit it to reimburse itself or issue checks to or otherwise pay the following named payee to provide for the payment or reimbursement of the following Project Costs (as defined in the Agreement): *[Note: The Public Entity must provide wire instructions to the Board to complete this transfer].*

<u>Payee/Address/Tax ID No.</u>	<u>Amount</u>	<u>Description of Project Costs</u>
---------------------------------	---------------	---

Wire Instructions:

Bank:  
Bank Address:  
Routing & Transit Number:  
Account Number:  
Account Name:  
Reference Information:  
Wire contact information:

The undersigned hereby states and certifies that:

1. Each item listed above is a proper Project Cost (as defined in the Agreement). Attached hereto are invoices, statements, bills or other documents evidencing the fact that such payment is due.

2. These Project Costs have been incurred and are presently due and payable or have been paid by the Public Entity in connection with the Project and are eligible for payment or reimbursement in accordance with the requirements of the Agreement.

3. No item listed above has previously been included in any other Disbursement Request previously approved by the Board under the provisions of the Agreement.

4. All necessary permits and approvals required for the portion of the work on the Project for which this withdrawal is to be made have been issued and are in full force and effect.

5. [No material change in the Project Budget is necessary as a result of the payment of this request.] [As a result of this request we are hereby requesting that the Board approve a modification of the Project Budget as follows: \_\_\_\_\_.]

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved for Payment on \_\_\_\_\_, 20\_\_:

**MISSOURI DEVELOPMENT FINANCE BOARD**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT D**

### **SPECIAL CONDITIONS AND LIMITATIONS**

(a) No disbursements shall be made from the Board Project Fund for any phase or any part of a phase until such time as the Public Entity or the Nonprofit Entity has provided to the Board written evidence that 90% of the sources required to fund such phase or part of a phase have been received or pledged to the Nonprofit Entity.

(b) If the cost of the Project is more than 10% below the costs shown in the Application, the Board will have the option of reducing the amount of Tax Credits to maintain its relative percentage of participation as set forth in the Application.

(c) Unless extended by the Board, all contributions under the Tax Credit Agreement must be received by December 31, 2021.

## **EXHIBIT E**

### **LIMITATION ON ELIGIBLE COSTS**

To be eligible for reimbursement costs must include only actual hard costs (costs of constructing, equipping and furnishing the Project), costs for material and labor, architectural and engineering costs, costs for appraisals, title insurance, and environmental assessments. Reimbursable costs must be properly documented by acceptable accounting practices.

**EXHIBIT F**

***TAX CREDIT ACCOUNTABILITY ACT REPORTING FORM***

**ANNUAL COMPLIANCE REPORT**

(pursuant to RSMo Section 135.805.2, as amended)

**Reporting period Ended December 31, 20\_\_**

<b>Organization Name:</b>
Property use is: <input type="checkbox"/> residential <input type="checkbox"/> commercial/ industrial <input type="checkbox"/> 501(c)(3) nonprofit <input type="checkbox"/> governmental
Describe current use of project:
Projected or actual project cost:
Total labor costs:
Projected or actual date of Completion:
To the best of my knowledge, the information above and below are true and correct as of _____, 20__.
Authorized Representative _____
Printed Name _____
Title _____

**Return this form via e-mail or to the address below  
by JUNE 30, 20\_\_:**

Missouri Development Finance Board  
P.O. Box 567  
200 Madison St., Ste. 1000  
Jefferson City, MO 65102  
-or-  
Fax No. (573) 526-4418

**TAX CREDIT ACCOUNTABILITY ACT REPORTING FORM ATTACHMENT**

<b>BUSINESS/ORGANIZATION NAME:</b>		
<i>NUMBER OF JOBS CREATED AT PROJECT LOCATION EACH MONTH AS A RESULT OF THE ISSUED TAX CREDIT</i>		
<b>MONTHS</b>	<b>FULL-TIME PERMANENT JOBS</b>	<b>PART-TIME PERMANENT JOBS</b>
JANUARY 20__		
FEBRUARY 20__		
MARCH 20__		
APRIL 20__		
MAY 20__		
JUNE 20__		
JULY 20__		
AUGUST 20__		
SEPTEMBER 20__		
OCTOBER 20__		
NOVEMBER 20__		
DECEMBER 20__		
<b>TOTALS:</b>		

**EXHIBIT G**  
**MBE/WBE REPORT**

Missouri Development Finance Board  
Governor Office Building  
200 Madison Street, Suite 1000  
Jefferson City, MO 65101  
Telephone No. (573) 751-8479  
Fax No. (573) 526-4418  
E-mail: kimberly.martin.mdfb@ded.mo.gov

Re: City of Columbia - Center for Urban Agriculture Project – MBE/WBE Participation Report

The undersigned hereby certifies pursuant to the Tax Credit Agreement dated as of \_\_\_\_\_, 2019, that the undersigned has utilized the following contractors in the construction of the Project for the period beginning upon the construction of the Project and ending on \_\_\_\_\_, 20\_\_, the last day of the most recent fiscal quarter:

MBE or /WBE	Name of Vendor	Description of Work or Service/Dates of Work	Contract Amount
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Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF COLUMBIA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT H

### FORM OF COMPLETION CERTIFICATE

Missouri Development Finance Board  
Governor Office Building  
200 Madison Street, Suite 1000  
Jefferson City, MO 65101  
Telephone No. (573) 751-8479  
Fax No. (573) 526-4418  
E-mail: kimberly.martin.mdfb@ded.mo.gov

Re: City of Columbia - Center for Urban Agriculture Project – Notice of Final Completion

The undersigned hereby certifies pursuant to the Tax Credit Agreement dated as of \_\_\_\_\_, 2019 (the "Agreement"), that:

- (a) The Project was completed on \_\_\_\_\_, 20\_\_;
- (b) The Project has been fully completed substantially in accordance with the Application, as modified by any changes permitted by the Agreement;
- (c) The Public Entity commenced operations in the Project on \_\_\_\_\_, 20\_\_.
- (d) All costs of the Project have been fully paid for and no claim or claims exist against the Project out of which a lien based on furnishing labor or material exists or might ripen. [Note: There may be excerpted from the foregoing statement any claim or claims out of which a lien exists or might ripen in the event that the Public Entity intends to contest provided a brief description of the claim is provided to the Board.]

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

#### CITY OF COLUMBIA, MISSOURI

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_