

COUNTY OF COCHISE



FISCAL YEAR 2016
**COMMUNITY DEVELOPMENT BLOCK GRANT
REGIONAL ACCOUNT APPLICATION**

SOUTHERN ARIZONA CHILDREN'S HAVEN

(Project 1 of 1)



Prepared by: Lisa M. Marra, Community Relations Administrator, Cochise County

With the Assistance of:
SouthEastern Arizona Governments Organization (SEAGO)
1403 W. Highway 92
Bisbee, AZ 85603

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COUNTY OF COCHISE

(Project 1 of 1)

FY 16 CDBG APPLICATION REGIONAL ACCOUNT
SOUTHERN ARIZONA CHILDREN'S HAVEN



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FORM 1

FY 2016 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION COVER SHEET

<input checked="" type="checkbox"/>	A. Regional Account (RA) COG: SEAGO	<input type="checkbox"/>	B. State Special Project (SSP)
<input type="checkbox"/>	C. Colonias	<input type="checkbox"/>	D. NRS: Date approved: / / Approval on page:

1. Applicant and DUNS Number: Cochise County 020126041 0000	2. Legislative/ Congressional Districts: Legislative District #14 Congressional #2
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3. Address (with 9-digit zip code): 1415 Melody Lane Bldg G,
Bisbee, AZ 85603-3037
Name of County Applicant Located In: Cochise

4. Contact Person/Title (Grantee) Lisa M. Marra, Community Relations Administrator Phone/Fax/Email: 520-432-9742/ 520-432-5016 LMarra@cochise.az.gov,	5. Contact Person/Title (COG/Other): Bonnie Williams, Program Manager / SEAGO Phone/Fax/Email: (520) 432-5301 x211/ bwilliams@seago.org
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6. Complete the following information for the activities for which you are requesting funds in a single contract (maximum of 2 including Administration). Complete an additional Form 1 for each additional activity included in the application. Item d: Fund types are (1) Leverage, (2) Program Income, or (3) Other.

a. Activity Name	b. CDBG Funds	c. Non-CDBG Funds	d. Fund Type	e. Total Funds
1. Administration	26,778	0		26,778
2. So. Az. Children's Haven	205,000	0		205,000

Total CDBG Funds Requested for this Project (Activities #1 and #2): **\$ 231,778**

8. List **all other** activities applied for this fiscal year. Indicate by which application includes the required general information (Certifications, Disclosure Report, etc.) and administration funds. Note that there will be a separate contract for each activity except Administration.

Activity Name	Amount (CDBG \$ only)	CDBG USE ONLY - Contract No.
<input type="checkbox"/> a. N/A		
<input type="checkbox"/> b.		
<input type="checkbox"/> c.		
<input type="checkbox"/> d.		

9. Total CDBG Funds Requested (all activities applied for this fiscal year, including administration): **\$ 231,778**

10. Certification: To the best of my knowledge and belief, data in this application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached Certifications if the assistance is approved.

Signature of the Chief Elected Official	Date:
	6/28/16

Name (typed): Richard R. Searle	Title: Chairman, Cochise County Board of Supervisors
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FORM 2
COMMUNITY DEVELOPMENT BLOCK GRANT
GENERAL ADMINISTRATION SUMMARY

1. Applicant: Cochise County

ITEM	a. CDBG \$	b. Non-CDBG \$*	c. Total
2. TAAP. Total costs for COG Technical Assistance and Application Preparation, as per local government/ COG Agreement	3,000.00	0	3,000.00
3. Salaries, Wages, Fringe Benefits			
% or Hours			
3.1 Position #1 Title:Community Relations Administrator (Lisa M. Marra)	21,218.00	0	21,218.00
3.2 Position #2 Title:			
3.3 Position #3 Title:			
3.4 Position #4 Title:			
4. Professional Services (Contractual)			
4.1 For:			
4.2 For:			
4.3 For:			
5. Travel	500.00	0	500.00
6. Office Supplies and Equipment	300.00	0	300.00
7. Advertising/Publications	900.00	0	900.00
8. Indirect Costs (% documented by cost allocation plan)			
9. Other Operating Expenses (<i>specify</i>)			
9.1 Item 1: Training/Education	700.00	0	700.00
9.2 Item 2: Postage	160.00	0	160.00
9.3 Item 3:			
9.4 Other (Fair Housing, Section 504, etc.)			
10. TOTALS	26,778	0	26,778

* Indicate in parentheses if the amount is Leverage (L), Program Income (PI), or Other (O). If the amount is a mixture of different types of funds, indicate the amount for each type.

