



CITY OF COLUMBIA, MISSOURI

LAW DEPARTMENT

October 30, 2022

Community Planning and Development
St. Louis HUD Field Office
Attn: Britta Smith
1222 Spruce Street – Suite 3.203
St. Louis, Missouri 63103

RE: City of Columbia/Voluntary Action Center
Opinion of Legal Counsel
Request for Exception under 24 CFR 570.611(d)

Dear Sir/Madam:

I am legal counsel for the City of Columbia, Missouri. The City is a recipient of HUD CDBG funding. This letter is to serve as a written opinion that the actions of Columbia City Council member Betsy Peters with respect to the transfer of real estate to the Voluntary Action Center, which is a HUD sub-recipient, is not a violation of State or local law pursuant to 24 CFR 570.611(b). This letter shall also serve as a formal written request for any potential conflict of interest attributed to such transaction under 24 CFR 570.611(b) be granted an exception by HUD pursuant to 24 CFR 570.611(d) (1) and (2).

Fact Summary:

The City of Columbia, Missouri ("City") is a charter city with a council-manager form of government. The City is the recipient of HUD CDBG funding and administers such funds to sub-recipients for the purposes set forth in the Housing and Community Development Act of 1974, as amended ("Act"). The governing body of the City consists of seven (7) elected council members, each of whom have an equal vote on all matters that come before the council. Pursuant to Section of the Columbia City Charter, no vote of the City Council has legal effect unless it receives four affirmative votes from the members of the Council during an open public meeting. Betsy Peters ("Peters") is an elected member of the governing body of the City.

Peters is also the sole owner and member of Bowling Street, LLC ("Bowling LLC"). In her personal capacity as owner of Bowling LLC, Peters acquired a 5.65 acre tract of property at the intersection of Bowling Lane and I-70 Business Loop in Columbia, Missouri (the "Property") for \$600,000 in December 2021. Peters was subsequently approached by the Voluntary Action Center ("VAC") with a request to purchase the Property for construction and operation of an Opportunity Campus.

VAC is a non-profit agency providing resources to individuals in the areas of health, employment, education and housing to help overcome economic hardships and maintain self-sufficiency. VAC is a qualifying sub-recipient of HUD CDBG funds from the City. The VAC Opportunity Campus is an initiative and project of VAC to assist individuals with safe temporary shelter, transitional housing, affordable housing, meals, basic daily needs and wrap-around services to lift people up and out of homelessness. The Opportunity Campus project builds upon and expands existing programs of VAC. VAC had searched for a site for its Opportunity Campus and arrived at the Property owned by Peters as the optimum location without any solicitation from Peters or knowledge that Peters owned the site.

After being approached by VAC, Peters told VAC she was willing to donate the Property to VAC for use in its charitable mission. As an alternative, Peters informed VAC she would also be willing to allow VAC to purchase the property, as requested by VAC, for the exact same consideration Peters paid to acquire the property and, in such event, Peters would donate the \$600,000 back to VAC in the form of \$100,000 per year for six (6) years. The Board of Directors for VAC considered the options and told Peters that it was the preference of VAC to purchase the property for \$600,000 and accept a pledge from Peters to donate the proceeds back to VAC over the next six (6) years.

Peters (on behalf of Bowling LLC) and VAC entered into a contract for VAC to purchase the Property for \$600,000 dated March 30, 2022 and attached as Exhibit "A". Because Peters purchased the Property in December 2021 for \$600,000 and has agreed to sell the Property to VAC for \$600,000 there will be no financial gain to Peters. Furthermore, Peters signed a pledge to donate the sum of \$100,000 per year for six (6) years following purchase of the Property by VAC, which is attached as Exhibit "B". Although Peters will receive the benefit of a charitable donation to VAC, at the end of the day Peters will have transferred the Property to VAC for no financial gain and will have additionally personally contributed \$600,000 to VAC (ie – there is a financial loss to Peters of \$600,000 as a result of the transaction).

Disclosure of the Potential Conflict:

The requirements of 24 CFR 570.611(d)(1) mandate there must be a public disclosure of the nature of any potential conflict of interest. The public disclosure of the potential conflict of interest has been met as set forth in this section.

