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COUNTY ADMINISTRATOR

April 10, 2012

Manuel Lopez, County Administrator  
44 N. San Joaquin St., Sixth Floor, Suite 640  
Stockton, CA 95202

Dear Mr. Lopez:

As a Board Member of PUENTES (Spanish for Bridges), I recently had the opportunity to talk with Chairmen Steve Bestolarides regarding the Boggs Tract Community Farm. PUENTES is a non-profit group working with residents of Boggs Tract (an under-served residential community near the Port of Stockton) to establish a community farm on 2.8 acres. The Boggs Tract community has no local grocery store and limited access to good, healthy, nutritious food.

The vision of the community farm is much more, however. In the next five years, we plan to develop orchards, raise chickens for eggs, harvest fish from our own ponds, establish a regular farmers market to sell our local, fresh, organic produce to the neighbors, area schools and restaurants. We intend to establish a CSA service (community supported agriculture) to provide regular deliveries of fresh produce on a weekly subscription basis. University of the Pacific's food service, Bon Appetit, has already committed to purchase our produce as it becomes available. We have also started working with the children from nearby Washington Elementary School to create their own school garden on the Boggs Tract site.

**In short, this is a sustainable farming business we are growing with the residents of the Boggs Tract community.**

We have already been blessed with much community support. The Port donated the land to PUENTES. Around the perimeter of the farm, local Boy Scout troop #170 installed chain link fence donated from the former KOA campgrounds on Eight Mile Road. Lumber for 32 20'x 20' community raised bed plots was donated by San Joaquin Lumber. Golden State Irrigation installed the irrigation systems for crop production and family plots.

We have a partnership with the UC Extension Master Gardeners to provide classroom instruction on gardening to our current 20 families who have committed to work their individual 20x20 raised bed plots. Forward Landfill donated 250 yards of compost for our family raised bed plots. Baglietto Seeds provided some of our seeds. JR Simplot donated much-needed small tools totaling nearly \$2,000. Pelton Shepherd Industries donated all the hardware for all the raised beds that were constructed by our volunteers, farming families and Board Members.

We are on the move and committed to this project!

## **Our Mission**



*PUNTTES mission is to spread the knowledge and effective implementation of sustainable technology and stimulate a critical, cooperative and positive attitude in at-risk communities across the Americas.*



# PUENTES

Bridging Sustainable Communities

*Promotores Unidos para la Educación Nacional de Tecnologías Sostenibles*

## Urban Farm Development

Stockton, CA

### Sustainable Business Plan

**Jeremy Terhune**

Executive Director

**Prepared in Partnership With:**

University of the Pacific, Eberhardt School of Business

The Global Center for Social Entrepreneurship

University of California – Davis, Master Gardening Program

**Authored By:**

Anu Gandotra, Melanie Nakamine, Natalie Hajian, Rob Shanahan, Shelly Wong, and Tina Le



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## EXECUTIVE SUMMARY

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PUENTES is a non-profit organization dedicated to eradicating the prevalence of hunger in the United States. Instead of giving hand-outs to impoverished citizens, PUENTES promotes the empowerment of people to grow and utilize their own food resources through the development of urban farms. An urban farm consists of a plot of land that is shared by a community and used to cultivate sustainable crops.

The ultimate goal for PUENTES is to establish an urban farm in the Boggs Tract area of Stockton, CA to support local residents along with setting up a farmers' market to generate revenue that will ultimately go towards creating urban farms throughout San Joaquin County. By following a rigorous business plan developed by MBA students from the University of the Pacific, PUENTES Boggs Tract urban farm will generate over \$360,000 in combined year two and three net assets.

### Market

The target market for the Boggs Tract urban farm consists of farmers, farmers' market customers, compost customers, partnerships, and retail customers. In order to measure the means of communication for farmers' market, we constructed and conducted surveys that were distributed at the Downtown Stockton Farmers' Market. The results showed that 93% of consumers hear about farmers' market through word of mouth.

PUENTES will employ five primary marketing strategies to build community support and facilitate effective integration of the farm and the farmers market: educate the community about healthy eating practices, hold special events at the farm to elevate its profile, execute a new website that is informative for all target audiences, encourage positive word-of-mouth and personal selling, build partnerships with community organizations to leverage resources.

Communication with the different audiences and channels will be appropriately tailored and the overall tone will be fun and casual to promote the notion that eating healthy can be enjoyable.

### Products

The Boggs Tract Urban farm will be maintained by 30 Farmers, selected from the immediate neighborhood who will each rent (for a nominal yearly fee) their own garden plot. The Farmers and their families will receive, seeds, tools, and water, as well as skills-intensive training, and will eventually grow produce to be sold at an on-site farmers' market; making their products available to 2000 county residents.

PUENTES will also partner with local elementary schools, namely Washington Elementary School, in conducting educational programs in which students will learn to appreciate the pleasure and tradition of the table and deepen their understanding of the earth and its offerings.



PUENTES' Community Supported Garden will be an urban garden-to-table program aimed toward low-income families with youth in the San Joaquin area, extending the social benefits of the program beyond the immediate geographic community.

### **Financials**

As a 501(c)(3) non-profit organization, PUENTES is eligible to collect money from federal grants and plans to utilize those resources to further its social mission. From Year One to Year Three, the Boggs Tract urban farm will receive \$50,000 per year from the USDA grant. The same grant will supply the farm with an additional \$75,000 for Year Two through Year Four.

Based on projected sales from the farmers' market, The Farm will be completely self-sustainable, but will return funds back to PUENTES to support the ongoing educational programs and future farm establishment endeavors. From Year Two to Year Four, the operating revenue ranges from \$300,000 to over \$400,000.

### **Implementation**

#### Year 1

Objective 1: Outreach and Education: School, Community & On-Farm

Objective 2: Create Farm

Objective 3: Increase Capacity and Start Business

#### Year 2

Objective 1: Continue Outreach and Education: School, Community & On-Farm

Objective 2: Build the Farm

Objective 3: Build Capacity and Start Business

#### Year 3

Objective 1: Continue Outreach and Education: School, Community & On-Farm

Objective 2: Build the Farm

Objective 3: Build Capacity and Start Business

#### Year 4

Objective 1: Continue Outreach and Education: School, Community & On-Farm

Objective 2: Begin Farming and Harvesting

Objective 3: Build Capacity and Continue Business

#### Year 5

Objective 1: Continue Outreach and Education: School, Community & On-Farm

Objective 2: Begin Farming and Harvesting

Objective 3: Build Capacity and Continue Business

### **Evaluation**

PUENTES will evaluate its progress based on five categories. These categories are the farm, the farmers, schools, the farmers' market and the community. Not only will these categories provide a sense of the micro environment PUENTES is affecting, they will also provide good measures of the macro environment, which is the community itself. PUENTES should evaluate its progress at the end of every year to assess its success.



## 1.0. INTRODUCTION AND RATIONALE

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PUENTES, a human services and development non-profit organization based out of Stockton, California, seeks to empower individuals to rise above food hardship through education and community involvement. PUENTES does not give people food, it gives individuals the opportunity to grow nutritious foods for their families and community. The vision of the organization is to build a local food system, including community gardens, that improves the health and economy for families in San Joaquin County.

### 1.1. The Need

Access to healthy, nutritious and affordable food is a challenge for many low-income families. Fresh produce is typically more costly than boxed, high-calorie goods with low nutritional value - the staples of impoverished families. A lack of nutritious food sources leads to perpetual hunger, obesity, and lower levels of productivity in the workplace and school.

Minority populations in particular are often the most susceptible to food insecurity as a result of the cumulative effects of poverty, acculturation and inequality. In 2008, approximately 27 percent of all Latino households in the U.S. reported food insecurity<sup>1</sup>. Households with children also reported food insecurity at almost double the rate for those without children, 21 percent as compared to 11.3 percent<sup>1</sup>. Children who are raised without adequate nutritional food are more likely to be food insecure as adults and unable to provide for their families, perpetuating the vicious cycle of hunger, poverty and obesity.

PUENTES is based out of Southern Stockton, an area largely composed of Chinese, Latino, Japanese, and Filipino populations, and characterized by high unemployment rates and poverty. There are no accessible full-service grocery stores in the area and many residents do not have a car. Most of the “convenience” stores located in the south side of Stockton primarily sell alcohol, processed foods, and sugar-laced sweets.

Stockton’s population (over 50% minority ethnicities) faces serious food security issues:

- Fewer than 15 percent of school children in our community eat the recommended servings of fruit, and less than 20 percent eat the recommended servings of vegetables.<sup>2</sup>
- About 25 percent of what adolescents eat is considered junk food, such as deep-fried foods, desserts, regular soft drinks, candy, cookies, pies and cakes.<sup>2</sup>
- 22 percent can’t afford to feed their child a balanced meal, and 16 percent report that their child is not eating enough because the family can’t afford food.<sup>3</sup>

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<sup>1</sup> <http://feedingamerica.org/faces-of-hunger/hunger-101/hunger-and-poverty-statistics.aspx>

<sup>2</sup> CA Project LEAN, 2009

<sup>3</sup>San Joaquin Community Data Co-op Surveyed over 875 people in 2009:



## 1.2. The PUENTES Model

The proposed urban farm will address food insecurity in South Stockton by providing individuals a venue to grow nutritious food for themselves and their families, as well as provide access to healthy, affordable and culturally acceptable food to the community through the establishment of a farmers market.

The Boggs Tract Urban farm is different from other models because it is neither a traditional community garden nor a farm. It is a small scale farm, located in an urban setting, offering individual plots for farmers as well as communal areas (such as the orchard) which all farmers will maintain. Farmers will take home goods from their own plot as well as the communal crops and livestock to feed themselves and their families. The farmers will also receive payment for their contribution of time and food from their plots, which will be sold at the farmers market hosted onsite.

PUENTES' main role is to supply the initial funds and guidance necessary to establish the urban farm, and continue to provide operational support and training for a period of five years. At the end of five years, the farm will be financially self-sustaining through diversified revenue streams from farmers market sales, partnerships with various food vendors, and compost production, thereby creating a community-supported and sustainable model that can be replicated in other parts of the San Joaquin County, state, and nation.

This model is fivefold:

- Builds the skillsets of the Boggs Tract community members by providing proper training and assistance on sustainable farming practices
- Provides farmers access to land and resources otherwise difficult to obtain on their own, helping to beautify the neighborhood
- Generates sustainable stream of revenue for the farm and income for farmers through the market, instilling pride in the community
- Produces nutritious, affordable alternatives for farmers and Boggs Tract families
- Provide opportunities for enhanced social interaction and enjoyable physical activity

To ensure successful implementation, PUENTES will empower the community to be involved with the urban farm from the start. The organization has formed a Citizen's Advisory Committee (CAC) comprised of eight community leaders that have all been actively involved in the South Stockton community for many years. These leaders will bring together the farmers, generate community support, build beneficial partnerships with other organizations, and serve as advocates of all those involved in the urban farm.



## 2.0. CREATIVE BRIEF

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The PUENTES brand will be packaged in a consistent manner across its three primary communications with the public – website, educational programs and community events and PSAs.

### 2.1. Website

*Deliverables:* Website and content.

*Primary audiences:* Farmers, farmers market customers, compost customers and community partners.

*Messaging:* The overall language will be simple and easy to understand. The message will be focused on the social mission and vision of the organization, the unique business model, and the competitive advantages of the farmers market (such as local, fresh and organic produce).

*Tone and image:* The tone and imagery will illuminate the social benefits – including a healthier and more vibrant community. Customer testimonials will also add emotion and credibility to the value of the organization's services. The design of the site will be professionally done by Studio Brillante, and will appeal to the audience by utilizing earth tone colors which are calming and easy to look at, as well as tie in with the organization's environmental mission. It will have a fresh look with bold blocks of color and clean white text. The organization's social-based mission will be reflected in the depiction of various photos of engaged community members in action to gain emotional appeal.

### 2.2. Educational programs and community events

*Deliverables:* Flyers and fact sheets about the programs/event for staff and supporters to utilize in spreading the word.

*Primary audiences:* The Boggs Tract Community.

*Messaging:* The programs and events will be advertised as fun, social and educational activities to gain participants. Pertinent information will be advertised such as date/time, location, fees (if any) on flyers which will be hung in central community areas such as community centers and local churches and schools.

*Tone and image:* The tone used in advertising these programs and events will be light, fun and casual. Imagery used will enhance the social aspect of participation, as well as the educational experience.

### 2.3. PSAs

*Deliverables:* Script for radio PSA.

*Primary audiences:* The Boggs Tract Community.



*Messaging:* The PSAs will educate the community about the benefits of healthy eating by highlighting the benefits such as delicious food, home cooked meals, increased energy and overall health. The message will not focus on the ramifications of unhealthy eating. Instead, healthy eating practices will be encouraged for positive reasons and the farmers market will be referenced as a convenient and affordable way to eat healthy.

*Tone and image:* The tone used in this script will be fun and encouraging. It will refer to healthy eating as something that is not only good for listeners and their families, but also easy to do. No imagery will be used as it will be played on the radio.



### **3.0. COMPANY BACKGROUND**

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PUENTES is an acronym for Promoters United for the National Education of Sustainable Technologies. Modeled as an American version of similar work that Jeremy completed with the Peace Corps in Panama, PUENTES was incorporated in 2009 in Stockton, CA. After building sustainable farms as a Community Environmental Conservation volunteer, Jeremy wanted to motivate impoverished American citizens to build healthy, local food systems. PUENTES plans to establish an urban farm in south Stockton that will bring healthy food and work for the people that reside there. PUENTES currently maintains a demonstration garden at the San Joaquin County Fair Grounds to garner support for its efforts to come in the future.

#### **3.1. Mission Statement & Company Vision**

The mission of PUENTES is to spread the knowledge and effective implementation of sustainable technology and stimulate a critical, cooperative and positive attitude in underprivileged communities across the Americas. The company's vision is to build a local food system, including community supported gardens, to improve the health and economy of San Joaquin County families.

#### **3.2. Citizen's Advisory Committee**

PUENTES has formed a Citizen's Advisory Committee (CAC) to help spread awareness of the garden project and the diminishing quality of food in the Boggs tract area. The CAC is comprised of community leaders who are willing to reach out and inform residents of the benefits of an urban farm and farmers' market. Jeremy Terhune provides his insight from the urban farm project he worked on in Panama. Patricia Miller-Battiste contributes her knowledge gained from assisting the Calvary Assembly of God with its Community Food Pantry program and her experience with epidemiology. Patricia also helped to establish the Hmong Community garden at the San Joaquin County fairgrounds that involves children from Montezuma Elementary school and their parents. Rey Ledesma and Dale Sanders both have several years of experience with agriculture and working with students on community gardens. Eleazar Caballero will offer his talents as a Stockton native gardener and educate participating families of various methods of gardening. Maria Mendez will utilize her years of working with the Stockton Unified School District and the Park Village Apartments for recruiting families to work on the urban farm. The CAC consists of local community leaders and volunteers from different backgrounds who are uniting to fulfill the social urgency for improved food quality in south Stockton.

#### **3.3. Partnerships**

##### **3.3.1. Farmers**

The concept of creating an urban farm in south Stockton involves a group of at least 30 families working together to harvest organic foods on over 2 acres of land. The ultimate goal is to supply local residents with fresh, healthy foods, and members of the urban farm will also have the opportunity to generate income through a neighborhood farmers' market.

##### **3.3.2. Community Organizations**

PUENTES has also initiated partnerships with many community organizations, including:



- University of the Pacific, Global Center for Social Entrepreneurship
- Catholic Charities, Stockton Diocese
- Boggs Tract Community Center
- University of California Cooperative Extension: Master Gardeners Program
- George Washington Elementary School
- Waste Management

Additional details on several of these partnerships will be discussed in Section 15.5 Community Partnerships.

Overall, PUENTES will enhance social interaction, improve the quality of life, beautify neighborhoods, lower family food budgets, improve eating habits, and help reduce crime in South Stockton.



## 4.0. SITUATIONAL ANALYSIS

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### 4.1. Industry

PUENTES will be classified under the urban agriculture and city farming industry. When the farmers' market opens, PUENTES will be part of the organic farming industry.

#### 4.1.1. Urban Agriculture/City Farming

Urban agriculture (UA) is the practice of cultivating, processing and distributing food in, or around (peri-urban), a village, town or city<sup>4</sup>.

- Around 15 percent of the world's food is now grown in urban areas<sup>5</sup>.

UA involves not only maintaining a farm or garden, but also includes raising livestock and managing organic waste and water. The main motivation in urban agriculture is personal consumption and/or income generation, in addition to competition for scarce urban resources such as land, water, energy, and labor that are needed for other activities. With urban poverty on the rise, increases in urban farming would contribute to decreasing hunger and urban unemployment.

Furthermore, UA can be implemented in numerous areas.

- Between 1950 and 1990 in the U.S., abandoned lots in inner-city areas remained vacant for between 20 and 30 years in most cities<sup>6</sup>. Today, those lots are being used in areas such as New York and New Jersey to produce compost and food that results in less pollution.
- Urban commercial gardens using raised beds, soil amendments, and "season extenders" such as greenhouses produce yields 13 times more per acre than those of rural farms<sup>7</sup>.

#### 4.1.2. Organic Farming

Currently, sales of organic foods are increasing.

- Organic food and beverage sales represent approximately 3.7 percent of overall food and beverage sales in 2009<sup>8</sup>.
- Mass market retailers (mainstream supermarkets, club/warehouse stores, and mass merchandisers) in 2009 sold 54 percent of organic food<sup>9</sup>.

More organizations are entering the farming and agricultural industries to promote a healthier lifestyle, in addition to providing fresh produce to consumers.

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<sup>4</sup>Bailkey, M. and J. Nasr. 2000. From Brownfields to Greenfields: Producing Food in North American Cities. *Community Food Security News*. Fall 1999/Winter 2000:6

<sup>5</sup> USDA, *Urban Agriculture and Community Gardening* (2010)

<sup>6</sup> Martin Bailkey and Joe Nasr, "From Brownfields to Greenfields: Producing Food in North American Cities," *Community Food Security News*, p.7.

<sup>7</sup> Heimlich, R. and Bernard, C., *Agricultural Adaptation to Urbanization: Farm Types in the United States Metropolitan Area*, (Washington, DC: USDA, Economic Research Service, 1993).

<sup>8</sup> Organic Trade Association's Organic Industry Survey (2010)

<sup>9</sup> Organic Trade Association's Organic Industry Survey (2010)



While the industry is growing, it is in competition with foods marketed as “locally grown” or “natural.” The U.S. organic market is relatively new, with the USDA only adopting national standards for organics in October 2002. The USDA National Organic Program (NOP) regulates all organic agriculture in the United States.