11. a. Indicate who will be in charge of the financial record keeping (give name and title): Lisa M. Marra,Community Relations Administrator

b. Provide the street address for the location of the financial records: 1415 Melody Lane Building G, Bisbee, AZ 85603-3037

**FORM 2 – ACTIVITY 1 (Administration) BUDGET
Detailed Cost Estimates**

TAAP Fees - \$3000.00 Fee charged by SEAGO (COG) per agreement

Salaries, Wages, Fringe Benefits - \$21,218

Community Relations Administrator – Based on 527 hours over a 2 year period, including salary and fringe benefits. Hourly rate \$31.25 plus fringe of \$9.01 per hour. Work to include performance and closeout reporting, procurement of engineering and construction services, review and process of payment requests, tracking expenses, payments, reimbursements, preparation of payments, reimbursements, required reports, verification of certified payroll, job site visits and management, monitoring response, and file management.

Travel - \$500 Includes travel to jobsite during bidding/job duration and travel to Housing Forum in 2017

Office Supplies – \$300 Includes office supplies directly related to grant used for bid packets, copies, file folders, signage for jobsite that it's a CDBG project.

Advertising/Publications - \$900 Includes the costs for public participation hearings, printing costs, and costs for publication in various county newspapers.

Training/Education - \$700 Cost for Community Relations Administrator to attend Housing Forum (registration, hotel, food) in 2017

Postage - \$160 Includes cost to mail public notification flyer to 98 public sites within the county @.49 each (\$48.02) and cost for certified/return receipt mail notifications for ERR to government and associated agencies (\$95.00) Quarterly reimbursement mailing costs estimate (\$16.98)

TOTAL ADMIN \$26,778



**FORM 3
COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY BUDGET**

1. Applicant: Cochise County	2. Activity Name: Southern Arizona Children's Haven		
	a. CDBG \$	b. Non-CDBG \$ *	c. TOTAL \$
3. Environmental Review Record Check box if included in Administration: <input checked="" type="checkbox"/>	0	0	0
4. Design/Engineering/Inspection (or other Professional Services related to project) Previously Procured <input checked="" type="checkbox"/> Procure <input type="checkbox"/> In-House <input type="checkbox"/>			
5. Construction Contract Work (include materials and DB wage rates)	205,000	0	205,000
6. Fixed Asset Equipment	0	0	0
7. Land Acquisition (includes easements) (must comply with the Uniform Relocation Act)	0	0	0
8. Rehabilitation Services (if this exceeds 20% of total activity costs, attach a rationale) Procure <input type="checkbox"/> In-House <input type="checkbox"/>	0	0	0
9. Other N/A(specify or attached as page)	0	0	0
10. For City/Town, County or Other Construction			
10.1 Purchase of Materials	0	0	0
10.2.a Employees (documentation attached as page regarding number of employees, wages, number of hours, etc.)	0	0	0
10.2.b Offenders	0	0	0
10.2.c Volunteers	0	0	0
10.3 Equipment (Use vs. Purchase) (documentation attached regarding rental rates, number of hours to be used, type of equipment, etc.)	0	0	0
10.4 Other (attached as page)	0	0	0
11. TOTALS	205,000.00	0	205,000.00

* Indicate in parentheses if the amount on Non-CDBG is Leverage (L), Program Income (PI), or Other (O). If the amount is a mixture of different types of funds, indicate the amount for each type.

12. Provide a narrative explanation on the source of Non-CDBG funds listed in column b. identified as Leverage (L) or Other (O): N/A

**FORM 3 – ACTIVITY 2 (Project) BUDGET
Detailed Cost Estimates**

#3. Environmetnal Review will be completed in-house under the Administration Budget for Admin time.

#4. Design/Engineering/Inspection – \$-0- The building owner has already had this work complete at their cost due to the recent arson of the building. Construction plans and engineering have been complete. Cochise County Procurement Dept. will prepare all bid documents based on those plans.

#5 Construction Contract Work – (Includes all materials and Davis Bacon wages) \$205,000 Based on engineer's estimate of probable costs (includes 10% contingency). See quote. Please note this original estimate was including some additional options that may not be feasible at this time (solar and block fence). Because we have access to contractors via State contract, we anticipate getting the work completed for the budget amount of \$205,000 to get the building back to the standard it was prior to the arson fire. This will ensure the facility is able to open as the Children's Haven by the end of this grant cycle.