Council member Peters has publicly disclosed the details of the real estate transaction, both orally and in writing, by making a public statement at a multiple open Council meetings as well as filing multiple written disclosure of interest forms with the City Clerk to be kept on file with the record of the proceedings of the City Council. Peters has not participated in the City Council decision-making process with respect to either the land use matters related to the Property or any matter that would potentially allocate HUD CDBG funding to VAC. Peters has gone beyond local and state law requirements by leaving the Council Chambers when any HUD CDBG funding matter for VAC has been under consideration by the Council as well as any time the platting or zoning of the Property to accommodate the VAC Opportunity Campus has been a discussion item on the Council agenda.

The City Council meetings at which the disclosures were made were held on August 15, 2022, September 6, 2022, September 19, 2022 and October 3, 2022. A copy of the Disclosure of Interest forms filed by Peters are attached hereto and marked Exhibits "C", "D", "E", and "F", respectively. A link to the

video of the meetings at which Peters requested permission to abstain and made public disclosure of the interest in the transaction may be found at the following locations:

August 15, 2022 meeting at the 3:57 mark:

http://gocolumbiamo.granicus.com/player/clip/2811?view_id=2&redirect=true&h=ecbef40d5ad11933c57319cfefda6ba9;

September 6, 2022 at the 2:27 mark:

http://gocolumbiamo.granicus.com/player/clip/2826?view_id=2&redirect=true&h=01f4fd4983906f4fd24da69749cf040c

September 19, 2022 meeting at the 2:50 mark:

http://gocolumbiamo.granicus.com/player/clip/2837?view_id=2&redirect=true&h=e1562fda32e4b6db6326dc7a90bebd33

October 3, 2022 at the 2:15 mark:

http://gocolumbiamo.granicus.com/player/clip/2845?view_id=2&redirect=true&h=fb760b52677f56ea169bbdd2e6457c72

The City Clerk has not yet finalized the meeting minutes for all of the City Council meetings, but has retained a copy of the complete disclosure forms in the records in her office. There have been Sunshine Law requests (the state equivalent of FOIA) made to obtain copies of the disclosures and news outlets have further publicized the disclosures by Peters.

Opinion of Attorney:

As indicated previously, I am the attorney for the City of Columbia, Missouri and have examined the facts and circumstances surrounding the real estate contract entered into between Peters on behalf of Bowling LLC and VAC. I have also examined the public disclosure of such transaction and the actions of Peters as an elected official with respect to the decision making process surrounding all matters related to VAC that have appeared before the Columbia City Council since March 30, 2022 when the contract between Bowling LLC and VAC was executed. Based upon such examination, I find and am of the opinion that there is no violation of the conflict of interest laws of the State of Missouri or the City of Columbia. I am also of the opinion that pursuant to 24 CFR 570.611(d)(1) the transaction meets the qualifications for the grant of an exception.

I further certify that the facts and information set forth herein are true and correct to the best of my knowledge and belief and I am unaware of any additional facts or information that would result in the formation of a different opinion.

Factors Considered for an Exception:

In order to be granted an exception, an analysis of the factors set forth in 24 CFR 570.611(d)(2) is set forth below in order to provide documentation that such exception granted by HUD will serve to further the purposes of the Act and the effective and efficient administration of the project.

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

The exception would allow an elected official of a CDBG recipient to transfer real property to a sub-recipient for operation of the Opportunity Campus for no financial gain to the elected official. VAC had engaged in a search for available sites to acquire for construction and operation of the Opportunity Campus and approached Peters to request she sell the Property to VAC. Peters agreed to transfer the Property to VAC for the same price Peters acquired the Property for in December 2021. In addition, Peters agreed to donate the sum of \$600,000 received from the sale of the property back to VAC to support VAC's project. Once all of the transactions are complete, Peters will have donated \$600,000 to VAC and VAC will have the Property for construction and operation of its Opportunity Campus. Failure to approve the exception will result in the inability of VAC to both obtain the Property for the project as well as a loss of a \$600,000 donation.

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

There was no open competitive bidding or negotiation; however, there is no financial gain to Peters because she is not making a financial gain on the transfer of the Property to VAC. In addition, Peters has agreed to donate \$600,000 to VAC to aid in construction of the project.

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

It is not believed that this factor is applicable to this situation. The VAC Opportunity Campus will serve low income persons; however, Peters is not a member of a group or class of low- or moderate-income persons. Granting an exception to allow transfer of the Property from Peters to VAC for the project will assist VAC in its mission of providing resources for basic and emergency needs in the areas of health, employment, education and housing to low- or moderate-income individuals so they can overcome economic hardships and maintain self-sufficiency. If VAC is unable to acquire the Peters tract, it will negatively impact the ability of VAC to construct its Opportunity Campus as VAC has been unsuccessful in obtaining any other suitable site. The loss of a \$600,000 donation from Peters will also have a significant impact on VAC's ability to provide its programs and services.