- The United States has 4.1 million acres used for organic production<sup>10</sup>.
- 1.6 million acres were planted to organic crops and 1.8 million acres were organic pasture or rangeland<sup>11</sup>.
- Nearly 128,500 acres of cropland and nearly 66,000 acres of pasture are currently being transitioned to organic production<sup>12</sup>.

Organic farming attracts many producers because of the premium pricing they can charge on their produce, not necessarily because of the nutritional benefits.

#### **4.1.3. Similar Industry Models**

PUENTES will follow a model similar to those implemented by Growing Power and Viva Farms but with significant and unique differences.

##### **4.1.3.1 Growing Power**

Growing Power began in 1993 as an organization offering teens an opportunity to grow food for their community. Today, Growing Power is the leading example in building sustainable food systems. CEO Will Allen hosts numerous events and seminars internationally about the basics of developing a Community Food System, with healthy, high quality, and affordable food for people living in diverse communities. The land is utilized in order to produce a wide variety of produce and includes the community in its work.

PUENTES utilizes many of the strong attributes of Growing Power to create its own unique urban farm model. Similarly, PUENTES will be creating a series of workshops for community members to learn the techniques of farming from those with years of experience. In addition, by collaborating with local elementary schools, PUENTES will educate students on the benefits of growing their own food.

What distinguishes PUENTES from the Growing Power model is its ability to incorporate thirty families into the urban farm. These thirty families will not only learn to grow their own food, but will also learn business skills in order to sell their produce at a farmers’ market located by the plot. When the Boggs Tract plots become self-sustainable, these families will have the plot to hand down to their children, creating a cycle of healthy living.

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<sup>10</sup>2008 Organic Production Survey (NASS 2010)

<sup>11</sup>2008 Organic Production Survey (NASS 2010)

<sup>12</sup>2008 Organic Production Survey (NASS 2010)



#### 4.1.3.2 Viva Farms

Viva Farms, an international non-profit, was created in 2009 to develop the next generation of sustainable farmers. It wanted to remove four common barriers that farmers face<sup>13</sup>:

- Access to education, training, and technical assistance
- Access to capital and credit
- Access to land
- Access to markets

Thirty students took a “Sustainable Small Farming and Ranching” course, and once passed, were able to sublease plots from a 33-acre incubator area. This incubator area acts as a starting point for these farmers to put their skills to work, and once farmers establish “stable agricultural enterprises,” Viva Farms finds them new areas of land to cultivate. A loan fund and educational loans with low interest rates help minimize the new farmers’ startup costs.

Similarly, PUENTES will be selecting community members to participate in its project. Training will be provided through a series of workshops and afterwards, the families will be able to lease a 20’ x 20’ plot on PUENTES 3-acre Boggs Tract location. In addition, PUENTES is creating a model that can be replicated in other areas and diminishing the barriers that farmers’ face in entering the agricultural industry.

#### 4.2. Product

PUENTES will make a significant contribution to building socially equitable communities and overall community development in San Joaquin County by motivating disadvantaged families, senior citizens, and youth to break the cycle of childhood obesity and other food related health issues surrounding inadequate diet, poor eating habits and a lack of access to healthy whole-foods. Starting with just one main project, PUENTES plans to diversify its product line to increase community involvement and a healthy lifestyle over time.

Initially, PUENTES is starting with providing 250 San Joaquin County residents with workshops on cooking, gardening, and planning healthy diets. From here, PUENTES will select 30 families to receive their own garden plot, seeds, tools, and water, as well as training on 2.5 acres of land, with an on-site farmers’ market will making their produce available to 2000 county residents. PUENTES plans to sell compost to the local community and farmers near or around Stockton.

#### 4.3. Company

PUENTES is a human services and development organization that does not give people food, but the opportunity to grow for their families and community. The main goal is to empower men and women to feed their families healthy food by working in their own community gardens.

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<sup>13</sup> Summary, <http://www.vivafarms.org/>



Currently, PUENTES is in advanced negotiations for garden acreage in South Stockton. PUENTES will increase access to healthy food and physical activity at the neighborhood level by developing the first Community Supported Garden there. The organization has developed a budget for the garden that will provide everything from seeds to liability insurance.

Moreover, PUENTES is currently in the process of acquiring seed money, grants, and federal dollars to support the first five years of the program. This includes funding for the plots of land, seeds, compost, and other aspects of farming. Through its farming workshops, PUENTES will teach “practical everyday” life skills on a working urban farm. PUENTES is also establishing relationships with local elementary schools to help students learn about gardening, nutrition, and healthy eating habits. A garden-to-table curriculum is being developed that will be taught by UC Davis Master Gardeners and funded by PUENTES.

Within the first two years of operation, PUENTES will become a “sustainable non-profit” by adding an economically self-sustaining farmers’ market, allowing families to earn approximately \$1,400 monthly income. After being fully sustainable within five years, the urban farm and PUENTES will separate, with the urban farm becoming a separate entity, and PUENTES moving elsewhere to generate a new urban farm in a needed area, using the “cookie-cutter” strategy.



## 5.0. SWOT ANALYSIS

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### 5.1. Strengths

<p><b>Strengths</b></p> <ul style="list-style-type: none"> <li>- Jeremy Terhune, Director and CEO of PUENTES</li> <li>- Location of Plot</li> <li>- Volunteers within Community</li> <li>- Growing Power</li> </ul>	<p><b>Weaknesses</b></p> <ul style="list-style-type: none"> <li>- Inflow of Money</li> <li>- Zero Paid Staff Members</li> </ul>
<p><b>Opportunities</b></p> <ul style="list-style-type: none"> <li>- Need of Nutritious Foods</li> <li>- Easily Accessible for Targeted Group</li> <li>- Diverse Urban Farms</li> <li>- Educational Tool for Elementary Schools</li> </ul>	<p><b>Threats</b></p> <ul style="list-style-type: none"> <li>- Regulations</li> <li>- Unpredictable Weathers</li> <li>- Volunteers</li> <li>- Grants Funded</li> <li>- Contract-Free Families</li> <li>- Families' Background</li> </ul>

One of PUENTES greatest strengths is having Jeremy Terhune. Jeremy is the director and the CEO of PUENTES and he has the experience from doing a similar project back in Panama when he was in the Peace Corp. The location of the plot is determined based on the needs around the area. PUENTES accesses the needs of nutritious foods in the area as well as if there are any vacant lots for the project. Because this project starts based on needs and available space, PUENTES will not put plots in locations that are not in desperate need.

There are a lot of people in the community who have volunteered to be a part of this project. These volunteers are the people who will help set up the farms but not the families who will be farming and selling the produces. Growing Power is another organization that has similar ideas as PUENTES, which Jeremy has a personal relationship with the founder Will Allen. Growing Power is successful at what it does since 1993 and because of the relationship Jeremy has with this organization; PUENTES is able to gain access to William's expertise. PUENTES can follow the model Growing Power has set in order to become a successful enterprise.

### 5.2. Weaknesses



The inflow of money heavily relies on approved grant applications and PUENTES will not start generating revenues until the second year of the project. There are no paid staff members in PUENTES. Jeremy Terhune, the director and CEO of PUENTES, is partly committed to this project; however, he is not paid for what he does. PUENTES needs to have at least a few paid staff members who will commit to this project in order to have it get started immediately. Because there are no dedicated paid staff members on hand, it is hard to get the project started.

### **5.3. Opportunities**

The need of nutritious food in this particular community is very strong because there are only liquor stores around the area and not any actual grocery stores with healthy selections of food. Most of these people in this community do not have the transportation to reach the grocery stores to buy food; therefore, they make their ways to the liquor stores to purchase “empty-calories” junk food. There are farmers’ markets nearby in Stockton, but since the targeted group of people in this project are unable to gain access to these markets due to the lack of transportation; it will be ideal for them to farm their own food and make a profit doing so. Not only will this farm allow these people to have nutritious food, it will also provide a source of income for the farmers and their families.

The farmers will grow different produce in different seasons of the year and will raise different types of livestock and fish on the plots. This project will be an educational tool for nearby elementary schools. 30 students from Washington Elementary School will learn about gardening, nutrition, and healthy eating habits. By educating these students, there will be an expectation that they will spread the knowledge they have learned through the project to their families and friends. It is also important to educate the younger generation early on of the importance of having nutritious foods instead of junk foods.

### **5.4. Threats**

Since there will be crops, livestock, and fish, PUENTES might face some problems with regulations especially with the livestock on the farms. Unpredictable weather could result in mild to severe damage to the plot, which could then lead to losses. PUENTES will have to consider the recovery period and costs associated with such potential setbacks. Since these are volunteers, they might quit at any time without any given reasons. This might cost money to replace them and might have to find contractors to finish what these volunteers have started. This project is mostly based on grants being funded from different sources. Because this is the case, there is no guarantee of the inflow of cash.

PUENTES can apply for as many grants as there are out there, but they will not do the organization any good if none of them get approved. There are 30 families that will participate in this project who will farm and maintain the farm, but there is not a contract that binds them to the duration of the project which is likely to last longer than two years in the short-run and up to many more years in the long-run. It is hard to make these thirty families to commit for the future. PUENTES does not have any of the families’ backgrounds and it can be risky for PUENTES because its success depends on these families who will be farming.



## 6.0. OPPORTUNITY ANALYSIS

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Many opportunities are available to PUENTES. Using the concept of an urban farm, that has been used in other areas before, to sustain families with a source of income and fresh produce. Starting with a simple farm, PUENTES plans to expand its project to include an educational program through local elementary schools, a box program, and farmers' market. This is highly beneficial for the South Stockton area, where most of the convenience stores primarily sell alcohol, processed foods, and sugar-laced sweets. It is estimated by the CA Food Policy Advocates that 44,000 people in the San Joaquin County eat less than 3 meals per day.

PUENTES provides families with the opportunity to grow their own fresh, organic produce, in addition to learning the basic business skills needed to sell their produce at a farmers' market in the future. According to a San Joaquin Community Data Co-op survey of 875 people in 2009, 22 percent couldn't afford to feed their child a balanced meal, and 16 percent said their child was not eating enough because the family couldn't afford food. In addition, CA Project LEAN reported in 2009 that fewer than 15 percent of school children in our community eat the recommended servings of fruit, and less than 20 percent eat the recommended servings of vegetables. Families willing to work with PUENTES benefit from learning new skills and passing them on to their children.

Furthermore, they will be able to provide fresh produce to their children, giving them a healthier and more balanced diet. PUENTES will also have the opportunity to improve nutrition and lower food costs, which will greatly attract the community to get involved with PUENTES. Recreation, exercise, therapy, and education are other areas PUENTES is looking to expand into. With its elementary school program, it will begin to educate younger ages about nutrition and health. Urban farming and the farmers' market will allow for intergenerational and cross-cultural connections among the community because various ethnicities and age groups work together and attend these events. The CAC, through personal relationships, has already determined some families that are willing to participate in the program, showing that there is a general interest in the community for creating an urban farm.



**7.0. COMPETITOR ANALYSIS**

**7.1. Direct Competition**

<b>Product/ Service</b>	<b>Organization</b>	<b>Price</b>	<b>Similarities</b>	<b>Differences</b>	<b>How is PUENTES superior?</b>
Gleaning Program	Stockton Harvest	\$1 per pound of produce	Affordable produce, urban farming by Stocktonians, no pesticides	Only 1 service provided by 1 person	Leverages underutilized agricultural skills, educational programs
Supermarket	Rancho San Miguel	Varied	Fresh produce, similar location	Marked-up prices	Affordable, no pesticides
Junk food & cheap produce	Liquor stores in South Stockton (MC Liquors, Sonoma Market Food and Liquor)	Varied	Produce sold in multiple stores	Empty calories, unhealthy, produce not locally grown	Healthy food, educational, affordable
Food & Educational Programs	Food Bank of San Joaquin	Free	Educational programs, Brown Bag Program	Free food donated to families in need	Local families learn & grow own produce, urban greening
Fresh produce & seafood	Downtown Stockton Farmers' Market	Varied	Locally grown produce, affordable, similar location	Not conveniently located for Boggs Tract community	Local families empowered to grow and sell own produce
Free food	Boggs Tract Community Center	Free	Brown Bag Program for seniors for yearly fee	Free food distribution every month and during holiday season	Community involvement, urban farming



**7.2. Compost Competitors**

Type of Compost	Uses	Organization	Price	Location	How is PUNTES superior?
Equine (Horse) Compost	Roses, shrubs, citrus trees, mushrooms	Epona Farms	Free	Between Galt and Lodi	Vermicomposting, variety of uses, high quality, numerous nutrients, moderates soil temperatures, long-term benefit for the environment
Supersoil, Miracle Gro, Hyponex	Various uses depending on brand	Scott's Company	Varies	Various home improvement stores (Home Depot, Lowes, Orchard Supply)	
Redwood Compost	Use with other compost	L.H. Voss Materials	Varies	Stockton	
Varies by farm	Various uses	Farms	Varies	Stockton, Lodi	



## **8.0. PROPOSED BUSINESS MODEL**

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### **8.1. Creation of a New Entity**

The goal for PUENTES is to develop the Boggs Tract Urban Farm (referenced as “The Farm” for this section), and will be incorporated as a not-for-profit 501(c)(3) company. The project will take two years to establish and for the following three years, PUENTES will continue to work in partnership with The Farm to make the project as self-sustaining as possible. In its early stages will be incubated by PUENTES directly. The Executive Director of PUENTES, Jeremy Terhune, will be the first President of the Boggs Tract Urban Farm, and will decline salary for his services. The PUENTES Committee Action Committee will be appointed as the Board of Directors for The Farm, and will act in a guiding and mentoring capacity, coordinating the education efforts of PUENTES with the nutrition and economic missions of The Farm.

### **8.2. The Boggs Tract Urban Farm, Inc.**

The Farm will have 2 full-time employees to work as Executive Director and Farm Operations Coordinator, and 30 families whom will also be partners of The Farm; legally employed part-time through the family’s head-of-household. The exact amounts of compensation for the full-time employees has not yet been determined at this time, but the families will each receive an amount, dispersed monthly, for their fruits of their collective labor. Each family will be given usage of a small plot on the grounds, on which they will be able to grow pre-designated types of crops, and will be given the instruction and materials necessary to do so. The crops will then be split between the family itself for its’ own needs, and a pre-determine amount which will then be sold at a Farmer’s Market. Each of the families will also be responsible for a portion of the collective care for the rest of The Farm’s facilities, and the full-time manager shall be responsible for the distribution of those duties.

All profits borne from the sale of produce, compost etc. that are not paid out to employees will be re-invested into the Farm itself, either to pay off debts or acquire new equipment. PUENTES will lease the 2.5 acres of land in Boggs Tract; the lease is intended to be a renewable lease after 5 years. By the end of the first year, The Farm will establish an on-site farmers market, which will offer healthy fresh produce to San Joaquin residents.

### **8.3. PUENTES’ Organizational Role**

PUENTES’ Community Action Committee (CAC) will spearhead the recruitment of 30 families from the neighborhood to maintain their own garden plots. This Community Supported Garden (CSG) program “...will not just provide affordable, culturally acceptable produce to underserved neighborhoods; [it] will enhance social interaction, improve the quality of life, neighborhood beautification, lower family food budgets, improve eating habits, and help reduce crime in South Stockton.” These families “...will be given free water, seeds, access to compost, tools, and educational activities to help them grow their own food.” Marcy Hackman, a master gardener



from UC Davis, will help these families develop the farming/gardening skills necessary to maintain their own plots.

#### **8.4. PUENTES' Educational Role**

At the start of the project, PUENTES will conduct 10 workshops with 250 community members of Stockton, CA. These workshops are to include lessons on cooking, gardening, and organizing healthy diets. Specifically, the information in these workshops will range from composting, seed saving, and integrated pest management to basic nutrition and cooking. These initial workshops will occur at schools and community centers in neighborhoods of greatest needs in San Joaquin County. These workshops are set at a target date of January 1, 2011 and will culminate by December 31, 2011.

During the first year of operations, PUENTES will partner with a class of 6<sup>th</sup> grade students from Washington Elementary School in Stockton to create a classroom garden. From this, not only will 30 students from the school learn more about gardening, nutrition, and healthy eating habits but PUENTES will learn how to develop and refine a garden curriculum that works. The students will be given basic gardening techniques from UC Davis Master Gardeners. The students will plant, cultivate, and harvest the plot and then learn how to cook the vegetables they grow with a Master Chef (local business owner).

The expected outcome from this farmer's market will be to have at least "...2000 San Joaquin County residents gain increased access to nutritionally adequate and culturally acceptable vegetables to complement their diets." During the second year, PUENTES will develop a 2<sup>nd</sup> school garden in San Joaquin County (possibly in McKinley Elementary School). Using the success, curriculum, and work plan from the first school project, PUENTES plans to have similar outcomes with at least 20 more students gaining knowledge about eating healthy.

Within the first two years, PUENTES plans to initiate a community supported agriculture (CSA) box program, using the produce from The Farm. This program will help deliver a box of healthy and culturally appropriate vegetables to senior citizens who are physically unable to garden. A possible method for supplying these boxes filled with healthy food can be from local business owners, such as Stockton Harvest. PUENTES expects to positively affect the lives of at least 20 senior citizens by providing access to healthy foods. Also, at least 10 of these seniors will have the opportunity to share their cultural heritage with younger generations at the community garden plot.

#### **8.5. PUENTES' Future Role**

The purpose of establishing a separate entity for The Farm in Boggs Tract is so that PUENTES does not have to remain involved in the running of The Farm past the point that it becomes profitable and self-sustaining. Projecting in approximately five years' time, PUENTES will remove itself from the picture entirely; having electing other community members to serve on



the Board of Directors over time. The Board of Directors will at that time elect a new Farm Director to replace Jeremy, and it will be at the personal discretion of any PUENTES member to remain involved with The Farm past that point.

PUENTES as an organization hopes to then move on to other similar locations in San Joaquin County to continue the success of promoting a healthy eating lifestyle, through the establishment of similar Urban Farm projects. It will be the decision of The Farm at that point how involved they would like to be with the establishment of other similar farms, but the concept is that the establishment of other farms can be assisted by this Farm and the revenues it will sustain through its various business operations. It is the eventual goal of PUENTES to then take the project concept beyond San Joaquin County and move on to other locations throughout California to help impoverished citizens gain access to more healthy and affordable food.