Total \$205,000

FORM 5



COMMUNITY DEVELOPMENT BLOCK GRANT ACTIVITY DESCRIPTION COMMUNITY FACILITIES/BARRIER REMOVAL

1. Applicant: Cochise County

2. Activity Name: Southern Arizona Children's Haven

3. Map(s) attached as page(s): 34-37

Examples of community facilities include: parks, playgrounds, recreational facilities, libraries, neighborhood facilities, senior citizen centers, and supportive housing facilities for homeless people and other special populations.

4. WHAT ARE YOU GOING TO DO?

Describe the activity and what is intended to be accomplished. See instructions.

The existing facility, known as the Cochise County Children's Center, located at 721 N. Gonzales Blvd, Huachuca City, AZ 85616-9619 is located in Cochise County, AZ north of the City of Sierra Vista. The building is a large freestanding structure on a side street parallel to Highway 90 near the City of Huachuca complex with easy access and parking.

The block building, constructed in 1984 is 4500 square feet on a one acre parcel. It contains 11 bedrooms, 4 bathrooms, staff offices with dining and living area, and an outdoor playground. No easement or land will be purchased in order to operate this facility.

The Cochise County Children's Center, was closed in August of 2014 after serving our community for 25 years. Today, there is no facility in the County to temporarily house children in crisis.

In late 2015 the facility was purchased by K. Michael Rutherford, a local business owner and former law enforcement officer, with the intent of re-opening the facility under the name of the Southern Arizona Children's Haven. The service would be the same: to provide crisis care after a domestic dispute or other chaotic family situation for any child in need. The only mission of the facility will be to house displaced children on a temporary basis, until a permanent living arrangement is completed.

The facility sustained serious interior damage after an arson fire occurred on January 22, 2016. The building was purchased with cash, there was no requirement to obtain insurance. Because the new owner had not gotten a policy in place, as was their intention, there was no insurance at the time of the fire. The building sat vacant for nearly a year with no problems and there was no indication this would happen. The individual responsible for the arson fire, a juvenile, was arrested and is currently on trial. No restitution is anticipated from this individual to cover the costs of repair.

These arson remediation repairs will bring the building up to the standard it was before the fire – and enable the center to open to house up to 16 children at one time. Funds and donations currently exist to provide costs for the daily operations which include staff and consumables such as furniture, bedding, clothes and food. These grant funds will be used for construction and administration costs to manage the grant during the two year duration. Prior to the arson fire, which was contained inside the building, the facility was in good condition with living and office furniture included. Due to the fire, the building was closed under direction of the Fire Marshall so we are unable to provide more specific detail until such time a scope of work is procured and entrance to the interior of the building is granted.

The following construction work needs to be performed in order for the facility to open:

- Electrical and plumbing upgrades
- Remove and replace windows and skylights
- Provide new insulation, drywall
- Replace some interior doors, hardware, shelving and trim
- Install fire alarm
- Painting, flooring, millwork.
- Install block security fence (optional if funds are available)

We have obtained one bid on the project in the amount of \$213,356 to cover the above work. This is an estimate only as a full scope of work has not been completed or procured under Federal guidelines. Cochise County has a long standing reputation of successfully completing CDBG projects within the scope of work and within funding allotted. We believe, under State procurement contracts, we can perform all the necessary work listed above so that the facility can be opened and serving the community by the end of the two year grant cycle.

The Southern Arizona Children's Haven is a 501©3 organization, with a commitment and track record to succeed. Mike Rutherford opened the Cochise Family Advocacy Center/Lori's Place last year when he and his wife Lori recognized the need to help victims of sexual abuse, assault and neglect right here in Cochise County instead of forcing these victims to travel to Tucson for care. Services include a coordinated interview of child abuse victims in a safe, child-friendly surrounding. Medical-Forensic examinations are performed in a non-threatening environment by professionally trained examiners. This process will avoid the need for multiple interviews, will reduce the trauma of disclosure, and will preserve evidence and statements to enhance offender prosecution and conviction. It also saves local law enforcement officers from transporting victims, sometimes up to four a week, to Tucson for medical exams.

They also provide crisis intervention and support for victims and non-offending family members, information regarding next steps, referrals to and information about different agencies involved and how they may affect the family, access to higher levels of care, and regular multidisciplinary review of cases to assure that services provided align with best practices. The one thing they do not provide is any shelter facility. The Southern Arizona Children's Haven is the missing link to ensuring full care for children in our County, and actually the entire region that is served by the State.