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

Peters withdrew from the decision making process with respect to the assisted activity, but has not withdrawn from her role as a member of the City Council. Documentation of the disclosure, abstention and lack of participation in the decision making process has been provided as set forth above.

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

Peters was first elected to serve on the City Council in April of 2015. Peters has been a life-long community volunteer within the City and has previously engaged in private charitable giving to various non-profit organizations throughout her life. No interest with respect to the VAC project was present before Peters was elected to the Council. Peters has not received a tangible personal benefit from the VAC project.

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

The City has devoted significant resources to its growing homeless population over the course of the past three years. The City has sought community partners who are ready, willing and able to assist by providing comprehensive services to the unsheltered. The underlying objective of the VAC Opportunity Campus meets the purpose of the Act by “providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income”. The City is a community of approximately 125,000 population and very few non-profit agencies who perform this important work. VAC relies on CDBG funding in order to provide its services to vulnerable members of the community. Undue hardship will result to the community if an exemption is not granted.

Under the facts and circumstances of this transaction, the prohibited conflict is a technicality since at the conclusion of the transaction Peters will be donating \$600,000 to VAC. The individuals who receive the benefit of programs and services provided by VAC would be harmed if an exemption is not provided. Accordingly, there is no identified public interest served by avoiding the prohibited conflict.

(vii) Any other relevant considerations.

Peters will not have any financial gain from the transaction as she will be selling the parcel for the exact same price for which she acquired the parcel in December 2021. In fact, the opposite is true – Council member Peters agreed to donate the \$600,000 proceeds from the transaction back to VAC and such commitment was made contemporaneous with execution of the original real estate contract. While the contract to purchase real estate between Peters and VAC may meet the technical definition of a conflict under 24 CFR 570.611(b), there is no actual conflict of interest when the facts and circumstances of the transaction are considered as a whole. In addition, there is no state or local conflict of interest. To ensure compliance with Federal regulations Peters has gone above and beyond in making public disclosures regarding the transaction, including but not limited to disclosure of her personal financial ability to make a donation of this size and scope to support the VAC project.

Conclusion:

The exception being requested herein meets the criteria set forth in 24 CFR 570.611(d). If the transfer of real estate between VAC and Peters was not involved, this transaction would have been a simple cash donation from Peters to VAC and not subject to any additional requirements under the regulations.

However, it is understood that due to Peter's status as an elected official there is a higher level of scrutiny required by the Federal regulations concerning the transaction to ensure transparency and no-self dealing on the part of an elected official. When taking into account the cumulative effect of the foregoing factors the grant of an exception in order to further the purposes of the Act is warranted and formally requested to be issued by HUD.

Please do not hesitate to contact me if additional information is needed to consider and grant the requested exception to ensure there is no harm done to either the City as the recipient or VAC as a potential sub recipient of future HUD CDBG funding.

Sincerely,



Nancy Thompson
City Counselor
City of Columbia, Missouri

Enc.

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

This Contract, made and entered into this 30th day of March, 2022, by and between Bowling Street, L.L.C., a Missouri Limited Liability Company, hereinafter referred to as "SELLER"; and Voluntary Action Center, a Missouri Nonprofit Corporation, hereinafter referred to as "BUYER."

WITNESSETH:

WHEREAS, SELLER has agreed to sell and BUYER has agreed to purchase, upon the terms and conditions set forth herein, the following described real estate (the "Property") situated in Boone County, Missouri, to wit:

A tract of land located in the South Half of Section 6, Township 48 North, Range 12 West, City of Columbia, Boone County, Missouri, being part or all of lots Thirty-Six (36), Thirty-Seven (37), Thirty-Eight (38), Thirty-Nine (39), Forty (40), Forty-One (41), Forty-Two (42), Forty-Three (43), Forty-Four (44), and part of vacated Lake View Avenue lying East of Bowling Street as shown by E.C. More's Subdivision also shown by survey recorded in Book 649, Page 723, records of Boone County, and being more particularly described as follows: Beginning at the southwest corner of the lot as shown by said survey recorded in Book 649, Page 732, thence S 89°35'00"E, 174.10 feet; thence N 00°25'00"E, 25.00 feet; thence N 89°39'00"E, 60.30 feet; thence N 87°37'00"E, 100.00 feet; thence N 85°04'00"E, 100.00 feet; thence N 82°31'00"E, 100.00 feet; thence N 79°57'00"E, 100.00 feet; thence N 77°24'00"E, 100.00 feet; thence N 76°07'00"E, 100.30 feet; thence N 12°00'50"W, 185.12 feet; thence N 00°25'00"E, 50.00 feet; thence N 89°35'00"W, 786.00 feet; thence S 00°25'00"W, 350.00 feet to the point of beginning and containing 5.65 acres.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The total purchase price to be paid by BUYER to SELLER shall be the sum of Six Hundred Two Thousand and 00/100 Dollars (\$602,000.00) payable as follows:
 - a. An earnest money deposit in the amount of Thirty Thousand and 00/100 Dollars (\$30,000.00) shall be deposited with Boone-Central Title Company Title Company as Escrow Agent.
 - b. The balance of the purchase price shall be payable with certified funds at Closing.
2. In the event of substantial damage or destruction of the Property prior to Closing, then, and in such event, and at the option of BUYER, BUYER may receive any casualty insurance proceeds payable as a result of said damage or destruction, or may rescind the transaction and receive a refund of the earnest money deposit and the transaction shall thereafter be void and of no further force and effect.
3. SELLER agrees to provide to BUYER, within thirty (30) days of full execution of this Contract, a commitment to issue an owner's policy of title insurance issued by Boone-Central Title Company. Any commitment made

hereunder shall be in the amount of the purchase price of the Property, naming the BUYER as the insured and further naming any Lender providing BUYER funds for the purchase of the Property as an additional insured, which policy shall insure the owner's title to be marketable in fact as called for by this contract and shall provide that a policy shall be issued immediately after SELLER'S general warranty deed to BUYER is filed of record. All costs of said title insurance, including the premium for the final owner's title policy and any final lender's policy will be paid for by the SELLER. BUYER shall have thirty (30) days after receipt of the commitment to object in writing to any condition of title disclosed by the commitment. If such objectionable items cannot be removed by the date of Closing, this contract shall be null and void, the earnest money deposit shall be immediately returned to BUYER, and the parties shall have no further obligations hereunder.

4. BUYER shall have ninety (90) days from and after the date of full execution of this Contract to perform any and all inspections of the Property BUYER deems necessary in BUYER's sole discretion. These inspections may include a physical inspection, Phase I and/or Phase II Environmental Assessment, and Geotechnical Inspection. In the event any of BUYER's inspections reveal any defect with the Property in BUYER's sole discretion, BUYER shall provide written notice of such objection to SELLER before the expiration of the 90-day period and in such event, this Contract shall be null and void and the earnest money deposit shall be immediately returned to BUYER.
5. This Contract is specifically contingent upon the recording of a plat of the Property as a single lot, the issuance of a Conditional Use Permit by the City of Columbia to allow BUYER to utilize the Property for accommodations for homeless services, and the receipt of any and all other approvals as may be required from the City of Columbia to allow BUYER to utilize the Property for its intended purpose. BUYER shall have One Hundred Eighty (180) days from the date of full execution of this Contract to record a plat of the Property, obtain the required Conditional Use Permit and any other required approvals. BUYER shall provide written notice of the failure to satisfy any of these contingencies before the expiration of the One Hundred Eighty (180) day period and in such event, this Contract shall be null and void and the earnest money deposit shall be immediately returned to BUYER. In the event such notice is not received by SELLER within the One Hundred Eighty (180) day period, this contingency shall be deemed to have been waived. All costs associated with the plat, Conditional Use Permit or other approvals shall be the responsibility of BUYER. BUYER shall be entitled to extend the deadline for the satisfaction of these contingencies for a period of thirty (30) days upon written notice from BUYER to SELLER before the expiration of the initial One Hundred Eighty (180) day Contingency Period.
6. SELLER agrees to convey title in fee simple absolute by Warranty Deed containing the customary warranties, free and clear of all liens and

encumbrances with the exception of any existing easements. It is understood and agreed that, because of the commitments of the parties, time is of the essence of this Contract.