## 9.0. OPERATIONS PLAN

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### 9.1. General Operations

#### 9.1.1. Financial Costing

All costing/pricing information for items in this operations plan can be found in Section 14 of the Business Plan, Financial Projections. On-site positioning of all equipment and assets will be in accordance with The Boggs Tract Urban Farm Map, seen below.

#### 9.1.2. Facility Location Map

-411 South Ventura Avenue Boggs Tract, CA 95203



#### 9.1.3. Personnel

##### 9.1.3.1 Farm Director/Chairman of the Board

- Job Description: To be the lead representative of the company, to facilitate the hiring of the Executive Director, the Farm Operations Coordinator, and the 30 Farmers. The Farm Director will also serve as the Board Chairman for The Boggs Tract Urban Farm Board of Directors, and acts as a non-voting impartial leader in Board Meetings.
- Recommended Salary: N/A

##### 9.1.3.2 Executive Director

- Job Description: To be responsible for all business dealings of the farm, to ensure that Farmers are provided with the necessary tools and resources to be successful. The Executive Director will ensure that the mandates of the Board of Directors are communicated effectively to all



applicable parties, and that all partners and allies of The Farm are utilized efficiently and appropriately. The Executive Director will ensure that all laws and regulations are followed on the premises, and will be the mediator of all conflict that may occur between workers and partners. The Executive Director reports directly to the Chairman of the Board.

- Recommend Salary: \$45,000 per year

#### **9.1.3.3 Farm Operations Coordinator**

- Job Description: To work with the Farmers and their family members to ensure that the Farm and all of its facilities are maintained properly. The Farm Operations Coordinator will ensure that Farmers are held accountable for their actions, and will implement and enforce inventory tracking and quality control systems. The Farm Operations Coordinator reports directly to the Executive Director.
- Recommended Salary: \$30,000 per year

#### **9.1.3.4 Board of Directors**

- Job Description: To advocate and guide the social mission and educational purposes of the Boggs Tract Urban Farm, using all possible resources at their disposal. The Board of Directors will be comprised of 7 members, including the Chairman of the Board, and serve 2 year renewable terms. In the event that a member of the Board can no longer fulfill their duties, the Chairman will temporarily assume that member's responsibilities until a replacement member can be elected.
- Recommended Salary: N/A

## **9.2. Physical Assets**

### **9.2.1. Farm and Orchard**

- Will be cleaned and rehabilitated by the Port of Stockton upon conference of the lease, per the lease agreement.
- Partner families will be earning their initial pay for their work on the rehabilitation of this field and the construction of each of the farm elements

### **9.2.2. Hoophouses**

#### **9.2.2.1 Aquaculture (2) Hoophouses**

- Contains Tilapia Tanks
- Dimensions are 20 ft. x 50 ft.

#### **9.2.2.2 Chickens' Hoophouse**

- Contains Chicken Coops and Mushrooms
- Dimensions are 20 ft. x 50 ft.

### **9.2.3. Exterior Fencing**



- Chain-Link Fencing around the entire property
- 9.2.4. Composting Paddock**
  - Dimensions are 52 ft. x 75 ft.
- 9.2.5. Storage Shed**
  - Located in the center of the property, houses all equipment needed for Farm activities
  - Dimensions are 8 ft. x 6 ft.
- 9.2.6. Mobile Office Trailer**
  - Rented from WillScott Mobile Office to provide for working space for the paid employees,
  - Dimensions are 8 ft. x 20 ft.
- 9.3. Equipment**
  - 9.3.1. Permanent Equipment**
    - Irrigation Piping, and Faucets for each plot
  - 9.3.2. Temporary Equipment**
    - Construction Equipment, which will be lent or borrowed in kind for the purpose of getting the farm up and running
    - Garden Tools
    - Portable Toilet Unit – rented from Stockton Waste Management
- 9.4. Special Requirements**
  - 9.4.1. Zoning**

The land which is to be utilized for the establishment of the Urban Farm is owned by the Port of Stockton and will be leased directly to PUENTES LandMaster Parcel ASN: 14508001

    - 411, 502, and 466
  - 9.4.2. Water and Power Needs**

The California Water Company will be the source of all water used on the property, and a water meter/hook-up will be installed on the Southeast corner of the property. The first year of water needed will be donated in-kind from the Water Company to support the initiative of the project, and will be paid for at market rates beyond that time. The needs for electric power will be satisfied through the purpose two diesel generators, which the farm will purchase, maintain, and operate on a needs-basis.
  - 9.4.3. Security**

The Port of Stockton has stated that they will include The Farm in their nightly Security Patrol Loop, meaning that a Port Security Vehicle will pass by the property in the evening hours and provide a deterrent for would-be criminals. Chain-link fences will surround the property, and motion-sensor lighting will be installed on the exterior and interior



## **9.5. Production**

### **9.5.1. Methods**

UC Davis Master Gardeners will be the principle authorities on the methods of growth, and will consult throughout the process, delivering reference materials in addition to their instruction to ensure proper technique is utilized. Their professional staff as well as thorough research collected from Growing Power, Inc. will be the ultimate determining factors for planting and growing methods.

### **9.5.1. Quality Control**

The farm will be moving towards becoming certified organic, and for that reason, continual and periodic testing for the soil content will take place, coupled with inspections of the produce in accordance with Health Department regulation.

## **9.6. Inventory**

### **9.6.1. Inventory Tracking System**

Will be managed and monitored by one of the full-time employees, who will then be responsible for the content to the President. The tracking system has not yet been developed, but will be developed on site by the full-time employees once The Farm is in operation.

## **9.7. Feasibility**

A number of Feasibility Studies have been conducted and/or are being utilized for the creation and construction of this Farm, both in concept and in reality. PUENTES itself created a Feasibility Study before it was decided to go forward with the Business Plan creation for the project. Since that decision to move forward, two other business models have been evaluated in detail to frame the project. Milwaukee Based Growing Power has two ongoing Urban Projects which are similar, but by no means the same, and they both were also helpful in the forming of this model; GP Chicago Urban Project, GP Milwaukee Urban Project.

## **9.8. Funding Options**

In the initial stages of setting up this project, PUENTES will acquire seed money, grants and federal dollars to support the first 5 years of the program. Currently, members of the board are working on a grant for \$25,000 and a 3 to 1 match from the California Endowment. PUENTES has already received \$4,000 from private donations to start the project. Also, board members are currently putting together a grant proposal to receive USDA money.

Another, last choice option would be to apply for a small business loan through a local bank. The drawback to this is that PUENTES will not be able to provide collateral for the loan, but there might be other options to overcome this. In addition, there are volunteers who are ready to help with any part of the process. For example, there are volunteers ready to bring out tractors to cultivate the soil before planting.



## **10.0. MARKET RESEARCH**

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The research which PUENTES will need to secure in the immediate future is in regards to the target market of customers, and the expected basis of employees/owners. Over the course of developing grant proposals and the original feasibility study, much of this information has already been obtained and published. Rather than duplicating efforts, the statistics, facts, and figures gleaned from those sources have been reformatted and included as background research. In addition to outside research, we have conducted two independent surveys on populations in the Stockton area, one of which we do not have the results back on at this time.

### **10.1. Researching the Need**

The target market of customers has already been established and defined as the low-income residents of South Stockton. The primary source of data is California Project LEAN; utilized to identify demographics and food needs of residents of different age groups. We have identified that the data pertaining to the needs for food, food insecurity, and nutrition which were provided by the results of the study are sufficient and do not require further investigation.

However, we have identified the need to individually survey students in grades lower than 6 at Washington Elementary School who would be potential participants in this program in the years to come. This survey's purpose would be to first and foremost contrast their responses concerning food security with those found in the aggregate survey, and secondarily to gauge their interest level in participating in the urban farm development project.

#### **10.1.2. CA Project LEAN 2009 - Nutrition and Youth Health Statistics**

- Soda Consumption has doubled in the last 20 years
- Only 1 in 10 young women and adolescents consume the recommended daily amount of dairy products
- Children receive 50% of their calories from added fat and sugar, and only 25% of what children eat is considered sugar, fats, sweets, less than 15% of what they eat is fruits and less than 20% is vegetables
- Increased dental problems associated with the consumption of these products have been associated with approximately 51 million missed hours of school amongst 5-17 year olds.
- Increased cases of Type 2 Diabetes have been logged in recent years, as many as 30,000 of them, for a disease that was once limited to adults.

#### **10.1.3. UCLA Health Brief June 2007 - Food Security, Low-Income Adults**

- SJ County 30.01-32% Food Insecurity Rate for 18 and over 200% Poverty Level
- 22.8% Participation in Food Stamp Programs Amongst eligible recipients

### **10.2. Researching the Customer**



PUENTES is planning on relying upon the CAC to secure the approximately 30 families that will be needed to operate the The Farm, projecting that each member has at least 5 families that are interested in participating. We have identified that more quantitative data is required to both inform and receive feedback from those families on the project, gauging their interest and knowledge levels.

To that end, our team constructed and conducted two market research surveys, the results of which can be found below.

CA, our team conducted a convenience questionnaire with patrons of the Farmer’s Market located beneath I-5 just a few miles from Boggs Tract.

**10.2.1. Washington Street Farmer’s Market Customer Survey**

In order to gain regional-specific information concerning the customers of a traditional farmers market, our team surveyed patrons of the Washington Street Farmer’s Market; a weekly temporary-location based Farmers Market only a few miles from the Boggs Tract Community. Thirty market patrons were surveyed and the findings of the survey questions are below. The exact questions of the survey itself are available upon request.

**10.2.2.1. Washington Street Survey Results**

Gender:	57% Female, 43% Male
Age:	37% 30-40 yr. old, 23% 41-51 yr. old, 20% 19-29 yr. old
Household Size:	53% 4-6 members, 40% 1-3 members
Ethnic Background:	77% Asian, (no other group above 7%)
Annual Household Income:	40% \$20k-\$50k, 20% <\$10k, 13% >\$100k
How found out about FM?	93% Word of Mouth
How often do you go per month?	40% 4+ times, 37% 2-3 times, 20% 1 time
How far are you willing to go?	63% 5+ miles, 20% 3-4 miles
How much spent per week?	83% \$20-\$50
Where else shop for food?	Costco, S-Mart, Food 4 Less
What do you typically purchase?	93% Vegetables were one of main reasons

**10.2.2.2. Washington St. Survey Conclusions**

Although the demographic of this Farmer’s Market is quite different from the demographic that we expect in Boggs Tract, we expect certain responses regarding frequency, magnitude, and motivations to purchase to align with responses to come in the Boggs Tract Survey. We will be able to draw more conclusions when able to compare this data with the data from the other survey.

**10.2.2. Boggs Tract Community Survey**

In order to gain more specific information about the target demographic community, we constructed a personal survey for the residents and potential partners of The Farm in the Boggs Tract area. The purpose of this survey was fourfold: to verify the



demographic information acquired from other sources, to identify potential skills or previous experience of particular benefit, to survey current nutritional and economic conditions at the unit-level and to solicit recommendations for products & services desired that The Farm could potentially provide.

**10.2.1.1. Boggs Tract Survey Results**

The results of this survey have not yet been realized, due to delays with translation into Spanish/English versions and the time consuming nature of the survey method. We expect to see correlations between the results of both surveys

**10.2.1.2. Boggs Tract Survey Conclusions**

Our primary concern in this regard is whether or not the CAC members will be able to produce a sufficient number of quality candidates for the project. Quality candidates would be considered to be those with prior farming/growing experience, demonstrated dedication to community efforts, and a genuine interest in being a part of an ongoing project to provide quality food to the community. Based on the results of this convenience survey, we may find it necessary to extend beyond the reach of the CAC members and pursue other potential families to become involved with the project.



## 11.0. MARKET SEGMENTATION AND TARGET MARKET

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### 11.1. Market Segmentation

The Boggs Tract Urban Farm has the potential to appeal to multiple market segments including farmers, farmers' market customers, and compost customers.

Research has shown that customers are willing to travel more than 5 miles on average to attend a farmers market. Therefore, though the farm and the subsequent farmers market (with its organic products) may appeal to the whole city of Stockton, PUENTES is specifically concerned with focusing on the Boggs Tract community as being the primary market for farmers and farmers market customers.

### 11.2. Target Marketing

PUENTES has identified five different target audiences which The Farm will cater to:

#### 11.2.1. Farmers

PUENTES is looking to reach residents in the surrounding Boggs tract neighborhood who can directly benefit from growing their own food and are willing to commit time and energy into the farm. Residents of the Boggs Tract Area will be invited to purchase a 20x20 plot to grow and manage crops with the help of PUENTES and its partners.

#### 11.2.2. Farmers Market Customers

The objective of executing the farmers market is to directly impact the food habits of the Boggs Tract community. Therefore the target market for the farmers market will be the residents in the surrounding Boggs Tract community. As mentioned, farmers' market customers are generally willing to drive to a desirable farmers market, and the market will have the additional appeal of offering organic goods, making organic-seekers outside the Boggs Tract community a secondary target market.

#### 11.2.3. Compost Customers

Although the organization could market the compost towards farmers all over Northern California, it will be most logical to target the home gardeners and businesses located in and around Stockton. Residents of Stockton can purchase bags of compost directly from the farm and at the farmers market. Commercial farmers throughout Stockton and Lodi will benefit from the increased availability of premium compost. Commercial customers will be businesses looking to obtain a high quality product at a competitive price, while contributing to a mission of social responsibility. These customers will be sought after through relationships developed by the members of the farm, and PUENTES.

#### 11.2.4. Partnerships

##### 11.2.4.1. Educational Institutions and community organizations

Students at Washington Elementary school will participate in a garden-to-table curriculum that will provide them with extensive knowledge of nutrition and healthy foods. Additionally, in concordance with the Boggs tract community center, the school will also help to host various programs and classes for the neighborhood.



Other mutually-beneficial partnerships will be fostered to educate the community and leverage resources.

#### **11.2.5. Retail Customers**

In addition to community partners, revenue-generating partnerships are a large part of the sustainable plan for the Bogg's Tract Urban farm. Personal relationships through Jeremy Terhune and CAC members will lay the initial groundwork for these prospective partnerships. The following are the types of partnerships that PUENTES will pursue (some of which are already currently being secured):

##### **11.2.5.1. Wholesale Purchasers**

- Bon Appetit, which is the sole food provider to University of the Pacific and purchases in bulk to prepare campus meals
- Other restaurants and school cafeterias

##### **11.2.5.2. Health-food Retailers**

- Whole Foods
- Trader Joes



**12.0. PROPOSED POSITIONING**

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PUENTES will position the Boggs Tract Urban Farm as a beacon of hope and change for the Boggs Tract community, which has been stigmatized as a dangerous and undesirable area for many other businesses. PUENTES will tout a community-supported model, employing and serving local Boggs Tract residents.

To the Boggs Tract community, the urban farm will serve as an employer, a retailer, a provider of community programs and a place for enjoyable social interaction. It will provide neighborhood beautification and instill community pride. Community partners will associate the urban farm as an organization initiating necessary social change and a beneficial organization to partner with.

The farmers market will be known for affordable, quality healthy food that fits in with the cooking culture of the demographics of the community. It will offer a wide array of items from produce to honey, milk and compost.

To retail and compost customers, the urban farm will offer quality products at competitive prices with an additional social responsibility aspect that will appeal to the customers who will feel good about aligning themselves with an admirable cause.

**13.0. 4P's**

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<p><b>Product</b>                  Compost/Vermicompost                  Legumes &amp; Nuts (walnuts, almonds, beans)                  Vegetables (carrots, corn, asparagus, potatoes, watercress, onions, sweet potatoes, yams, artichokes, taro)                  Fruit (pumpkin, cucumber, cherries, tomatoes, apricots, lemons, apples, blueberries, melon, strawberries, oranges, limes, pears, jalapeños, habanero, Serrano, mangoes, papayas, avocado, plums)                  Herbs (basil, cilantro, rosemary)                  Chicken &amp; eggs                  Goat milk                  Honey                  Tilapia</p>	<p><b>Promotion</b>                  PSA                  Newspaper                  Radio                  Special Events                  Educational Programs through Schools                  Website                  Word-of-mouth                  Partnerships</p>
<p><b>Place</b>                  Boggs Tract plot                  Washington Elementary School</p>	<p><b>Price</b>                  USDA current agricultural prices</p>



## 14.0. STRATEGIC MARKETING

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In order to achieve its vision of building a healthy, sustainable Boggs Tract Community, PUENTES recognizes three primary goals:

- 1) Educate the community on the importance of healthy eating;
- 2) Provide healthy and affordable alternatives that are culturally appropriate to the area;
- 3) Build a sustainable urban farm that brings in revenue to cover farm operations as well as pay farmers for output.

PUENTES has identified five primary strategies to reach its various target markets and fulfill these three objectives: educational community programs, special events, website, personal selling and word of mouth promotion, and partnerships.



### 14.1. Educational Community Programs

PUENTES recognizes that the current unhealthy lifestyle was cultivated over time, due to an acceptance of poor food choices resulting from unavailability of healthy and affordable options. Thus a change to healthier eating habits will also take time, as the community needs to be educated on the importance of healthy eating practices. PUENTES will partner with organizations with similar missions to initiate several educational programs to teach and facilitate the practice of healthy eating habits.

#### 14.1.1. Sustainable Farming Workshops and Nutrition and cooking classes

Farming workshops will be conducted to educate farmers how to grow produce year-round in a sustainable manner. The importance of sustainability will be taught in a way that is relevant to the farmer (such as optimal year-round production) to encourage sustainable practices. These workshops will be available to Boggs Tract Urban Farm farmers as well as local farmers from the community.



Catholic Charities, Stockton Diocese, has agreed to collaborate with PUENTES by coordinating nutrition and cooking classes for senior citizens using food grown on the Boggs Tract Urban farm. This will not only promote healthy eating practices, which can be passed on to family members and other generations, but it will also enhance social activity for residents.

In the first year of operations, PUENTES plans to work with Catholic Charities and other community partners to conduct 10 workshops held in the Boggs Tract Community Center to education on healthy cooking, gardening and dietary planning to 250 residents.

#### **14.1.2. Garden to Table Programs**

PUENTES will develop a garden to table programs with elementary schools, starting with 6th grade students at Washington Elementary school, in January 2011.

The garden to table program is a model that has been used nationwide to provide hands-on learning opportunities for students so they can learn healthy and sustainable lifestyles. (See <http://www.gardentotable.org> for a popular model of this program.) Through planting, weeding and harvesting their own produce, students will develop a stronger understanding of nutritional value and build a stronger connection with the food they eat, training them to make healthy food choices. Other benefits of the program include light exercise and a stronger appreciation and sensitivity to the importance of the environment.