7. Real estate taxes for 2021 and all prior years shall be paid by SELLER and said taxes for 2022 shall be prorated as of the date of Closing of this transaction.
8. Any notice provided for in this Contract may be personally served or sent by Certified United States Mail, return receipt requested, in which case it shall be deemed served on the next business day subsequent to the date of mailing. Notices shall be addressed to a party's last known address.
9. SELLER warrants and represents to BUYER that SELLER has no notice of:
 - (a) Planned or commenced public improvement which may result in special assessment or otherwise directly and materially affect the Property except as disclosed herein.
 - (b) Any government agency or court order requiring repairs, alterations or corrections of any existing conditions except as disclosed herein.
 - (c) Any structural or mechanical defects of material significance in the Property, including the adequacy and quality of water and sanitary disposal systems except as disclosed in the attached disclosure statement.
 - (d) Any mechanic's liens or other encumbrances which may be assessed against the Property.
10. SELLER warrants and represents to BUYER that SELLER has no knowledge of the following:
 - (a) That there exists with respect to the Property or any part or component thereof any environmentally hazardous or dangerous condition, such as but not limited to, an existing or prior use of the Property as a dumping ground for hazardous waste or hazardous substances, or any use of the Property as a landfill or any disposal, discharge, deposit, injection, dumping, leaking, spilling, placing or escape of any environmentally hazardous substance or any hazardous substances, contaminants or pollutants.
 - (b) That there has been any use of the Property as a service station or filling station or for the storage beneath the surface of the real estate in an underground storage tank of any gasoline, petroleum product, or any other environmentally hazardous substance, or that any underground storage tank now exists upon or beneath the property or has previously been placed upon or beneath the Property.
 - (c) That any portion of the Property is listed or proposed for listing or is threatened to be listed on the National Priorities List by the Environmental Protection Agency, or on the Missouri Registry of Abandoned or Uncontrolled Hazardous Waste Sites pursuant to Section 260.435 to 260.480 RSMo. or that any discussions with any state or federal officials concerning the possibility of such listing has occurred.
 - (d) That there has occurred any disposal, discharge, deposit, injection,

dumping, leaking, spilling, placing or escape of any hazardous substance, pollutant or contaminate (as those items are defined in 42 USC Section 9601) on, in, under or from the Property or that there has existed upon the Property or within the Property any facility which is or has been used for the treatment, disposal or storage of hazardous waste, as those terms are described in the Resource Conservation and Recovery Act, 42 USC Section 6901 - 6987.

(e) That any part of the Property is a landfill or has been used as a landfill or that any soil in or beneath the Property is or has been chemically contaminated, or that gasoline, petroleum or any contaminate is or has at any time been stored or transmitted in tanks or lines located beneath the surface of the Property.

11. This transaction shall be closed on or before October 7, 2022 (the "Closing") at the offices of Boone-Central Title Company, or at such other time or place as the parties may agree, subject to the extension of the Contingency Period as provided for in Section 5 above. At such Closing, SELLER shall deliver the Warranty Deed and BUYER shall make payment as specified above. BUYER and SELLER agree that any fees due the title insurance company for their services shall be paid equally by the parties. Each party shall be responsible for their respective attorney's fees which will be paid at Closing.
12. This Contract contains the entire and complete agreement between the parties with respect to the transaction set forth herein. All other contracts, agreements, undertakings, understandings, warranties or representations entered into or made by either of the parties hereto with respect to the transaction set forth herein, or in any matters related thereto, are hereby rendered null, void and of no further force and effect to the extent not incorporated into this Contract. Each of the parties acknowledge that the other party to this Contract has made no contracts, undertakings, promises, understandings, warranties, statements or representations with respect to the transaction set forth herein, the Property or any matters related to this transaction or to the Property described herein or any of the characteristics of the Property described herein or the value of the Property described herein, or any part, component or characteristic thereof, other than those which are specifically set forth herein.
13. This Contract may not be modified or amended orally, but may be modified or amended only by a written document signed by all of the parties hereto.
14. In the event it is necessary for either of the parties hereto to enforce this Contract or any of the warranties or covenants set forth herein, then the prevailing party shall be entitled to recover their reasonable attorney's fees and any costs incurred in connection with the enforcement of this Contract.
15. This Contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this Contract on the day and year first above written.

SELLER:

BOWLING STREET, L.L.C.