Sixth grade students are an ideal age to engage, as they are impressionable and adaptable to developing new, healthier eating practices, which will continue throughout adulthood and passed on to other generations. Washington Elementary School is also the ideal school to partner with, as it is closely located down the street from the Boggs Tract Urban farm site (approximately 0.25 miles), with enrolled students being residents of the community and direct benefactors of the Boggs Tract Urban farm and eventual farmers market. Through the garden to table program, PUENTES will be able to promote healthy eating practices and sustainable gardening with the children, who will bring home knowledge to their families and initiate the break in the chain of poor generational eating habits prevalent in the community.

A partnership with one Washington Elementary 6th Grade teacher will result in a program participation of approximately 30 students. A review of the success of this program and its curriculum will be evaluated at the end of the first year. Adjustments to the curriculum will be made and partnerships with other schools will be pursued.

#### **14.1.3. Public Service Announcements (PSAs)**

PUENTES will incorporate mass media strategies such as PSAs to educate the community. PSAs are a great vehicle since they are free to run and many radio stations also frequently record the spot free of charge.



The PSAs will include the following content:

- **WHY - Positive outcomes of eating healthy**, such as increased energy, enhanced ability to focus and increase performance in work and school, weight loss, less health problems, and fewer health-related bills. These outcomes will be aligned with valid reasons that Boggs Tract residents care about.
- **HOW - Ways to get involved with healthier eating habits**, such as the PUENTES nutrition and cooking classes, cooking family meals at home (which also saves money).
- **WHERE - Places to get *affordable* healthy food**: From the farmers market, citing market location/days/times (starting in year two of the Boggs Tract Urban farm operations) as well as any other community partners.

Possible radio stations to run PSAs include:

Station	Type
KJOY (99.3 FM)	Adult contemporary, light Rock
KBES (89.5 FM)	Ethnic
KOSO (93.1 FM)	Hot Adult Contemporary
KBBU 93.9 FM	Spanish
KTSE (97.1 FM)	Spanish, Radio
KWIN (97.7 FM)	Top 40, Radio
KMIX (100.9 FM)	Spanish
KJSN (102.3FM) Sunny 102	Light Rock
KSTN (107.3 FM)	Spanish
KSTN (1420 AM)	Rhythmic Oldies
KVCR (1570 AM)	Spanish

The PSA will ideally run on a minimum of 3 stations, which will include a Top 40 station, an Adult Contemporary/Light Rock station, and a Spanish/Ethnic station.

**14.2. Website**

To better serve active information seekers, customers (farmers market and compost), and potential community partners, PUENTES will upgrade its current website. PUENTES has sought the help of Suzanne Bastear of Studio Brillante, to design and develop a new website which will offer a fresh, professional design and easy to navigate layout to include - general information on PUENTES, compost product and Farmers Market information, project and program updates and additional resources for community members.

The website will be managed by the easy-to-use Wordpress interface, making the update process simple for any authorized PUENTES member.



### 14.3. Special Events

In addition to ongoing events such as workshops and classes, special events are critical to the marketing of the Boggs Tract Urban farm for many reasons:

- Further integrate the organization into the community
- Spur curiosity and participation from residents
- Provide opportunities for additional partnerships
- Garner publicity for the farm, thereby providing additional value for partners and opening doors for new customers and partnerships

PUENTES has identified three major special events to pursue – Groundbreaking ceremony for the Urban farm (Year 1), Opening Ceremony for the Farmers Market (Year 3) and an Annual Earth Day Fair. Promotion for these special events will be done primarily through partnering schools, the Boggs Tract Community Center, churches, PSAs and press releases to major papers and ethnic publications.

As stated, PUENTES will partner with community organizations for each of these events, which will leverage resources towards similar missions by splitting costs.

#### 14.3.4. Urban farm Groundbreaking Ceremony (Year 1)

The groundbreaking ceremony is a great opportunity to place a tangible aspect on the potential social impact of the farm. The event will include:

- A groundbreaking ceremony, ideally with a farmer and his family on his plot of land
- Remarks by community leaders
- A tour of the farm and future facilities
- Photo opportunities for media

A focus on partners, media and prominent community leaders will be the main target of for this event, as the main objective is to increase the profile of PUENTES and Boggs Tract Urban farm, in order to obtain future partnerships and support. A personal invitation to leaders such as Mayor Johnson and city councilmembers will also be pursued to elevate the significance of the event.

#### 14.3.5. Farmers Market Opening Ceremony (Year 3)

The opening of the Farmers Market is another milestone event that will elicit publicity. It provides a follow up story for the media, a heartwarming feature that demonstrates change can be made with the compassion and determination of community members. The event will include:

- Remarks by community leaders
- A tour of the farm and recent facilities
- Photo and farmer/customer interview opportunities for media
- Possible children activities and prepared-food booths to attract families

In comparison to the groundbreaking Ceremony, more promotion will be targeted towards residents and community members for the Farmers Market Opening Ceremony to attract local customers.



#### **14.3.6. Annual Earth Day Fair (March – April)**

This will be an event filled with fun children’s activities to attract families and visit the farm. Activities may include:

- Vermicompost and crop harvesting
- Make-your-own potted plant/herbs
- Cooking demonstrations and hands-on exhibitions with fresh produce

Food booths from nutrition and cooking class participants will also be set up to provide a venue to practice their cooking skills. The food will be fresh and easy-to-make items with take-home recipes so attendees can purchase the ingredients from the Farmers Market on site and replicate the healthy items at home.

Promotional emphasis will be placed on fun family activities to encourage children and families to attend. This will be an opportunity to attract residents to come to the farm and demonstrate to these potential customers how a healthy lifestyle can be enjoyable, easy and affordable

#### **14.4. Personal Selling and Word of Mouth**

One of the main advantages of the Boggs Tract Urban farm is its location, which is in the center of a residential community, next to the Boggs Tract Community Center and near the Washington Elementary School. Construction of the site will attract attention from residents and passerbys, creating anticipation for the development of the farm and farmers market.

Based on outside research, including a survey done at the downtown Stockton Farmers Market, advertising of Farmers Markets relies heavily on word-of-mouth promotion. The downtown Farmers Market survey indicated that 93% of respondents found out about the Farmers Market through a family member or friend. The CAC will therefore be instrumental in spreading the word about the farm and future Farmers Market.

It is also critical that Farmers Market customers have a good experience which to share with their friends and families. This includes great customer service and a variety of affordable, quality produce that is culturally appropriate for the community.

#### **14.5. Community Partnerships**

Mutually beneficial community partnerships are invaluable to the organization. Properly aligned partnerships will have an overlap in mission, reach the same target audience, leverage resources, and ideally increase visibility for both organizations. Major community partnerships are described below.

- **Port of Stockton:**The Port of Stockton is generously providing up to 5 acres of land free of charge for 5 years with a renewable lease. This land has been valued at \$150,000 per acre and is a huge asset to PUENTES.



- **Boggs Tract Community Center:** The plot that will be used for the Boggs tract farm is located directly adjacent to the Boggs Tract Community Center. The site will be used to hold events, educational activities, and cross-generational linkages. There is also a possibility to use the center for an indoor farmers' market in poor weather and other sales opportunities of the farm's produce.
- **George Washington Elementary School:** In concordance with Washington Elementary School educators and the PTA, 6th grade students will be able to learn the importance of eating foods with nutritional benefits as well as how to grow their own healthy food. The school will assist in the development and implementation of a garden-to-table curriculum to educate children about the importance of nutrition and eating healthy. Students and their parents will be invited to work on the urban farm.
- **Catholic Charities, Stockton Diocese:** As mentioned, the nationwide agency will be instrumental in coordinating nutrition and cooking classes for senior citizens to showcase the value of the food grown on the Boggs tract farm. It will also assist in the Garden-to-Table program.
- **Waste Management:** The Waste Management company in the city of Stockton has agreed to allocate one ton of green waste to commence the composting program at the Boggs tract urban farm. The green waste will be delivered to the farm on a quarterly basis.
- **University of California Cooperative Extension: Master Gardeners Program:** The Master Gardeners will provide their guidance and resources to help the participating families grow crops on the Boggs tract farm. They will also conduct soil tests, workshops, and training sessions in organic agriculture to the farmers and other community members.



## 15.0. COMMUNICATIONS STRATEGY

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There are many different target audiences that need to be addressed appropriately. The following includes how the message for each marketing tactic will be customized to the specific audience.

### 15.1. Educational Programs

All educational programs will be conducted in a fun and social environment to make learning about nutrition and sustainability enjoyable for participants. These programs will be conducive for sharing and educating others, which will result in the transference of knowledge throughout the participants' networks, evoking change within the community.

### 15.2. PSAs

PUENTES understands that poor eating practices are often an outcome of cultural and generational habits and income barriers, and consumers will not be "scared" into eating healthy. The PSAs will highlight the benefits of eating healthy and provide options for doing so in a convenient and affordable way through the farmers market.

### 15.3. Website

The website will be PUENTES' primary vehicle for communicating with the public, as it will offer general information as well as a contact form. In addition to basic information such as history, mission and contact information, the website will satisfy the enquiries of the four primary target audiences:

#### 15.3.1. Farmers

The website will include information on how to become a participating farmer, associated fees and benefits. The language will be simple and easy to understand and will focus more on the personal benefits of becoming a farmer (such as fresh food for the family, possible revenue through the farmers market) to address the farmers' personal objectives for participating. It will also include participation requirements and necessary forms to become a participant. Based on habits of the socioeconomic class of the participating farmers as well as possible language barriers, PUENTES expects that this will be the smallest percentage of website visitors.

#### 15.3.2. Farmers Market Customers

Information such as days/hours of operations, location, map, driving directions, and produce available, will be readily available on the website. The following competitive advantages of this farmers market will also be highlighted:

- Fresh, quality produce, all locally grown on the same site as the farmers market
- Adherence to organically grown certifications
- Affordable cultural produce (primarily the Hispanic cultures)



### **15.3.3. Compost Customers**

The website will use images, professional language, and possibly customer testimonials to reinforce the high quality of the compost product. As the competitor analysis states, there are other sources where customers can purchase compost. The website will therefore capitalize on the emotional appeal and the social responsibility aspect of choosing to purchase from the Boggs Tract Urban farm to give the organization an edge over other competitors.

### **15.3.4. Community Partners**

There will be an events calendar on the website which will list the farmers market, PUENTES-run workshops and classes, and any nutrition-related events through the schools, Community Center and other partners. Potential partners will be able to see what the organization is currently doing and determine an alignment in partnerships. Partners will also be interested in the impact that PUENTES has had in the community and this information will be readily available through articles and links to any media coverage PUENTES and the urban farm have had.

## **15.4. Special Events and Partners**

Special events such as the opening ceremony will gain publicity for the organization and any partners. To leverage this opportunity for all parties, a push to include prominent community leaders will be important, as it adds to the credibility and significance of the event and subsequently the affiliated organizations. The selling point to getting the attendance of these leaders will again be selling the benefits (statistics and reach of visibility) rather than just the social-need based mission.



## 16.0. FINANCIAL ASSUMPTIONS

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Due to the complex nature of relationship between PUENTES and The Boggs Tract Urban Farm, necessary assumptions were used in the creation of the financial statements and individual product projections and profit calculations. The assumptions below were made based on the information provided for our team by Master Gardener Rey Ledesma, research information from Urban Farm Project Growing Power, farm produce information from the USDA, local pricing information from local retailers Smart, Rancho San Miguel and Lockhart Seeds Inc. The vitality and sustainability of The Farm and PUENTES, in conjunction with maintaining the goals and actions necessary to fulfill the social mission of the project must be taken into account when making all financial health decisions.

### 16.1 Financial Starting Point Assumptions

The financial operations of the farm, as well as the potential products for sale which our team suggests be cultivated and sold were made given the current financial situation of PUENTES and the short-term future financial changes that are expected. These funds include primarily monies that PUENTES plans to receive in the short-term future in the form of grants and 3-to-1 matching grants. These grants are to support the educational social mission of improving nutrition for residents of South Stockton, particularly schoolchildren.

In the case that these grant monies are not secured, the projected financial statements enclosed should not be considered viable and/or sustainable without re-evaluation and re-adjustment. Similarly, additional monies that are applied for and/or received will require a re-calculation of the financial health of the project, and the necessary tools to do so have been created by our team.

### 16.2 Allowance for Loss/Damage

Built into the growing and sale of each product our team has incorporated an acceptable lose margin of 1%. This means that when reading the financial projections, all numbers provided in terms of expected crop growth have already been adjusted to include this loss allowance.

### 16.3 Storage of Product

Based on information given to our team by Executive Director Jeremy Terhune, CAC member Patricia Miller-Batiste, and CAC member and Master Gardener Rey Ledesma, no refrigeration expense or cost allocations have been included in the financial statement projections. If such services are deemed necessary in the future, re-calculations of the current and projected financial health of the project are required.

### 16.4 Financial Health Adjustments

We recognize that these projections and proposed financial statements must be revised on a yearly basis at minimum. Due to the compounding nature of the individual product projections, even small deviations at the beginning of the farm could result in large changes in the long term if unadjusted. PUENTES will partner with The Eberhardt School of Business in the calculation



of these projection re-adjustments. We recommend that financial health re-projections occur on a per annum basis.



**PUENTES**  
Financial Assumptions  
Year 1 to Year 5

**Assumptions:**

There are 30 plots that are 25 by 20 feet (500 square feet)  
One type of crop will be designated to a plot  
The source used to find the planting season, spacing between plants, and the days to yield was the average of Dave's Garden (online source) and Lockhart Seeds, Inc. (Stockton, CA).  
After discussing with a Master Gardener (Ray, CAC member for PUENTES), we were able to come up with an average amount of vegetable or fruit each plant can yield  
The prices of the vegetables and fruits can be found on the USDA website, as the cost of average based on US average  
Percentage of waste taken into consideration is 1% of all operating revenue (excluding grants)  
After speaking with the Master Gardener and Board Member for PUENTES, a freeze should not happen based on practices the farmers will follow  
In addition, a cooler is not necessary for storage of vegetables and fruits because it will be sold fresh on the spot

**Crops:**

For Broccoli and Mushrooms we had to work backwards to see how many units were produced in the given year because we had researched the number of pounds produced per year.

Asparagus will start growing the third year because it takes amount to years to yield.

After talking with the board, they had mentioned that mushrooms would generate the greatest revenue, which holds true.

Variety Name	Planting Season	Space Apart From Each	Space Between Rows	Days To Yield	Number of Plants	Crop Per Plant	Number of Harvest	Number of Crops Per Year
Carrots	Feb-Apr/Sep-Nov	2 inches	12 inches	60-80 days	429	1	1716	4
Corn	Mar-July	10 inches	12 inches	65-95 days	250	2	1000	2
Asparagus	Mar-May	6 inches	6 inches	2 Years from seed (after 8 weeks)	500	1	1500	3
Potatoes	Jan-March	6 to 8 inches	12 to 18 inches	120-150 days	273	6	4914	3
Cabbage	Jan-March	12 inches	24 inches	65-95 days	167	1	501	3
Spinach	Sep-Nov/Mar-May	12 inches	12 inches	40-60 days	250	1	1250	5
Tomatoes	Jan-May	24 inches	24 inches	55-100 days	125	18	9000	4
Onions	Oct-Jan	3 to 6 inches	6 inches	110-125 days	571	1	1713	3
Strawberries	Apr-July	12 to 15 inches	12 to 15 inches	60 to 90 days	222	12	7992	3
Artichokes	Feb-May	5 inches	5 feet	90-100 days	91	30	8190	3
Green Beans	Mar-July	6 to 9 inches	12 inches	41 to 50 days	308	25	23100	3
Cucumbers	Mar-July	12 inches	6 feet	50 to 60 days	72	12	2592	3
Lemuce	Dec-Feb/July-Oct	12 inches	12 inches	80 to 90 days	250	1	1250	5
Garlic	Sep-Dec	2 to 4 inches	12 inches	150 to 180 days	400	1	1200	3
Cantaloupe	Mar-June	12 inches	4 to 6 feet	81 to 90 days	83	3	747	3
Zucchini	Mar-July	18 to 24 inches	18 to 24 inches	51 to 60 days	143	2	1144	4
Watermelons	Mar-June	10 feet	10 feet	81 to 90 days	25	3	150	2
Sweet Peppers	Mar-July	18 to 24 inches	18 to 24 inches	69 to 80 days	143	7	3003	3
Peas	Aug-Oct/Feb-Mar	1 to 2 inches	12 to 24 inches	40 to 60 days	308	6	9240	5
Broccoli	June-Sep	15 to 18 inches	32 to 36 inches	65 to 70 days	125	1	500	4
Mushrooms	All year round			30 to 60 days			312500	
Radishes	Feb-Apr/Aug-Sep	2 inches	8 to 10 inches	20 to 30 days	545	1	2725	5
Avocados	Mar-July	10 feet	10 feet	60 to 90 days	50	5	500	2
Chilies								
Jalapeno	Mar-July	18 to 24 inches	36 to 48 inches	55 to 68 days	95	25	9500	4
Habanero	Mar-July	24 to 36 inches	24 to 36 inches	69 to 80 days	100	25	7500	3
Serrano	Mar-July	18 to 24 inches	18 to 24 inches	40 to 50 days	143	50	28600	4
Herbs								
Basil	Mar-July	12 inches	12 inches	70 to 80 days	250			
Cilantro	Mar-July	15 inches	15 inches	40 to 50 days	200			
Parsley	Mar-July	3 to 6 inches	12 inches	70 to 80 days	250			
Rosemary	Mar-July	9 to 12 inches	12 inches	50 to 60 days	267			

<-- 2.5 pounds per plant  
<-- 25 pounds per square foot, so 250 square feet will yield 6250 pounds of mushrooms, 60 mushrooms equals one pound  
<-- can plant two trees in one hole