By Elizabeth Peters
Title: Owner

BUYER:

VOLUNTARY ACTION CENTER

By: Ed Stansberry
Ed Stansberry, Executive Director

Exhibit B

OPPORTUNITY CAMPUS – CAPITAL CAMPAIGN PLEDGE FORM

Donor(s) Name: Elizabeth Peters
 Address: 305 McNab
 City, State, Zip: Columbia, MO 65201
 Email: Peters Elizabeth1928@gmail.com

TERMS OF PLEDGE

Total Amount of Pledge: \$ 600,000.00

Pledged to be paid as follows:

Single year payment of pledge: \$ _____

Beginning on (date): _____

Multiple year payment of pledge: \$ 100,000.00

Beginning on (date): 10/2022

To be paid over (years): 6

Pledged secondary to sale of Bording St. LLC.
 Please bill me: ☐ Annually ☐ Monthly ☒ Quarterly
☐ Other: _____
or that land can be donated for the OC

PUBLIC RECOGNITION OF PLEDGE

VAC may publicly acknowledge my
 commitment ☐ Yes ☐ No

This gift is in memory/honor of:

Please send notification of gift:

Name: _____

Address: _____

City, State, Zip: _____

Special Instructions: _____

METHOD OF PAYMENT

Checks Payable to: **Voluntary Action Center**

Charge my: ☐ VISA ☐ Master Card ☐ Discover ☐ AmEx

Card Number: _____

Expiration date: _____ CSV: _____

My/Our gift will be matched by _____

☐ Matching gift enclosed ☐ Matching gift form will be sent

Planned Gifts and Stock: Please contact VAC for more information

By this pledge, I/we are making a binding commitment to give the amount(s) specified below, which pledge VAC accepts and will act in reliance upon to begin the building project and programs supported by the Opportunity Campus Campaign. I/We intend that the terms of this pledge will be legally binding upon and enforceable against me/us and my/our respective successors and heirs (including, without limitation, my/our estate(s) and executor(s)). This pledge is governed by and interpreted under the laws of the State of Missouri. VAC is a not-for-profit, tax-exempt organization under the provisions of section 501(c)(3) of the Internal Revenue Code. VAC's federal tax identification number is 23-7120750. Donations are tax-deductible to the extent allowed by law.

Donor Signature: Elizabeth Peters Date: 3-4-2022

VAC Office Use Only:

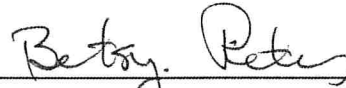
City of Columbia, Missouri
Disclosure of Interest – Abstentions

Pursuant to Section 2-53.1 of the City Code, Section 105.461 RSMo., and 24 C.F.R. Section 570.611, because of the following matters of which I am hereby making public disclosure I will abstain from voting or participating in the decision-making process on any matter relating to funding for the Voluntary Action Center (VAC) or the VAC Opportunity Campus, including but not limited to S19-22, PH 29-22, R124-22, and those portions of PH27-22 and B214-22 which may be related to allocation of HUD and/or CDBG funding to VAC or any other entity providing the same or similar services as VAC:

1. I am a member of the governing body of the City of Columbia, Missouri and am the sole owner of Bowling Street, LLC.
2. The City of Columbia Missouri receives and distributes Community Development Block Grant ("CDBG") funding from the US Department of Housing and Urban Development ("HUD"). From time to time the City Council considers and approves funding recommendations for CDBG and HUD eligible activities.
3. The Voluntary Action Center ("VAC") is a non-profit agency in Boone County, Missouri providing resources for basic and emergency needs in the areas of health, employment, education and housing to individuals so they can overcome economic hardships and maintain self-sufficiency. VAC has announced an initiative to create an Opportunity Campus which has the goal of transitioning homeless neighbors to being sheltered by providing safe temporary shelter, transitional housing, affordable housing, meals, basic daily needs and wrap-around services to lift people up and out of homelessness. VAC is a qualifying sub-recipient of HUD CDBG funds for qualifying eligible activities.
4. The Opportunity Campus being proposed by VAC includes the construction and operation of a new approximately 25,000 sq. ft. facility. It is anticipated VAC may seek HUD funding for a portion of the construction and/or operation of the VAC Opportunity Campus.
5. Bowling Street, LLC acquired a 5.65 acre tract of property at the NE corner of Bowling Lane and E Business Loop 70 (the "Property") in December of 2021 for the purchase price of \$600,000.
6. After I acquired the Property I was contacted by VAC inquiring as to whether I would be willing to sell the Property to VAC as a site for its planned Opportunity Campus. I expressed a willingness to allow VAC to obtain the Property and entered into discussions with VAC regarding transfer of the Property. I expressed personal support of the Opportunity Campus and told VAC I would be willing to sell the Property for the same

amount for which I purchased it in December 2021. I also communicated a willingness to donate the Property to VAC if the Property was suitable for the Opportunity Campus.