**PUENTES**  
**Consolidated Statement of Activities**  
**Year 1 to Year 5**

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Operating revenues and gains:</b>					
Plot Rental	600	600	600	600	600
<b>Contributions:</b>					
Grants: USDA	25,000	50,000	50,000	25,000	0
Grants: 3 to 1 Match California Endowment	25,000	0	0	0	0
Grants: USDA	0	75,000	75,000	75,000	0
<b>Products:</b>					
Produce	0	74,527	74,703	74,703	74,703
Livestocks	0	9,870	9,870	11,370	11,370
Orchards	0	3,440	3,440	3,440	3,440
Tilapia	0	450	450	450	450
Compost, including worms	0	110	110	110	110
Honey	0	600	600	600	600
Other revenues	0	0	0	0	0
<b>Total operating revenues and gains</b>	<b>50,600</b>	<b>214,597</b>	<b>214,772</b>	<b>191,272</b>	<b>91,272</b>
<b>Cost of Goods Sold</b>					
Produce	(1,603)	0	(1,603)	0	(1,603)
Livestocks	(6,988)	(6,988)	(10,104)	(10,104)	(10,104)
Orchards	(601)	0	0	0	0
Tilapia	(135)	(135)	(135)	(135)	(135)
Compost, including worms	0	0	0	0	0
Bee Hives	(300)	0	0	0	0
<b>Total Cost of Goods Sold</b>	<b>(9,627)</b>	<b>(7,123)</b>	<b>(11,842)</b>	<b>(10,239)</b>	<b>(11,842)</b>
<b>Gross Profit:</b>	<b>40,973</b>	<b>207,475</b>	<b>202,930</b>	<b>181,034</b>	<b>79,430</b>
<b>Operating expenses:</b>					
<b>Program services:</b>					
Seminars/Conference /Education	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)
Contribution to Puentes (10%)	(5,060)	(21,460)	(21,477)	(19,127)	(9,127)
<b>Total program services</b>	<b>(7,060)</b>	<b>(23,460)</b>	<b>(23,477)</b>	<b>(21,127)</b>	<b>(11,127)</b>
<b>Supporting services:</b>					
<b>Administrative Expenses:</b>					
Executive Director	0	(22,500)	(22,500)	(22,500)	0
Coordinator	0	(15,000)	(15,000)	(15,000)	0
Wages and Expenses	0	(63,000)	(63,000)	(63,000)	0
Charitable Contributions for Farmers	0	(10,730)	(10,739)	(9,564)	(4,564)
Advertising	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)
Website Services and Expenses	(1,800)	(1,500)	(1,500)	(1,500)	(1,500)
Equipment Maintenance and Repair	0	(1,000)	(1,000)	(1,000)	(1,000)
Mobile Office Rental	(3,586)	(1,380)	(1,380)	(1,380)	(1,380)
Legal Expense-General	(500)	(500)	(500)	(500)	(500)
Meeting Expenses	(250)	(250)	(250)	(250)	(250)
Miscellaneous	(250)	(250)	(250)	(250)	(250)



**PUENTES**  
**Consolidated Statement of Activities**  
**Year 1 to Year 5**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Office Equipment	(515)	0	0	0	0
Office Supplies	(100)	(100)	(100)	(100)	(100)
Irrigation/Plumbing	(8,000)	0	0	0	0
Liability Insurance	(949)	(949)	(949)	(949)	(949)
Permits and Fees	(500)	(100)	(100)	(100)	(100)
Handicap Porta Pottie Rental	(1,942)	(1,942)	(1,942)	(1,942)	(1,942)
Small Tools and Equipment	(2,000)	(250)	(250)	(250)	(250)
Software and Related Licenses	(150)	0	0	0	0
Storage Shed Expense	(500)	0	0	0	0
SUPPLIES- fertilizer, plants, seed etc	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)
Telephone and Communications	(720)	(720)	(720)	(720)	(720)
Temporary Labor	(750)	0	0	0	0
Utilities/Electricity	(2,500)	(2,500)	(3,000)	(3,000)	(3,000)
Water	0	(8,000)	(8,000)	(8,000)	(8,000)
Waste	0	890	892	907	907
<b>Total supporting expenses</b>	<b>(27,512)</b>	<b>(133,171)</b>	<b>(133,680)</b>	<b>(132,505)</b>	<b>(27,005)</b>
<b>Total operating expenses</b>	<b>(34,572)</b>	<b>(156,631)</b>	<b>(157,157)</b>	<b>(153,632)</b>	<b>(38,132)</b>
<b>Net assets, end of year</b>	<b>\$6,401</b>	<b>\$50,844</b>	<b>\$45,773</b>	<b>\$27,402</b>	<b>\$41,298</b>

**PUNTES**  
**Statement of Functional Expenses / Projections**  
**Year 1 to Year 5**

**Operating Revenue:**

<b>Number of Plots</b>	<b>Rent</b>	<b>Plot Rental</b>
30	20	600
<b>Grants</b>		<b>Allocation Over The Years (3 years)</b>
Grants: USDA	150,000	50,000
Grants: 3 to 1 Match California Endowment	25,000	
Grants: USDA		

**Produce**

<b>Vegetables</b>	<b>Units per year</b>	<b>Est. Lbs. Per Unit</b>	<b>Est. Price Per Pound</b>	<b>Revenue</b>
Carrots	1716	0.25	\$0.54	\$231.66
Corn	1000	0.5	\$0.86	\$430.00
Asparagus	1500	0.07	\$1.67	\$175.35
Potatoes	4914	0.5	\$0.31	\$761.67
Cabbage	501	2.5	\$0.38	\$475.95
Spinach	1250	3.5	\$1.35	\$5,906.25
Tomatoes	9000	0.33	\$1.21	\$3,593.70
Onions	1713	0.5	\$0.55	\$471.08
Strawberries	7992	0.1	\$1.47	\$1,174.82
Artichokes	8190	0.5	\$2.00	\$8,190.00
Green Beans	23100	0.04	\$1.07	\$988.68
Cucumbers	2592	0.75	\$0.75	\$1,458.00
Lettuce	1250	2	\$0.78	\$1,950.00
Garlic	1200	0.25	\$2.00	\$600.00
Cantaloupe	747	3.5	\$0.61	\$1,594.85
Zucchini	1144	0.75	\$1.42	\$1,218.36
Watermelons	150	10	\$0.32	\$480.00
Sweet Peppers	3003	0.25	\$1.11	\$833.33
Peas	9240	0.04	\$1.83	\$676.37
Broccoli	1250	0.5	\$1.02	\$637.50
Mushrooms	312500	0.016666667	\$4.00	\$20,833.33
Radishes	2725	0.08	\$0.81	\$176.58
Avocados	500	0.5	\$1.03	\$257.50
<b>Chilies</b>				
Jalapeño	9500	0.07	\$1.99	\$1,323.35
Habanero	7500	0.05	\$4.00	\$1,500.00
Serrano	28600	0.03	\$0.99	\$849.42
<b>Herbs</b>	<b>Number of plants</b>	<b>Number per pound</b>	<b>Price per pound</b>	
Basil	250	1.50	\$11.00	\$4,125.00
Cilantro	200 * 4 harvest	2.00	\$2.00	\$3,200.00
Farsley	250 * 3 harvest	2.00	\$3.50	\$5,250.00
Rosemary	267	2.00	\$10.00	\$5,340.00
<b>Total Revenue</b>				<b>\$74,702.75</b>

**Livestock Revenue**

<b>Year</b>	<b>Chickens</b>	<b>Eggs Per Year</b>	<b>Total Eggs per Year</b>	<b>Price per Egg</b>	<b>Total Revenue</b>
2011	40	300.00	12000	\$0.25	\$3,000.00
2012	40	300.00	12000	\$0.25	\$3,000.00
2013	60	300.00	18000	\$0.25	\$4,500.00
2014	60	300.00	18000	\$0.25	\$4,500.00
<b>Number of Goats</b>	<b>Gallons Per Year</b>	<b>Price Per Gallon</b>	<b>Total Revenue</b>		
6	229	\$5.00	\$6,870		

**Orchards Revenue**

<b>Type of Tree</b>	<b># of Trees</b>	<b>Units (per lb.)</b>	<b>Price per pound</b>	<b>Revenue</b>	<b>Cost Per Unit</b>	<b>Total Cost</b>
Apples	2	1200	\$0.25	\$597.60	\$24.95	\$49.90
Pears	2	90	\$0.21	\$37.44	\$25.95	\$51.90
Peaches	2	202	\$0.25	\$100.19	\$25.95	\$51.90
Cherries	2	134	\$0.93	\$247.90	\$24.95	\$49.90
Apricots	2	376	\$0.28	\$207.55	\$26.95	\$53.90
Plums	2	291	\$0.26	\$148.99	\$23.95	\$47.90
Oranges	2	300	\$1.00	\$600.00	\$49.95	\$99.90
Lemon	2	500	\$1.00	\$1,000.00	\$49.00	\$98.00
Limes	2	500	\$0.50	\$500.00	\$49.00	\$98.00
<b>Total Revenue</b>				<b>\$3,439.68</b>	<b>Total Cost</b>	<b>\$601.30</b>

**Tilapia Revenue**

<b>Number of Tilapia</b>	<b>Price per tilapia</b>	<b>Total Revenue</b>
45	\$10.00	\$450.00

**Composting**

<b>Market Price Per Cubic Yard</b>	<b>Cubic Yard Available</b>	<b>Total Revenue</b>
\$55.00	2	\$110.00

4 tons per year  
 1 ton of waste=1/2 cubic yards compost  
 1 cubic yard=324 square feet  
 Square feet available=3900

**Honey**

<b># of bees in the hive</b>	<b>Pounds of Honey per hive</b>	<b>Average Retail Price of Honey</b>	<b>Revenue</b>
60,000	150	\$4.00	\$600.00

**Cost of Goods Sold**

<b>Produce</b>	<b>Cost of Seed For 6 Rows</b>
Carrots	\$5.50
Corn	\$12.00
Asparagus	\$16.00

**PUENTES**  
**Statement of Functional Expenses / Projections**  
**Year 1 to Year 5**

Potatoes	\$10.75
Cabbage	\$9.50
Spinach	\$7.75
Tomatoes	\$10.75
Onions	\$9.50
Sweet Potatoes	
Artichokes	\$12.00
Green Beans	\$10.75
Cucumbers	\$10.75
Lettuce	\$9.50
Garlic	\$10.95
Cantaloupe	\$15.50
Zucchini	\$10.75
Watermelons	\$10.75
Sweet Peppers	\$9.50
Peas	\$10.75
Broccoli	\$10.75
Mushrooms	\$65.00
Radishes	\$9.50
Avocados	\$1,250.00
Chilies	
Jalapeño	\$10.75
Habanero	\$10.75
Serrano	\$10.75
Herbs	
Basil	\$10.75
Cilantro	\$10.75
Parsley	\$10.75
Rosemary	\$10.75

**Total Cost of Produce \$1,603.45**

<b>Goats</b>			
		How much goats eat per day (pounds)	1.5
<b>Number of goats</b>	<b>Cost per goat</b>	<b>Cost of Feed</b>	<b>Total Cost of Feed per Year</b>
6	\$75.00	0.23	\$755.55

<b>Chickens</b>			
<b>Year</b>	<b>Number of chickens</b>	<b>Cost per chicken</b>	<b>Total Cost</b>
2011	20	\$5.00	\$100.00
2012	20	\$5.00	\$100.00
2013	30	\$5.00	\$150.00
2014	30	\$5.00	\$150.00
<b>Year</b>	<b>1/4 pound of feed per chicken</b>	<b>15 per 50 pound</b>	<b>3.333333333</b>
2011	20	\$0.84	\$6,132.00
2012	20	\$0.84	\$6,132.00
2013	30	\$0.84	\$9,198.00
2014	30	\$0.84	\$9,198.00

<b>Tilapia</b>			
80 pounds of tilapia			
Each tilapia weighs 1.75			
<b>Tilapia Cost</b>	<b>Cost Per tilapia</b>	<b>Total Revenue</b>	
45	3	135	



## 19.0. IMPLEMENTATION TIMELINE

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### Year 1

#### *Objective 1: Outreach and Education*

##### 1.1 School Outreach

- Meet with school which PUENTES is partnering up with (Washington Elementary)
- Begin creation of school curriculum for 6<sup>th</sup> grade

##### 1.2 Community Outreach

- Convene community members to develop vision for urban farm
- Promote healthy eating through on-farm event
- Conduct senior eating and cooking workshops
- Farm Harvest fundraiser

##### 1.3 On-farm Education

- On-farm training: planning and planting
- On-farm training: soil management and composting

#### *Objective 2: Create Farm*

- Enroll 30 farmers who will be planting on the farm
- Prepare farm to be planted and plant the seeds
- Management

#### *Objective 3: Increase Capacity and Start Business*

- Convene meeting with farmers to:
  1. Discuss creation of business
  2. Discuss structure options
- Business training: pricing products and making a profit
- Complete progress report
- Complete progress evaluation for year 1

### Year 2

#### *Objective 1: Continue Outreach and Education*

##### 1.1 School Outreach

- Complete curriculum for 6<sup>th</sup> grade
- Develop schedules for school visits

##### 1.2 Community Outreach

- Community work day and celebration
- Continue to collect feedbacks from the community for visioning report
- Senior nutrition and cooking workshops
- Farm Harvest fundraiser

##### 1.3 On-farm Education

- On-farm training: How to take care of fruit trees



- On-farm training: Organic Practices
- On-farm training: Post harvest handling

*Objective 2: Build the Farm*

- Build structures and develop Aquaponics system
- Plant mixed fruit orchards
- Continue to prepare farm and plant
- Management

*Objective 3: Build Capacity and Start Business*

- Review planting plans and evaluate success of crops, including yields and sales reports
- Begin process of business start-up based on farmer choice in year 1
- Begin on-site sales
- Meet with farmers to determine direct marketing options
- Business training: How to target restaurants as one of the target markets?
- Business training: Bookkeeping
- Serve 1,500 customers through direct sales at the plot
- Complete progress report
- Complete process evaluation for year 2

Year 3

*Objective 1: Continue Outreach and Education*

1.1 School Outreach

- Implement curriculum for 6<sup>th</sup> grade
- Begin school farm visits
- Search for other schools to implement program

1.2 Community Outreach

- Convene community for feedback and continue working on visions for the urban farm
- Determine community perspective of success

1.3 On-farm Education

- On-farm training: How to extend the growing season?
- On-farm training (any other trainings based on farmers' needs and wants)

*Objective 2: Build the Farm*

- Continue to prepare the farm and plant
- Management

*Objective 3: Build Capacity and Start Business*

- Review planting plans and evaluate success of crops, including yields and sales reports



- Implement business model based on farmers' choice in year 1
- Continue on-site sales
- Expand sales to 2,000 customers using direct marketing option chosen in year 2
- Complete progress report
- Complete process and outcomes evaluation for year 3

#### Year 4

##### *Objective 1: Continue Outreach and Education*

###### 1.1 School Outreach

- Follow up and reassess curriculum for 6<sup>th</sup> grade
- Continue school farm visits
- Begin creation of school curriculum for new school partners

###### 1.2 Community Outreach

- Continue to collect feedbacks from the community for visioning report
- Senior nutrition and cooking workshops
- Farm Harvest fundraiser

###### 1.3 On-farm Education

- On-farm training (any trainings based on farmers' needs and wants)

##### *Objective 2: Begin Farming and Harvesting*

- Farm and harvest
- Management

##### *Objective 3: Build Capacity and Continue Business*

- Review planting plans and evaluate success of crops, including yields and sales reports
- Continue with on-site sales
- Business training (any trainings based on farmers' needs and wants)
- Maintain sales to 2,000 customers using direct marketing option chosen in year 2
- Complete progress report
- Complete process and outcomes evaluation for year 4

#### Year 5

##### *Objective 1: Continue Outreach and Education*

###### 1.1 School Outreach

- Follow up and reassess curriculum for 6<sup>th</sup> grade
- Continue school farm visits
- Complete school curriculum for new school partners
- Develop farm visits with new school partners

###### 1.2 Community Outreach



- Continue to collect feedbacks from the community for visioning report
- Senior nutrition and cooking workshops
- Farm Harvest fundraiser

### 1.3 On-farm Education

- On-farm training (any trainings based on farmers' needs and wants)

#### *Objective 2: Begin Farming and Harvesting*

- Farm and harvest
- Management

#### *Objective 3: Build Capacity and Continue Business*

- Review planting plans and evaluate success of crops, including yields and sales reports
- Continue with on-site sales
- Business training (any trainings based on farmers' needs and wants)
- Maintain sales to 2,000 customers using direct marketing option chosen in year 2
- Complete progress report
- Complete process and outcomes evaluation for year 5



## 20.0. EVALUATION

PUENTES will evaluate its progress based on five categories. These categories are the farm, the farmers, schools, the farmers’ market and the community. Not only will these categories provide a sense of the micro environment PUENTES is affecting, they will also provide good measures of the macro environment, which is the community itself. PUENTES should evaluate its progress at the end of every year to assess its success. The following table will be used at the end of the first year to evaluate the success of this project.

Category	Evaluation	Projected Outcomes
Farm	How many plots are being farmed on?	27 of the 30 plots must be occupied.
Farmers	Are the farmers providing the produce they are harvesting to their own families?	At least 50% of the farmers should be providing their produces to their families.
Farmers	Are the farmers promoting the cooking workshops to their families and encouraging them to attend?	5 of the 30 families should attend these cooking workshops.
Schools	Are students actively participating (asking questions regarding farming-related topics) during school farm visits time?	Every student should at least ask one question throughout the program.
Schools	Are students gaining more knowledge on nutritional topics being taught at the school farms?	At the beginning of the program, students should be given an assessment of their knowledge on farm. Then, the same assessment will be given at the end of the program. 80% of the students should score higher on the second assessment.
Farmers’ Market	How did the customers find out about the farmers’ market?	At least 20% of the customers should be attending because of the direct marketing strategy the farmers have selected to use.
Farmers’ Market	How is the participation of the farmers’ market?	The farmers’ market should serve 1,500 customers by the end of year 2.
Community	Have surrounding community members changed their eating habits?	Surveys can be taken and 25% of community members have changed their eating habits.



## 21.0. CONCLUSION

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PUENTES is a human services and development non-profit organization that seeks to empower individuals to rise above food hardship through education and community involvement. Numerous growth prospects are available to PUENTES, the Boggs Tract Community, and the City of Stockton. From involving the community in the creation of the urban farm to forming new partnerships with local elementary schools, PUENTES will surely grow.

We are well positioned to move forward with the establishment of The Boggs Tract Urban Farm, as you can see from the amount of detailed work included in this Sustainable Business Plan. I personally thank you for reviewing this plan and application, any support or resources that you may be able to contribute to the success of our social mission at PUENTES would be greatly appreciated.

Should you require any clarification on the information contained herein, the Community Action Committee and myself would be more than willing to speak with you. Please contact me directly at the contact information stated below.