7. VAC considered the options and made the decision to purchase the Property from me for \$600,000. In keeping with my desire to donate the Property, I signed a written pledge to donate the \$600,000 proceeds back to VAC in the form of \$100,000 per year over the next six years.
8. The real estate contract between Bowling Street, LLC and VAC was executed on April 5, 2022 VAC. VAC is currently in the process of performing its due diligence to determine whether the Property will be suitable for establishment of its Opportunity Campus.
9. I will not make a financial gain on the Property when it is sold to VAC.
10. I have not participated in any actions that would constitute a conflict of interest or violation under any State or local laws.



Betsy Peters, Ward 6 Council Member

Date: 8-15-2022

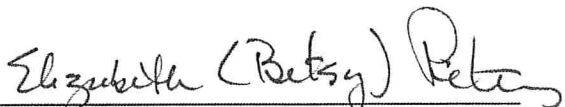
City of Columbia, Missouri
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2. The City of Columbia Missouri receives and distributes Community Development Block Grant ("CDBG") funding from the US Department of Housing and Urban Development ("HUD"). From time to time the City Council considers and approves funding recommendations for CDBG and HUD eligible activities.
3. The Voluntary Action Center ("VAC") is a non-profit agency in Boone County, Missouri providing resources for basic and emergency needs in the areas of health, employment, education and housing to individuals so they can overcome economic hardships and maintain self-sufficiency. VAC has announced an initiative to create an Opportunity Campus which has the goal of transitioning homeless neighbors to being sheltered by providing safe temporary shelter, transitional housing, affordable housing, meals, basic daily needs and wrap-around services to lift people up and out of homelessness. VAC is a qualifying sub-recipient of HUD CDBG funds for qualifying eligible activities.
4. The Opportunity Campus being proposed by VAC includes the construction and operation of a new approximately 25,000 sq. ft. facility. It is anticipated VAC may seek HUD funding for a portion of the construction and/or operation of the VAC Opportunity Campus.
5. Bowling Street, LLC acquired a 5.65 acre tract of property at the NE corner of Bowling Lane and E Business Loop 70 (the "Property") in December of 2021 for the purchase price of \$600,000.
6. After I acquired the Property I was contacted by VAC inquiring as to whether I would be willing to sell the Property to VAC as a site for its planned Opportunity Campus. I expressed a willingness to allow VAC to obtain the Property and entered into discussions with VAC regarding transfer of the Property. I expressed personal support of the Opportunity Campus and told VAC I would be willing to sell the Property for the same

amount for which I purchased it in December 2021. I also communicated a willingness to donate the Property to VAC if the Property was suitable for the Opportunity Campus.

7. VAC considered the options and made the decision to purchase the Property from me for \$600,000. In keeping with my desire to donate the Property, I signed a written pledge to donate the \$600,000 proceeds back to VAC in the form of \$100,000 per year over the next six years.
8. The real estate contract between Bowling Street, LLC and VAC was executed on April 5, 2022 VAC. VAC is currently in the process of performing its due diligence to determine whether the Property will be suitable for establishment of its Opportunity Campus.
9. I will not make a financial gain on the Property when it is sold to VAC.
10. I have not participated in any actions that would constitute a conflict of interest or violation under any State or local laws.


Betsy Peters, Ward 6 Council Member

Date: 9/6/2022

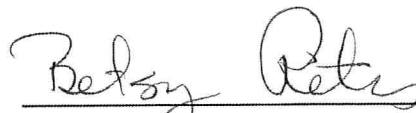
City of Columbia, Missouri
Disclosure of Interest – Abstentions

Pursuant to Section 2-53.1 of the City Code, Section 105.461 RSMo., and 24 C.F.R. Section 570.611, because of the following matters of which I am hereby making public disclosure I will abstain from voting or participating in the decision-making process on any matter relating to funding for the Voluntary Action Center (VAC) or the VAC Opportunity Campus, including but not limited to those portions of PH27-22 and B214-22/B214-22A which may be related to allocation of HUD and/or CDBG funding to VAC or any other entity providing the same or similar services as VAC:

1. I am a member of the governing body of the City of Columbia, Missouri and am the sole owner of Bowling Street, LLC.
2. The City of Columbia Missouri receives and distributes Community Development Block Grant ("CDBG") funding from the US Department of Housing and Urban Development ("HUD"). From time to time the City Council considers and approves funding recommendations for CDBG and HUD eligible activities.
3. The Voluntary Action Center ("VAC") is a non-profit agency in Boone County, Missouri providing resources for basic and emergency needs in the areas of health, employment, education and housing to individuals so they can overcome economic hardships and maintain self-sufficiency. VAC has announced an initiative to create an Opportunity Campus which has the goal of transitioning homeless neighbors to being sheltered by providing safe temporary shelter, transitional housing, affordable housing, meals, basic daily needs and wrap-around services to lift people up and out of homelessness. VAC is a qualifying sub-recipient of HUD CDBG funds for qualifying eligible activities.
4. The Opportunity Campus being proposed by VAC includes the construction and operation of a new approximately 25,000 sq. ft. facility. It is anticipated VAC may seek HUD funding for a portion of the construction and/or operation of the VAC Opportunity Campus.
5. Bowling Street, LLC acquired a 5.65 acre tract of property at the NE corner of Bowling Lane and E Business Loop 70 (the "Property") in December of 2021 for the purchase price of \$600,000.
6. After I acquired the Property I was contacted by VAC inquiring as to whether I would be willing to sell the Property to VAC as a site for its planned Opportunity Campus. I expressed a willingness to allow VAC to obtain the Property and entered into discussions with VAC regarding transfer of the Property. I expressed personal support of the Opportunity Campus and told VAC I would be willing to sell the Property for the same

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8. The real estate contract between Bowling Street, LLC and VAC was executed on April 5, 2022 VAC. VAC is currently in the process of performing its due diligence to determine whether the Property will be suitable for establishment of its Opportunity Campus.
9. I will not make a financial gain on the Property when it is sold to VAC.
10. I have not participated in any actions that would constitute a conflict of interest or violation under any State or local laws.



Betsy Peters, Ward 6 Council Member

Date: 9-19-2022

City of Columbia, Missouri
Disclosure of Interest – Abstentions

Pursuant to Section 2-53.1 of the City Code, Section 105.461 RSMo., and 24 C.F.R. Section 570.611, because of the following matters of which I am hereby making public disclosure I will abstain from voting or participating in the decision-making process on any matter relating to funding for the Voluntary Action Center (VAC) or the VAC Opportunity Campus, including but not limited to those portions of **PH31-22** and **R161-22** which may be related to allocation of HUD and/or CDBG funding to VAC or any other entity providing the same or similar services as VAC. In addition, I will abstain from voting or participating in the decision-making process on any matter relating to the property located at the northeast corner of Business Loop 70 and Bowling Street owned by Bowling Street, LLC, including but not limited to **B268-22** related to approval of a performance contract and final plat of E.C. More's Subdivision, Plat 1A. The details giving rise to such abstentions are as follows:

1. I am a member of the governing body of the City of Columbia, Missouri and am the sole owner of Bowling Street, LLC.
2. The City of Columbia Missouri receives and distributes Community Development Block Grant ("CDBG") funding from the US Department of Housing and Urban Development ("HUD"). From time to time the City Council considers and approves funding recommendations for CDBG and HUD eligible activities.
3. The Voluntary Action Center ("VAC") is a non-profit agency in Boone County, Missouri providing resources for basic and emergency needs in the areas of health, employment, education and housing to individuals so they can overcome economic hardships and maintain self-sufficiency. VAC has announced an initiative to create an Opportunity Campus which has the goal of transitioning homeless neighbors to being sheltered by providing safe temporary shelter, transitional housing, affordable housing, meals, basic daily needs and wrap-around services to lift people up and out of homelessness. VAC is a qualifying sub-recipient of HUD CDBG funds for qualifying eligible activities.
4. The Opportunity Campus being proposed by VAC includes the construction and operation of a new approximately 25,000 sq. ft. facility. It is anticipated VAC may seek HUD funding for a portion of the construction and/or operation of the VAC Opportunity Campus.
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6. After I acquired the Property I was contacted by VAC inquiring as to whether I would be willing to sell the Property to VAC as a site for its planned Opportunity Campus. I

expressed a willingness to allow VAC to obtain the Property and entered into discussions with VAC regarding transfer of the Property. I expressed personal support of the Opportunity Campus and told VAC I would be willing to sell the Property for the same amount for which I purchased it in December 2021. I also communicated a willingness to donate the Property to VAC if the Property was suitable for the Opportunity Campus.

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8. The real estate contract between Bowling Street, LLC and VAC was executed on April 5, 2022 VAC. VAC is currently in the process of performing its due diligence to determine whether the Property will be suitable for establishment of its Opportunity Campus.
9. I will not make a financial gain on the Property when it is sold to VAC.
10. I have not participated in any actions that would constitute a conflict of interest or violation under any State or local laws.



Betsy Peters, Ward 6 Council Member

Date: 10/3/2022