Sincerely,

Jeremy Terhune  
Executive Director, PUENTES  
4555 Pershing Avenue #33-373  
Stockton, CA 95207  
Cell: (209) 922-8215  
Fax: (209) 951-5842  
Email: [jterhune@puentesca.org](mailto:jterhune@puentesca.org)

**BYLAWS  
OF  
PROMOTORES UNIDAS PARA LA EDUCACIÓN NACIONAL DE TECNOLOGÍAS  
SOSTENIBLES  
A California Nonprofit Public Benefit Corporation**

Adopted June 8, 2009

<b>ARTICLE I</b>	<b>NAME, PURPOSES AND OFFICES</b>
Section 1.01	Corporate Name
Section 1.02	General and Specific Purposes
Section 1.03	Principle Office
Section 1.04	Construction and Definitions
Section 1.05	Dedication of Assets
<b>ARTICLE II</b>	<b>MEMBERSHIP</b>
Section 2.01	Members
<b>ARTICLE III</b>	<b>BOARD OF DIRECTORS</b>
Section 3.01	Power of Board
Section 3.02	Number of Directors; Qualifications for Directors; Designated Directors
Section 3.03	Selection and Term of Office
Section 3.04	Resignation and Vacancies; Filling Vacancies
Section 3.05	Removal of Directors
Section 3.06	Place of Meetings
Section 3.07	Annual Meetings
Section 3.08	Regular Meetings
Section 3.09	Special Meetings
Section 3.10	Quorum and Action of the Board
Section 3.11	Participation in Meetings by Conference Telephone
Section 3.12	Waiver of Notice
Section 3.13	Adjournment
Section 3.14	Action Without Meeting
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Section 3.16	Meetings and Actions of Committees
Section 3.17	Fees and Compensation
Section 3.18	Restriction on Interested Persons as Directors
Section 3.19	Directors' Right to Inspect
<b>ARTICLE IV</b>	<b>OFFICERS</b>
Section 4.01	Officers; Initial Officers
Section 4.02	Election
Section 4.03	Subordinate Officers
Section 4.04	Removal and Resignation
Section 4.05	Vacancies
Section 4.06	Chairman of the Board
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<b>ARTICLE V</b>	<b>INDEMNIFICATION, INSURANCE AND DIRECTOR LIABILITY</b>
Section 5.01	Definitions
Section 5.02	Indemnification in Actions by Third Parties

Section 5.03	Indemnification in Actions by or in the Right of the Corporation
Section 5.04	Indemnification Against Expenses
Section 5.05	Required Determinations
Section 5.06	Advance of Expenses
Section 5.07	Other Indemnification
Section 5.08	Forms of Indemnification Not Permitted
Section 5.09	Non-paid Directors
Section 5.10	Insurance
Section 5.11	Non-applicability to Fiduciaries of Employee Benefit Plans
Section 5.12	Chapter 42 Taxes

**ARTICLE VI MISCELLANEOUS**

Section 6.01	Fiscal Year
Section 6.02	Checks, Notes and Contracts
Section 6.03	Amendment of Articles of Incorporation and Bylaws
Section 6.04	Loans to Directors and Officers
Section 6.05	Maintenance of Corporate Records
Section 6.06	Annual Report
Section 6.07	Annual Statement of Certain Transactions and Indemnifications

**BYLAWS  
OF**

**Promotores Unidas para la Educación Nacional de Tecnologías Sostenibles  
A California Nonprofit Public Benefit Corporation**

**ARTICLE I. Offices**

**Section 1.01. *Corporate Name.*** The name of this corporation is Promotores Unidas para la Educación Nacional de Tecnologías Sostenibles. The official acronym for this corporation shall be PUENTES. The logo design is an artistic interpretation of a person forming the arc of a bridge between his arms.

**Section 1.02. *General and Specific Purposes.*** The purpose of this non-profit corporation is to spread the knowledge and effective implementation of sustainable technologies and stimulate a critical, cooperative and positive attitude in underprivileged communities across the Americas.<sup>i</sup> In the context of these general purposes, the Corporation shall place a special emphasis on using participatory community analysis to develop technologies appropriate to the economic levels and knowledge base of disadvantaged communities and create networks of promoters for the effective use of these technologies. The corporation will provide funding, policy and/or field support to grass roots projects as needed, solicit funds from donors and regularly report back to them on the status of our projects, and develop new projects throughout the Americas aligned with our mission.

**Section 1.03. *Principal Office.*** The principal office of the Corporation shall be located within or without the State of California, at such place as the Board of Directors shall from time to time determine. The Board is granted full power and authority to change the principal office from one location to another. The Corporation may establish or maintain additional offices at such other places as the Board of Directors may determine. The office of the Corporation shall be 231 Bedford Road, Stockton, CA 95204<sup>ii</sup>.

**Sections 1.04. *Construction and Definitions.*** Unless the context requires otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the foregoing preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular and the term “person” includes both a legal entity and a natural person.

**Section 1.05. *Dedication of Assets.*** The corporation's assets are irrevocably dedicated to charitable purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

The charitable organization chosen for the dedication of assets upon liquidation or dissolution is People And Congregations Together, and shall be placed under the discretion of the Executive Director of that Organization, Tom Amato, or his successor.

## **ARTICLE II. Membership**

**Section 2.01. *Members.*** The Corporation shall have no members within the meaning of § 5056 of the California Nonprofit Public Benefit Corporation Law as now in effect or as may hereafter be amended. Any action which otherwise would require approval by a majority of all members or approval by the members shall require approval only of the Board of Directors. All rights which otherwise would vest in the members including, without limitation, the right to elect directors, shall vest in the Board.

## **ARTICLE III. Board of Directors**

**Section 3.01. *Power of Board.*** Subject to any limitations in the Articles of Incorporation or these Bylaws, the activities and affairs of the Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board may delegate the management of the activities of the Corporation to any person or persons, Management Company, or committee however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Without prejudice to the general powers set forth in the preceding paragraph, but subject to the same limitations, the board shall have the power to do the following:

- (a) Appoint and remove, at the pleasure of the board, all corporate officers, agents and employees; prescribe powers and duties for them as are consistent with the law, the article of incorporation and these bylaws, fix their compensation; and require from them security for faithful service.
- (b) Change the principle office or the principle business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in or outside California for holding any meeting of members.
- (c) Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities.
- (d) Adopt and use a corporate seal and alter the form of the corporate seal.

**Section 3.02. *Number of Directors; Qualifications for Directors; Designated Directors.*** The number of directors of the Corporation shall be no less than three (3) nor more than eleven (11), with the exact number of directors to be fixed from time to time, within such limits, by approval of the Board. <sup>iii</sup>The authorized number of directors of the Corporation, whether fixed or subject to a minimum and maximum number of directors, may be changed by an amendment to these Bylaws which is approved by the Board.

The Board of Directors of PUENTES shall be made up of professionals having a diverse skill set of expertise – academic, scientific, legal, fundraising, leadership, agriculture, sustainable development and poverty elimination. Board members will possess expertise in one or more of these areas.

All directors shall be designated by the Board Development Committee consisting of no more than three (3) sitting Board members. Directors shall hold office for four (4) years and until a successor director has been designated and qualified. The directors are Jeremy Terhune, John Morearty, Rosemary Atkinson, Arlene Galindo, Michael Ballot, Chris Eley, Betty Garcia, Sacha Joseph-Mathews, Susan Mora-Loyko and Adrian Nickols.<sup>iv</sup> There shall be no prohibition on consecutive terms, nor a limit to the number of terms a director may serve.

A seat on the board of Directors shall be reserved for Jeremy Terhune or his designated successor.

**Section 3.03. Selection and Term of Office.** Directors shall be selected at the annual meeting of the Board of Directors or at such time as the Board deems necessary. Each director, including a director selected to fill a vacancy, shall hold office until the expiration of the term for which he was selected and until his successor is selected and qualified.

**Section 3.04. Resignation and Vacancies; Filling Vacancies.** Any director may resign effective upon giving written notice to the Chairman of the Board, the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation; provided, however, that no director may resign except upon notice to the Attorney General where the Corporation would then be left without a duly elected director or directors in charge of its affairs. If the resignation is effective at a future time, a successor may be selected to take office when the resignation becomes effective.

A vacancy in the Board of Directors shall be filled in the following manner: The Board of Directors shall appoint a committee of no more than three (3) sitting Board members to select a nominee or nominees for the vacant position(s).<sup>v</sup> Vacancies on the Board may be filled by a majority of the remaining directors, or if the number of directors then in office is less than a quorum, by (1) the unanimous written consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with § 5211 of the California Nonprofit Public Benefit Corporation Law, or (3) a sole remaining director. Each director so elected shall hold office until the expiration of the term of the replaced director and until his or her successor has been elected and qualified.

A vacancy in the Board shall be deemed to exist on the occurrence of the death, resignation or removal of any director, or if the authorized number of directors is increased, provided, however, that a director who was designated as a director may be removed by the person or persons who designated that director, and may not be removed without the written consent of that person or persons.

The Board may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty arising under Article 3 of the California Nonprofit Public Benefit Corporation Law.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of that director's term of office.

The Board shall formulate procedures that allow a reasonable opportunity for a nominee to communicate to members the nominee's qualifications and the reasons for the nominee's candidacy, a reasonable opportunity for the nominee to solicit votes, and a reasonable opportunity for all members to choose among the nominees.

**Section 3.05. Removal of Directors.** Any director may be removed, with or without cause, by the vote of the majority of the members of the entire board of directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given as provided in Section 3.09. However, no vote shall be taken on the removal of a director without cause, unless the

board has met and attempted in good faith to resolve any conflicts existing between the directors.

**Section 3.06. *Place of Meetings.*** Meetings of the Board of Directors may be held at any place within or without the State of California which has been designated in the notice of the meeting or, if not stated in the notice or there is no notice, as designated by resolution of the Board.

**Section 3.07. *Annual Meetings.*** The Board of Directors shall hold an annual meeting for the purpose of electing directors up for election and officers, and all other business as may properly come before the Board. Annual meetings of the Board shall be held without notice at such time and place as determined by resolution of the Board.

**Section 3.08. *Regular Meetings.*** Regular meetings of the Board of Directors shall be held without notice at such time and place as may be fixed by the Board.

**Section 3.09. *Special Meetings.*** Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairman of the Board (if any), the President, any Vice President, the Secretary, or any two directors.

Special meetings of the Board shall be held upon seven (7) days' notice by first-class mail or seventy-two (72) hours' notice given personally in writing, by facsimile, by electronic transmission including electronic mail or by telephone including a voice messaging or equivalent system or telegraph. Any such notice shall be addressed or delivered to each director at such director's address as it is shown upon the records of the Corporation or as may have been given to the Corporation by the director for purposes of notice or, if such address is not shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held.

Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the recipient. A notice need not specify the purpose of any special meeting of the Board.

The notice shall state the time of the meeting and the place, if the place is other than the corporation's principle office. The notice need not specify the purpose of the meeting.

**Section 3.10. *Quorum and Action of the Board.*** A majority of directors authorized in Section 3.02 of these Bylaws constitutes a quorum of the Board for the transaction of business, except for purposes of adjournment as provided in Section 3.13 of these Bylaws. Unless a greater number is required by law, the Articles of Incorporation or these Bylaws, every action taken or decision made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board; provided, however, that a meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting. Board members may vote by duly authorized proxy.<sup>vi</sup>

**Section 3.11. *Participation in Meetings by Conference Telephone.*** Members of the Board of Directors may participate in a meeting through the use of conference telephone, electronic video screen communication, or other communications equipment if all of the following apply: (1) each member participating in the meeting can communicate with all of the other members concurrently, (2) each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection, to a specific action to be taken by the Corporation, and (3) the Corporation adopts and implements some means of verifying both that (i) a person communicating by telephone, electronic video screen, or other communications

equipment is a director entitled to participate in the Board meeting, and (ii) all statements, questions, actions, or votes were made by that director and not by another person not permitted to participate as a director. Participation in a meeting pursuant to this Section 3.10 constitutes presence in person at such meeting.

**Section 3.12. Waiver of Notice.** Notice of a meeting need not be given to any director who signed a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

**Section 3.13. Adjournment.** A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

**Section 3.14. Action Without Meeting.** Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action; provided, however, that the preceding provision shall not include the consent of any director who has a material financial interest in a transaction to which the Corporation is a party and who is an "interested director" as defined in § 5233 of the California Nonprofit Public Benefit Corporation Law. Such written consent or consents shall be filed with the minutes of the proceedings of the Board and shall have the same force and effect as the unanimous vote of such directors.

**Section 3.15. Committees.** The Board may, by resolution adopted by a majority of the number of directors then in office, provided that a quorum is present, create one or more committees, each consisting of two or more directors, to serve at the pleasure of the Board. Appointments to such committees shall be by a majority vote of the directors then in office. The Board may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting of the committee. Any such committee to the extent provided in the resolution of the Board, shall have all the authority of the Board except with respect to:

- (a) The approval of any action for which the California Nonprofit Public Benefit Corporation Law requires approval of the Board or of a majority of the Board;
- (b) The filling of vacancies on the Board or in any committee which has the authority of the Board;
- (c) The fixing of compensation of the directors for serving on the Board or on any committee;
- (d) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (f) The appointment of committees of the Board or the members thereof;
- (g) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or
- (h) The approval of any self-dealing transaction, as defined in § 5233(a) of the California Nonprofit Public Benefit Corporation Law or any successor provision thereto.

**Section 3.16. Meetings and Actions of Committees.** Regular and special meetings and actions of committees of the Board of Directors shall be governed by the provisions of this Article III applicable to meetings and actions of the Board; provided however, that the Board may adopt rules for the conduct of the business of any committee consistent with these Bylaws, or in the absence of rules adopted by the Board, the committee may adopt such rules.

**Section 3.17. Fees and Compensation.** The Board of Directors may fix the compensation and reimburse the expenses of directors for their services to the Corporation in such

capacity as the Board may determine is just and reasonable as to the Corporation at the time such compensation is authorized, ratified or approved.

**Section 3.18. Restriction on Interested Persons as Directors.** No more than forty nine percent (49%) of the persons serving on the board may be "interested persons." An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendent, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation.

**Section 3.19. Directors' Right to Inspect.** Every director shall have the absolute right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

#### **ARTICLE IV. Officers**

**Section 4.01. Officers; Initial Officers.** The officers of the corporation shall be a Chairman of the Board, President (which may be referred to as "Executive Director"), a Secretary, and a Chief Financial Officer (which shall be referred to as "Treasurer"). The Corporation also may have, at the discretion of the Board, an Executive Director, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be elected or appointed in accordance with the provisions of Section 4.03 of this Article IV. Any number of offices may be held by the same person except that neither the Secretary nor the Treasurer may serve concurrently as President or Chairman of the Board.

Adrian Nickols shall hold the positions of Chairman of the Board. John Morearty shall hold the position of Secretary, and Betty Garcia shall hold the position of Recording Secretary. Michael Ballot shall hold the position of Treasurer. Jeremy Terhune shall hold the position of Vice President and Executive Director<sup>vii</sup>.

**Section 4.02. Election.** The officers of the Corporation (except such officers as may be elected or appointed in accordance with the provisions of Section 4.03 or Section 4.05 of this Article IV), shall be chosen for a term of three (3) years by, and shall serve at the pleasure of, the Board and shall hold their respective offices until their resignation, removal, or other disqualification from service and until their respective successors are elected and qualify.

**Section 4.03. Subordinate Officers.** The Board may elect, and may empower the Chairman of the Board or other officer to appoint such other officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board from time to time may determine.

**Section 4.04. Removal and Resignation.** Any officer may be removed with or without cause by the Board of Directors as provided in 3.05. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment.

Any officer may resign at any time by giving written notice to the Corporation without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein.

**Section 4.05. Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

**Section 4.06. *Chairman of the Board.*** The Chairman of the Board shall preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be assigned from time to time by the Board.

**Section 4.07. *President.*** Subject to such powers as may be given by the Board to the Chairman of the Board, the President is the general manager and chief executive officer of the Corporation and, subject to the control of the Board of Directors, shall be responsible for the general supervision, direction, and control of the business and officers of the Corporation. In the absence of the Chairman of the Board, or if there is none, the President shall preside at all meetings of the Board. The President has the general powers and duties of management usually vested in the office of president and general manager of a corporation and such other powers and duties as may be prescribed by the Board.

**Section 4.08. *Vice Presidents.*** In the absence or disability of the President, the Vice Presidents, if any are appointed, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice President designated by the Board, shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board.

**Section 4.09. *Secretary.*** The Secretary shall keep or cause to be kept, at the principal office of the Corporation or such other place as the Board of Directors may order, a book of minutes of all meetings of the Board and its committees. The minutes shall include the time and place of meetings, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board and committee meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office in the State of California the original or a copy of the Corporation's Articles and Bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and its committees required by law or by these Bylaws to be given, shall keep the seal of the Corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board.

**Section 4.10. *Treasurer.*** The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the properties and business transactions of the Corporation. The books of account shall be open at all reasonable times to inspection by any director. The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, shall render to the President and the directors, whenever requested an account of all transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board.

**Section 4.11. *Contracts with Directors.*** No director of this corporation nor any other corporation, firm, association or other entity in which one or more of this corporation's directors are directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or transaction with this corporation, unless (a) the material facts regarding that director's financial interest in such contract or transaction or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all members of the board prior to the board's consideration of such contract or transaction; (b) such contract or transaction is authorized in good faith by a majority of the board by a vote sufficient for that purpose without counting the votes of the interested director(s); (c) before authorizing or approving the transaction, the board considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (d) the corporation for its own benefit

enters into the transaction, which is fair and reasonable to the corporation at the time the transaction is entered into.

This Section does not apply to a transaction that is part of an education or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the education or charitable program of the corporation.

#### **ARTICLE V. Indemnification, Insurance and Director Liability**

**Section 5.01. Definitions.** For the purposes of this Article V, "agent" means any person who is or was a director, officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under Sections 5.04 or 5.05(b) of these Bylaws.

**Section 5.02. Indemnification in Actions by Third Parties.** The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Corporation to procure a judgment in its favor, an action brought under § 5233 of the California Nonprofit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

**Section 5.03. Indemnification in Actions by or in the Right of the Corporation.** The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Corporation, or brought under § 5233 of the California Nonprofit Public Benefit Corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 5.03:

- (a) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person's duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;
- (b) Of amounts paid in settling or otherwise disposing of a threatened or pending action,

with or without court approval; or

(c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General.

**Section 5.04. *Indemnification Against Expenses.*** To the extent that an agent of the Corporation has been successful on the merits in defense of any proceeding referred to in Sections 5.02 or 5.03 of these Bylaws or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

**Section 5.05. *Required Determinations.*** Except as provided in Section 5.04 of these Bylaws, any indemnification under this Article V shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 5.02 or 5.03 of these Bylaws, by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or

(b) The court in which such proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Corporation.

**Section 5.06. *Advance of Expenses.*** Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article V.

**Section 5.07. *Other Indemnification.*** No provision made by the Corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the Articles of Incorporation, Bylaws, a resolution of directors, an agreement or otherwise, shall be valid unless consistent with this Article V. Nothing contained in this Article V shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

**Section 5.08. *Forms of Indemnification Not Permitted.*** No indemnification or advance shall be made under this Article V, except as provided in Sections 5.04 or 5.05(b), in any circumstances where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

**Section 5.09. *Personal Liability of Volunteer Directors or Executive Officers.*** To the fullest extent permitted by the California Nonprofit Public Benefit Corporation Law, as now in effect or as may hereafter be amended, there shall be no personal liability to a third party for monetary damages on the part of a volunteer director or volunteer executive officer of a nonprofit corporation, caused by the director's negligent act or omission in the performance of that person's duties as a director or officer, provided that the person's act or omission was (1) within the scope of the director's or executive officer's duties, performed in good faith and not reckless, wanton, intentional or grossly negligent, and (2) either the damages are covered by liability insurance or the director or executive officer and the Board of Directors had made all reasonable efforts in good faith to obtain available liability insurance.

**Section 5.10. *Insurance.*** The Corporation shall have power to purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against

or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article V, provided, however, that the Corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the Corporation for a violation of § 5233 of the California Nonprofit Public Benefit Corporation Law (or any successor provision thereto).

**Section 5.11. *Non-applicability to Fiduciaries of Employee Benefit Plans.*** This Article V does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Corporation as defined in § 5.01 of these Bylaws. The Corporation shall have power to indemnify such trustee, investment manager, or other fiduciary to the extent permitted by subdivision (f) of § 207 of the California General Corporation Law.

**Section 5.12. *Chapter 42 Taxes.*** In no case, however, shall the Corporation indemnify, reimburse, or insure any person for any taxes imposed on such individual under chapter 42 of the Internal Revenue Code of 1986, as amended ("Code"). Further, if at any time the Corporation is deemed to be a private foundation within the meaning of § 509 of the Code then, during such time, no payment shall be made under this Article if such payment should constitute an act of self-dealing or a taxable expenditure, as defined in § 4941(d) or 4945(d), respectively, of the Code. Moreover, the Corporation shall not indemnify, reimburse, or insure any person in any instance where such indemnification, reimbursement, or insurance is inconsistent with § 4958 of the Code or any other provision of the Code applicable to corporations described in § 501(c)(3) of the Code.

If any part of this Article V shall be found in any action, suit or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

#### **ARTICLE VI. Miscellaneous**

**Section 6.01. *Fiscal Year.*** The fiscal year of the Corporation shall be from June 1 to May 31 or such other period as may be fixed by the Board of Directors.

**Section 6.02. *Checks, Notes and Contracts.*** The Board of Directors shall determine who shall be authorized from time to time on the Corporation's behalf to sign checks, drafts, or other orders for payment of money; to sign acceptances, notes, or other evidences of indebtedness; to enter into contracts; or to execute and deliver other documents and instruments.

**Section 6.03. *Amendment of Articles of Incorporation and Bylaws.*** The Articles of Incorporation and Bylaws of the Corporation may be adopted, amended or repealed in whole or in part by majority vote of the directors then in office.

**Section 6.04. *Loans to Directors and Officers.*** The Corporation shall not make any loan of money or property to or guarantee the obligation of any director or officer, unless approved by the Attorney General; provided, however, that the Corporation may advance money to a director or officer of the Corporation or of its parent or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such director or officer, provided that in the absence of such advance, such director or officer would be entitled to be reimbursed for such expenses by the Corporation. The provisions of this § 6.05 do not apply to (1) the payment of premiums in whole or in part by the Corporation on a life insurance policy of a director or officer so long as repayment to the Corporation of the amount paid by it is secured by the proceeds of the policy and its cash surrender value; or (2) a loan of money to or for the benefit of an officer in circumstances where it is necessary, in the judgment of the Board of Directors, to provide financing for the purchase of the principal residence of the officer in order to secure the services or continued services of the officer and the loan is secured by real property located in the state of California.

**Section 6.05. Maintenance of Corporate Records.** This corporation shall keep the following:

- (a) Adequate and correct books and records of account; and
- (b) Minutes of the proceedings of its board and committees of the board.

The minutes and other books and records shall be kept either in written form or in any other form capable of being converted into clearly legible form or in any combination of the two.

**Section 6.06. Annual Report.** The board shall cause an annual report to be sent to the directors within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- (a) The assets and liabilities, including trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- (d) The corporation's expenses or disbursements for both general and restricted purposes;
- (e) Any information required by these bylaws; and
- (f) An independent accountants' report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

This requirement of an annual report shall not apply if the corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all directors and to any member who requests it in writing. If the board approves, the corporation may send the report and any accompanying material sent pursuant to the section by electronic transmission.

**Section 6.07. Annual Statement of Certain Transactions and Indemnifications.** As part of the annual report to the directors, or as a separate document if no annual report is issued, the corporation shall annually prepare, mail, and deliver to its directors a statement of any transaction or indemnification of the following kinds within 120 days after the end of the corporation's fiscal year:

- (a) Any transaction (i) to which the corporation, its parent or subsidiary was a party, (ii) which involved more than \$50,000 or was one of a number of such transactions with the same person involving, in the aggregate, more than \$50,000, and (iii) in which either of the following interested persons had a direct or indirect material financial interest (a mere common directorship is not a material financial interest):
  - (1) Any director or officer of the corporation, its parent or subsidiary;
  - (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary.

This statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of that interest, except that, in a partnership in which such person is a partner, only the partnership interest need be stated.

- (b) A brief description of the amounts and circumstances of any loans, guarantees, indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation under these bylaws, unless the loan is not subject to Corporations Code section 5238(e)(2).

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The undersigned incorporator of hereby adopts the foregoing Bylaws as the Bylaws of the Corporation.

Dated:

**Jeremy Terhune**  
Incorporator

**THIS IS TO CERTIFY:**

That I am the duly elected, qualified and acting Secretary of Promotores Unidas para la Educación Nacional de Tecnologías Sostenibles and that the foregoing Bylaws were adopted as the Bylaws of said corporation as of July 8, 2009 by the Board of Directors of said corporation.

Dated:

**John Morearty**  
Secretary

- 
- <sup>i</sup> Amended: February 14, 2011
  - <sup>ii</sup> Amended: February 14, 2011
  - <sup>iii</sup> Amended March 14, 2011
  - <sup>iv</sup> Amended March 14, 2011
  - <sup>v</sup> Amended February 14, 2011
  - <sup>vi</sup> Amended January 10, 2012
  - <sup>vii</sup> Amended January 4, 2011



# State of California Secretary of State

**S**

## Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

**FEES (Filing and Disclosure): \$25.00.**

**If this is an amendment, see instructions.**

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**1. CORPORATE NAME**

PROMOTORES UNIDAS PARA LA EDUCACION NACIONAL DE  
TECNOLOGIAS SOSTENIBLES

**2. CALIFORNIA CORPORATE NUMBER**

C3213630

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

**3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
401 N. San Joaquin St., Suite 205	Stockton	CA	95202
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
401 N. San Joaquin St., Suite 205	Stockton	CA	CA 95202
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
PMB #463, 4719 Quail Lakes Dr., Suite G	Stockton	CA	95207

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Jeremy Terhune	PMB #463, 4719 Quail Lakes Dr., Ste. G	Stockton	CA	95207
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
John Morearty	1205 W. Acacia St.	Stockton	CA	95203
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Michael Ballot	5149 Gadwall Cir.	Stockton	CA	95207

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
Janis Zurilgen, Chairwoman	401 N. San Joaquin St.	Stockton	CA	95202
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
Susan Mora-Loyko, Vice-Chair	401 N. San Joaquin St.	Stockton	CA	95202
12. NAME	ADDRESS	CITY	STATE	ZIP CODE
Gene Bigler	401 N. San Joaquin St.	Stockton	CA	95202

**13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:**

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

**14. NAME OF AGENT FOR SERVICE OF PROCESS**

Jeremy Terhune

**15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL** CITY STATE ZIP CODE  
PMB #463, 4719 Quail Lakes Dr, Ste. G Stockton CA 95207

**Type of Business**

**16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION**  
Non-Profit Community Farm and Educational Entity

**17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.**

3/1/2012

Michael Ballot

Treasurer

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

*M. Ballot*  
SIGNATURE

**BOARD OF DIRECTORS (CONTINUED)**

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
Chris Eley	401 N. San Joaquin St.	Stockton	CA	95202
Arlene Galindo	401 N. San Joaquin St.	Stockton	CA	95202
Sacha Joseph-Mathews	401 N. San Joaquin St.	Stockton	CA	95202
Minh Tran	401 N. San Joaquin St.	Stockton	CA	95202
Esperanza Vielma	401 N. San Joaquin St.	Stockton	CA	95202
Jeremy Terhune, CEO	401 N. San Joaquin St.	Stockton	CA	95202
John Morearty, Secretary	401 N. San Joaquin St.	Stockton	CA	95202
Michael Ballot, Treasurer	401 N. San Joaquin St.	Stockton	CA	95202

<b>NET WORTH</b>		<b>ACTUAL</b>			
Net assets:		59,479.52			
Total cash:		11,924.00			
Net liabilities:		4,005.83			
Net worth:		67,397.69			

<b>SUMMARY</b>				
	<b>ACTUAL</b>	<b>BUDGETED</b>	<b>OVER BUDGET</b>	<b>UNDER BUDGET</b>
Total income	11,924.03	377,429.50		-365,505.47
Total expenses	0.00	376,879.50		-376,879.50
Income less expenses:	11,924.03	450.00	11,474.03	

<b>INCOME DETAILS</b>					
	<b>ACTUAL</b>	<b>BUDGETED</b>	<b>OVER BUDGET</b>	<b>UNDER BUDGET</b>	<b>COMMENTS</b>
Private donations (0001)	0.00	51,529.50		-51,529.50	need help from the board to raise this amount. Private
Health Plan of San Joaquin (0002)	0.00	7,500.00		-7,500.00	already awarded. To be dispersed January 2012
Goggio Family Foundation (0003)	10,000.00	10,000.00			dispersed January 2012
Columbia Foundation (0004)	0.00	45,000.00		-45,000.00	if awarded, funds will be dispersed in March 2012
Other Grants (TBA)	0.00	245,000.00		-245,000.00	need help from the board to raise this amount
Revenue from Boggs Tract (0005)	0.00	18,000.00		-18,000.00	guesstimate from product sales (produce, eggs, etc.)
Cash Reserve from 2011 (0006)	1,924.03	400.00	1,524.03		carryover from 2011
<b>Total Income:</b>	<b>11,924.03</b>	<b>377,429.50</b>		<b>-365,505.47</b>	

<b>EXPENSE DETAILS</b>					
	<b>ACTUAL</b>	<b>BUDGETED</b>	<b>OVER BUDGET</b>	<b>UNDER BUDGET</b>	<b>BUDGET CODE</b>
<b>BOGGS TRACT COMMUNITY FARM (001)</b>					
<i>Example: 0001-001-01</i>					
* Utilities (01)	0.00	12,000.00		-12,000.00	
Chicken Project (02)	0.00	6,000.00		-6,000.00	
* Seeds (03)	0.00	2,500.00		-2,500.00	
* Compost and Fertilizers (04)	0.00	2,500.00		-2,500.00	
Farm Tools & Equipment (05)	0.00	1,800.00		-1,800.00	
Aquaculture Project (06)	0.00	35,000.00		-35,000.00	
* Composting Project (07)	0.00	4,000.00		-4,000.00	
Common Area (08)	0.00	35,000.00		-35,000.00	
* Crop Production and Storage (09)	0.00	3,500.00		-3,500.00	
Washington School Garden (10)	0.00	10,000.00		-10,000.00	
Orchard Project (11)	0.00	5,000.00		-5,000.00	
Irrigation Supplies (12)	0.00	15,000.00		-15,000.00	
* CSA Project (13)	0.00	5,000.00		-5,000.00	
Apiculture Project (14)	0.00	2,350.00		-2,350.00	
Trainings (15)	0.00	2,000.00		-2,000.00	
Meeting Expenses (16)	0.00	1,500.00		-1,500.00	
Family Garden Plots (17)	0.00	1,400.00		-1,400.00	
Hoop Houses (18)	0.00	5,600.00		-5,600.00	
* Permits and Fees (19)	0.00	2,000.00		-2,000.00	
Marketing & Publications (20)	0.00	3,500.00		-3,500.00	
<b>Subtotal Expenses:</b>		<b>155,650.00</b>		<b>-155,650.00</b>	
* 3% Contingency Fund (21)	0.00	4,669.50		-4,669.50	
<b>Total Expenses:</b>		<b>160,319.50</b>		<b>-160,319.50</b>	
<b>SAN JOAQUIN COUNTY FAIR COMMUNITY SUPPORTED GARDEN (002)</b>					
Materials and Supplies (22)	0.00	1,800.00		-1,800.00	
Marketing and Publications (23)	0.00	600.00		-600.00	
<b>Total expenses:</b>		<b>2,400.00</b>		<b>-2,400.00</b>	
<b>PANAMA (003)</b>					
Meeting Expenses (24)	0.00	500.00		-500.00	
Communications (25)	0.00	1,000.00		-1,000.00	
Travel (26)	0.00	5,000.00		-5,000.00	
Trainings, conferences (27)	0.00	2,000.00		-2,000.00	
<b>Total expenses:</b>		<b>8,500.00</b>		<b>-8,500.00</b>	
<b>STAFF (004)</b>					
* Executive Director (28)	0.00	50,000.00		-50,000.00	
* Boggs Tract Farm Manager (29)	0.00	40,000.00		-40,000.00	
* Education Coordinator (30)	0.00	24,000.00		-24,000.00	
* Construction Coordinator (31)	0.00	24,000.00		-24,000.00	
* Community Liaison (32)	0.00	24,000.00		-24,000.00	
<b>Total expenses:</b>		<b>162,000.00</b>		<b>-162,000.00</b>	
<b>ADMINISTRATIVE (005)</b>					
* Liability Insurance (33)	0.00	3,500.00		-3,500.00	
* Website (34)	0.00	1,800.00		-1,800.00	
* Office space rental (35)	360.00	4,560.00		-4,160.00	
* Communications (36)	0.00	1,500.00		-1,500.00	
* Travel (37)	0.00	4,000.00		-4,000.00	
Office expenses (38)	0.00	2,400.00		-2,400.00	
Meeting expenses (39)	0.00	1,200.00		-1,200.00	
Office equipment (40)	0.00	4,000.00		-4,000.00	
Marketing and Publications (41)	0.00	4,000.00		-4,000.00	
Research and Development (42)	0.00	10,000.00		-10,000.00	
Annual Report (43)	0.00	1,800.00		-1,800.00	
Trainings, conferences (44)	0.00	5,000.00		-5,000.00	
<b>Total expenses:</b>	<b>360.00</b>	<b>43,760.00</b>		<b>-43,380.00</b>	

<b>Core Operating Costs</b>		<b>Cost</b>
001		36,169.50
002		0.00
003		0.00
005		15,360.00
<b>Total Core Operating Costs:</b>		<b>51,529.50</b>
004		162,000.00
<b>Total Core Operating Costs w/ Staff:</b>		<b>213,529.50</b>

\* This budget was approved by the PUNTES Board of Directors on January 10, 2012



# PUENTES

Bridging Sustainable Communities

## 2011 Annual Report

### **Accomplishments Boggs Tract Community Farm:**

Installed plumbing irrigation systems for crop production and family plots.

- Recruited 26 families as shareholders on the Farm.
- Built 32 raised beds for raising crops and family gardens.
- Built 2 special hoophouses to raise organic egg laying hens.

### **Inside our report...**

Boggs Tract Community Farm	2
Community Garden at SJC Fair	3
Meet Our Board: Board Officers	4
Meet Our Board: At-Large Members	5
Finance: 2011 Expenses	6
Finance: 2011 Revenue	7
PUENTES Mission & Contact Info.	8

### **A Few Words from Our Board President...**

With spring in the air, the farm is already dotted with tiny seedlings. That inkling of green offers the hope of success and abundance and it gives meaning to the endless hours of volunteer work that have been put forth to make this farm possible.

Of the many things we accomplished, we were able to procure a piece of land, stock a tool shed, recruit local families to participate,

All of this was driven by the generosity and support of volunteers and donors. So on behalf of the Board of Directors, I would like to say thank you to everyone and encourage you to help us move this worthwhile cause forward—not only for the sake of our neighbors and our children, but for sustainability and longevity, and out of kindness to the earth.



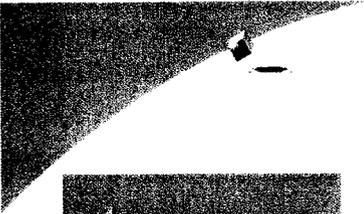
PUENTES Board Chairwoman Janis Zurilgen helps install drip irrigation lines at Boggs Tract Farm.

It is no secret that all who have contributed to the farm's successes have been generous with their time and resources.

start our community crops and construct chicken coops.

- Janis Zurilgen





2011 was the year of building the foundation for the Farm!

## Changing the Face of Boggs Tract

**We had a very successful year at Boggs Tract Community Farm!**

PUENTES is developing an urban farm in the Boggs Tract area of Stockton, CA to support local residents along with setting up a farmers' market to generate revenue that will ultimately go towards creating urban farms throughout San Joaquin County.

PUENTES has signed a 20 year lease, renewable every 5 years, for 5 acres of land from Port of Stockton. Free of charge. In 2011 we conducted 13 farm planning and recruitment workshops for Boggs Tract Community Farm.

We currently have 26 families signed on who have made a 5 year commitment to the project, and who have prepared the soil and begun to plant their garden plots for Spring 2012.

By following a rigorous business plan developed by MBA students from the University of the Pacific, PUENTES Boggs Tract urban farm will eventually generate enough income to become financially self-sustaining!

We have achieved the benchmarks outlined in the 1<sup>st</sup> year of our 5 year business plan, and are preparing to roll out our Community Supported Agriculture (CSA) box program by mid-summer.

*The 2nd Saturday of every month PUENTES invites you to join us for a Farm Work Day!*

**"Kale, lettuce and beets have sprouted, seeds are in the ground soaking up the most recent rains, and the prospects are bright..."**

**Eric Firpo**

## Building a Self-Sustaining Farm

**By: Eric Firpo, Crop Production Coordinator, PUENTES**

Kale, lettuce and beets have sprouted, seeds are in the ground soaking up the most recent rains, and the prospects are bright for the first year's crops at the Boggs Tract Community Farm.

The farm is expected to have a healthy mix of herbs, leafy greens, root vegetables, and staples such as heirloom tomatoes, squash and legumes. The farm expects to lean toward specialty crops and unusual varieties to maximize its appeal to its CSA customers as well as Bon Appétit, the University of the Pacific's food concessionaire that will also buy the farm's produce.



By May, the farm expects to have roughly 50 chickens producing eggs, and by the end of the year, a mixed fruit tree orchard is expected to be planted that's designed to produce nearly year round. Plans for aquaculture should soon follow.

## Washington Elementary School Garden

Boggs Tract Community Farm has allocated a large garden space for use exclusively by Washington Elementary School. We brought on Dave Becker, an educator and nutritional specialist, as our Education Coordinator on the farm.

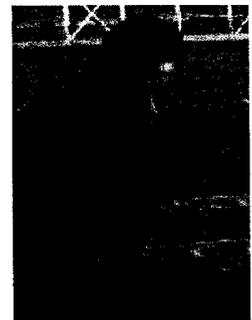
Dave has developed a strong working relationship with UC Davis Extension and is implementing a state approved curriculum with the After School program at Washington Elementary School.

Six raised garden beds were constructed and a small greenhouse was donated to the farm by Kohl Open School. Dave has conducted 4 classes about nutrition and gardening with a small group of 15 students.

2012 will be a busy year for the Washington School Garden!



Patrica, Darius, and Harriet pose for the cameras during a Farm Work Day.





### **San Joaquin County Fair Community Supported Garden**

PUENTES' County Fair Garden Coordinator Rey Ledesma exceeded expectations expanding and providing garden workshops during 2011.

PUENTES has engaged and provided 8 workshops on the theme of garden planning, composting, and home gardening to 6 families at the San Joaquin County Fairgrounds. During the fair, PUENTES volunteers built a global village educational display and gave tours of the garden to over 150 community members during the San Joaquin County Fair.

PUENTES has re-signed the annual renewable contract with the Fair for FY 2012, and has expanded the garden to over 16,000 square feet, including a small fruit orchard and additional garden plots. The San Joaquin County Fair CSG has provided an opportunity for our families to get exercise outdoors, alleviate stress, and learn new gardening techniques that they can replicate in their own homes.

PUENTES will conduct garden tours and nutrition education workshops during the 2012 San Joaquin County Fair in order to educate hundreds of families about the benefits of home gardening and eating fruits and vegetables.

**“The San Joaquin County Fair CSG has provided an opportunity for our families to get exercise outdoors, alleviate stress, and learn new gardening techniques.”**



**PUENTES Board Officers**



**Board Chairwoman: Janis Zurilgen**

Janis works as a project management professional. She is a 2002 graduate of University of the Pacific, served in the Montana Conservation Corps, and worked as a software developer and team leader at Sandia Labs.



**Vice-Chair: Susan Mora-Loyko**

Susan Mora Loyko is a retired City of Stockton employee whose most recent assignments included 8 years as the Stormwater Outreach Coordinator and 5 years as the Recycling Coordinator. She is active in the Social Justice Ministry of her parish. Among her greatest joys is her 12 year collaboration with Stockton's annual Earth Day Festival. She is a graduate of Cal State Long Beach with a bachelor's degree in Journalism. She is married to-Bill, with five children and three most wonderful grandsons.



**Board Treasurer: Michael Ballot, PhD**

Dr. Ballot, a Professor Emeritus at the University of the Pacific's Eberhardt School of Business, holds a joint Ph.D. in Business and Economics from Stanford University. Over forty years he has authored two books and over 100 papers. He is also Treasurer for Campaign for Common Ground, a Smart Growth Advocacy group, and is a member of the Sierra Club, representing them on SJCOC's Citizens' Action Committee (which he is currently chairing). Dr Ballot is an accomplished sailor, racquetballer, and ale aficionado.



**Board Secretary: John Morearty, PhD**

Ph.D. in Social Thought (Univ. of Chicago), retired building contractor. Co-founder and board member, Peace and Justice Network of San Joaquin County (501-c-3); associate editor, Connections newspaper, published monthly by that group since 1986. For fun he bicycles, plays the shakuhachi, helps his wife garden and enjoys their ten grandchildren.

**"I founded PUENTES because I wanted to help people build the lives they dreamed and hoped for!"**

**- Jeremy Terhune**



**At-Large Board Members**



**Sacha Joseph-Mathews, PhD**  
 Sacha loves to travel the world with her husband! She has a BA from University of the West Indies, 1988; Ph.D. Florida State University, 2006. She is currently an Assistant Professor of Marketing, Eberhardt School of Business, University of the Pacific



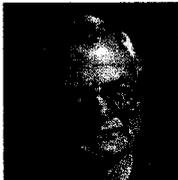
**Arlene Galindo**  
 Stockton born and raised. Community activist. Board member of San Joaquin Film Festival, Stockton.



**Chris Eley**  
 Does all PUENTES' legal work pro bono. He is a 3rd Generation Stocktonian, and has practiced law here for over thirty years.



**Esperanza Vielma**  
 Esperanza grew up in South Stockton, and earned a B.A. in Spanish and Chicano Studies from U.C. Berkeley. She is a Woodrow Wilson Fellow. She spent fifteen years in Los Angeles working for attorney Nick Pacheco, and for the INROADS internship program for disadvantaged students. She is the founder and CEO of the Small Business Association of California, and the Community Assistance Foundation for Empowerment. For health and fun, she runs.



**Gene E. Bigler, PhD**  
 Dr. Bigler has been a visiting professor at the University of the Pacific in Stockton since retiring from the US Foreign Service in 2005. He first became committed to supporting the struggle for a better of quality of life in the community when he marched with Cesar Chavez as a student at Pacific in the 1960s. Then as a Fulbright Scholar in Ecuador in 1968, he started studying the problems of economic development in the Americas. With 18 years of experience living and working in Latin America, besides the adventures in many other climes, he is eager to share the lessons and blessings of sustainable agriculture and social entrepreneurship with the community in Stockton, as well as to collaborate with Panama and the other interested neighborhoods to which we are building bridges in the Americas. Gene appreciates good quality food with great gusto.



**Minh Tran**  
 Minh graduated from the University of the Pacific in 2010 with a degree in biochemistry, and worked in that industry before transitioning to Informational Technology. He has a deep interest in understanding physical phenomena and how things work. He hopes to pursue an MBA in IT in the near future.



**Jeremy Terhune**  
 Jeremy is the Founder and CEO of PUENTES. He has a B.A. in Humanities from California State University, Chico, and is a former Peace Corps volunteer from Panama. He was raised in Stockton CA, and his passion is sustainable international development. Jeremy works for Defenders of Wildlife, loves hiking and backpacking, and enjoys spending time with his 6 year old daughter, Sharon.

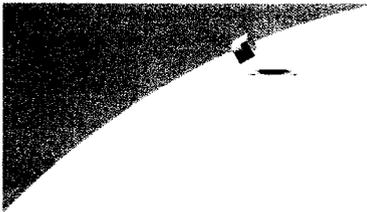


John gives Arlene a hug during the farm blessing.

**-I'm eager to share the lessons and blessings of sustainable agriculture and social entrepreneurship with the community in Stockton."**  
**- Gene Bigler**



A young gardener prepares the soil at Boggs Tract Community Farm.

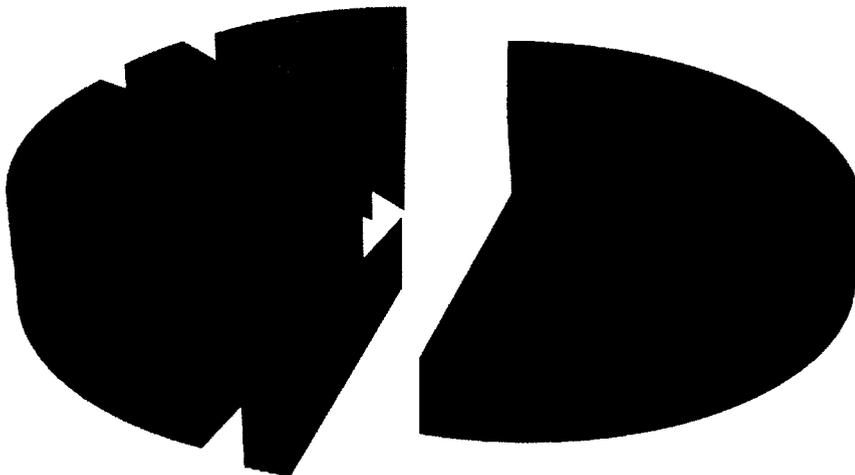


Above: Jeremy and Minh help to build the frames for raised garden beds at Boggs TractCommunity Farm!

Right: Supporters enjoy a fabulous brunch donated by Bon Appétit Management Company at the PUENTES' "Seeds and Spirits" event.

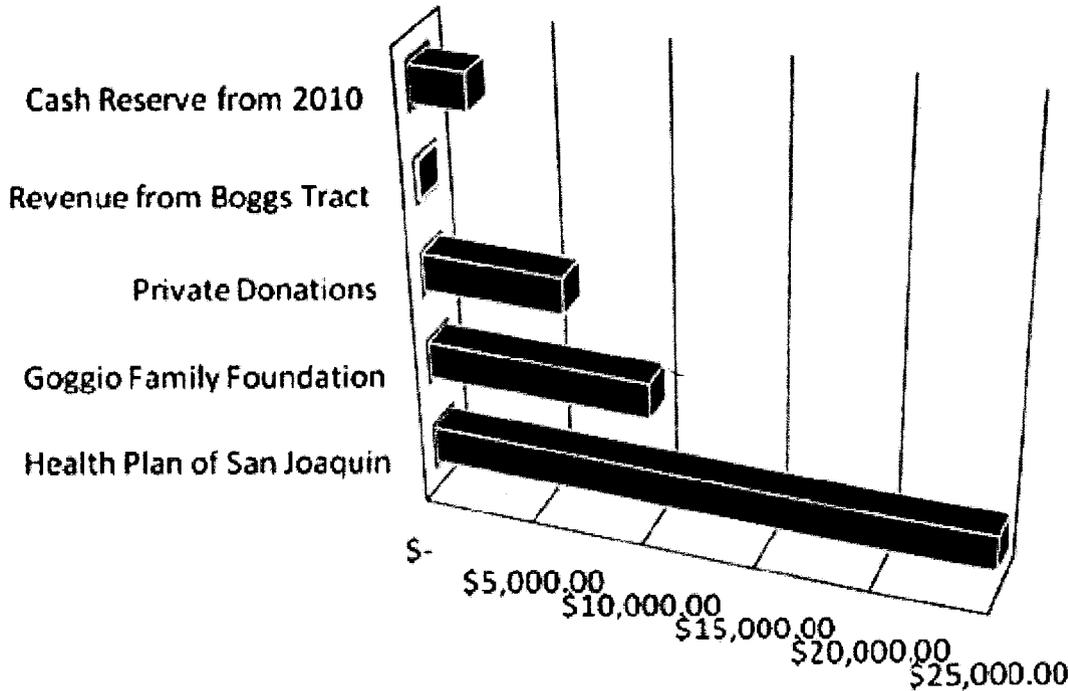


## Total Expenses for 2011: \$31,940.34



- Boggs Tract Community Farm: \$17,402.63
- SJC Fairgrounds Garden: \$649.97
- Office Expenses/ Equipment: \$5187.99
- Office Space Rental: \$3980.00
- Trainings and Conferences: \$1,265.10
- Administrative: \$3,454.65

# Total Revenue for 2011: \$43,864.37



## PUENTES' Net Worth ending 2011: \$66,255.67

### PUENTES Thanks our Key Supporters!

None of the great work that PUENTES has accomplished would have been possible without the help of our donors.

PUENTES would like to say a special "thank you" to the following organizations for their support:



A.G. Spanos Companies



Our name says it, Our prices prove it.



UNIVERSITY OF THE PACIFIC



SAN JOAQUIN LUMBER COMPANY  
A Provider of Quality Building Materials Since 1910



Dave McRoy, Manager from JR Simplot, poses for a picture with PUENTES' Construction Coordinator, Steve Evans, after donating \$573.48 worth of garden tools.





# PUENTES

Bridging Sustainable Communities

Mailing Address:  
PMB #463  
4719 Quail Lakes Ave., Ste. G  
Stockton, CA 95207

CA Office:  
401 N. San Joaquin St., Ste. 205  
Stockton, CA 95203

Phone/ Fax: 209-466-5500  
E-mail: [info@puentesca.org](mailto:info@puentesca.org)

We're on the Web!

[www.puentesamericas.org](http://www.puentesamericas.org)

## OUR MISSION

*Promotores Unidas para la Educación Nacional de Tecnologías Sostenibles* (PUENTES) is a human services and development organization based in Stockton, CA.

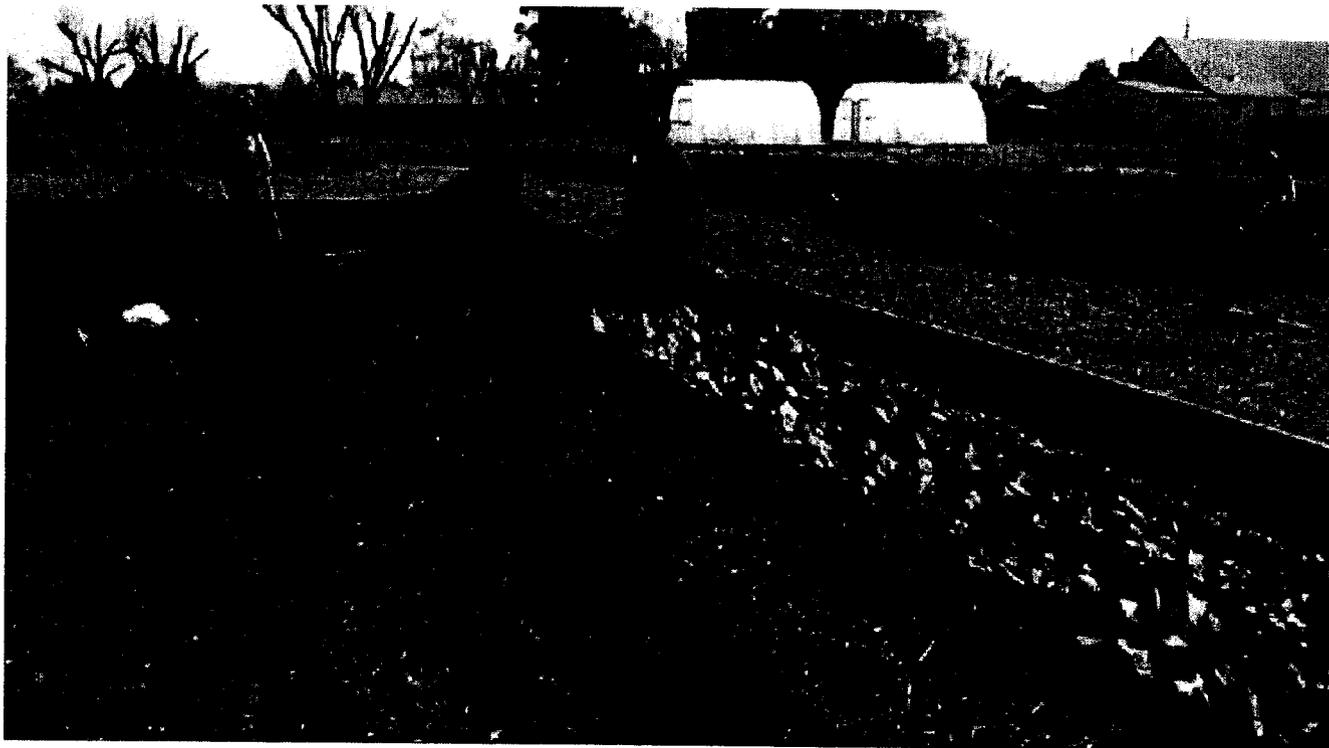
Our mission is to spread the knowledge and effective implementation of sustainable technologies and stimulate a critical, cooperative, and positive attitude in underprivileged communities across the Americas.

*In other words, we want to help people build the lives they hope and dream for!*

## Directions to Boggs Tract Community Farm:

At the I-5 Stockton Crosstown Freeway interchange, take Fresno Avenue exit. At the end (about 1/4 mile), turn right onto Fresno Avenue and then immediately left onto West Sonora Avenue, going past Washington School (on your right). Continue two blocks to where the houses on the right side end, and turn left on South Ventura Avenue (no street sign) and go just one block. You'll see the garden on your left. Park along street.

PUENTES is a 501(c)3 Non-Profit Corporation, registered in the State of California as a Charitable Organization since June, 2009.



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# COUNTY OF SAN JOAQUIN

Office of the County Administrator

County Administration Building  
44 North San Joaquin Street, Suite 640  
Stockton, California 95202-2931  
(209) 468-3203, Fax (209) 468-2875

**MANUEL LOPEZ**  
County Administrator

**ROSA LEE**  
Assistant County Administrator

April 13, 2012

Susan Mora Loyko, Board Member  
PUENTES  
PMB #463,  
4719 Quail Lakes Ave., Ste G  
Stockton, CA 95207

Dear Ms. Loyko:

## **Final Budget Hearings**

This is in response to your funding request received by the County Administrator's Office in the amount of \$35,000. As stated in your letter, the requested funds would be used to support PUENTES fixed costs.

While the County understands and appreciates your request, funding for PUENTES has not been recommended to the Board of Supervisors as part of the 2012-13 Proposed Budget. The 2012-13 Final Budget Hearings are scheduled for June 26-29, 2012. The hearings will begin at 1:00 PM on June 26, and begin at 9:00 AM each following day, in the Board's Chambers (Administration Building, 44 N. San Joaquin Street, 6<sup>th</sup> Floor).

If you have any questions regarding the County's budget process or need further information, please contact me at 468-2997.

Very truly yours,

A handwritten signature in cursive script that reads "Bobby Magee".

Bobby Magee  
Management Analyst

BM:am

BM04-01