5. DO YOU HAVE SITE CONTROL? For all construction or acquisition of land or buildings, complete the following:

- a. Is the site properly zoned and free of restrictive covenants? If no, when will these issues be resolved?
Yes
- b. Are all utilities presently available to the site? If no, which utilities must be brought to the site?
Yes
- c. Who has the responsibility for bringing utilities to the site?
N/A
- d. Is this facility ADA compliant, to include parking and areas leading to the facility? If not, what elements are not compliant and what plan does the community have to make them compliant. **NOTE: CDBG may approve funding for a non-compliance element if: a) it is critical, e.g. roof repairs; and b) there is an adequate plan to address compliance. However, CDBG may not approve if it's for something cosmetic and compliance components are not being addressed. Historical exemptions are recognized, but must be evidenced to CDBG.**
Yes
- e. Is the land or facility on which the construction, rehabilitation or renovation will occur owned by the applicant? Please provide a copy of the Deed of Ownership as page 12 .

6. WHY DO YOU NEED TO DO IT?

Briefly describe the problems, conditions, and other factors that indicate the need for the activity. If a facility, indicate specific services to be provided to meet those needs and how such will be funded.

The existing facility, known as the Cochise County Children's Center, was closed in August of 2014 after serving our community for 25 years.

It was the only non-detention, foster care facility in the County (6200 square miles) that provided crisis care for children under the age of 18. When it closed, law enforcement as well as social workers had no place for children in crisis to go - they had to be transported to Tucson, the closest facility, or worse, left in the crisis situation. Currently, depending on the situation, children who are removed from homes in the County, or left alone due to the absence of a family member, stay on a cot,

sometimes for days, in the local offices of the Arizona Dept. of Children's Safety – or left in a unstable environment lacking proper care.

Statistics from the original operation are not available. Current numbers from DES/DCS indicate our County receives approximately 847 calls for service requests annually. Of those calls investigated, 498 children could be removed from homes. But where do they go while they are awaiting a permanent home? These numbers do not include children, placed or awaiting placement, in the foster care system. Nor does it include the number of homeless youth in the County, which is estimated to be several hundred. Lastly, it doesn't include the number of children that live in a domestically violent situation that is not reported. 2010 Census figure estimates show approximately 22% of the children in Cochise County live below the the poverty level. There is also a small percentage of children who could utilize this service in the event their only caregiver is hospitalized or jailed and no other family member can care for them, even on a temporary basis. Over the last five years, an upward trend has occurred which shows a serious need for a solution to a critical challenge that isn't getting better anytime soon.

Although the statistics alone are staggering and shocking, it's devastating to know these children, who just need a safe place to sleep, clothing, shelter, and medical care, and are not receiving it – simply because a facility doesn't exist where they live. The Southern Arizona Children's Haven is the solution.

Community and Supportive Housing Facilities (include and number any attachments)

Form 5.A

7. Will program income be generated from the activity? Yes No

If yes, describe the program income source and estimated amount: N/A

8. Will the facility be leased? Yes No

If yes, name the entity to which it will be leased. N/A

A Facility Use Policy must be submitted with the application for CDBG approval or will become a Special Condition. See PCA Handbook for a sample copy.

9. Name the entity that will hold title to the CDBG funded facility after completion. Southern Arizona Children's Haven

10. a. Name the entity that will operate and maintain the center/facility: Same

b. Budget for Operation & Maintenance is required and attached as page 26-29

11. a. Income guidelines, attached as page N/A

b. Fee Schedule, attached as page N/A

c. Facility Use Policy, attached as page N/A

d. Programs to be housed in the facility (list each program, house of use, clientele, income qualification process, etc.), attached as page N/A.

Note that excessive fees prohibiting the use of the facility or the programs by low to moderate-income persons will render the project non-fundable.

NATIONAL OBJECTIVE COMPLIANCE

12. To be eligible for funding, the project must fall under one of the following National Objectives. Please check the category (only one) that applies to this activity. Complete only the category that applies.

a. **Low and Moderate Income Benefit and Component:**

Areawide (Complete Form 13 and attach as page)

Limited Clientele (Complete Form 14 and attach as page 31)

b. **Slum or Blight/Targeted Area Benefit** (Complete Form 15 and attach as page)

13. Grantee: Cochise County

Facility Name: Southern Arizona Children's Haven

Date: July 1, 2016

Tenant Information for a Potential CDBG-Funded Facility

The following information is requested to show that the facility/building will meet the CDBG LM National Objective by benefiting at least 51% LM persons. This objective is met if at least 51% of the space serves only LM; or at least 51% of the persons using the facility (unduplicated count) are LM. Thus, it is advisable to provide as much information as possible about the facility's tenants and program beneficiaries.

1. Program Name	2. Program Description	3. Space Occupied	4. Total Beneficiaries	5. Total LM Beneficiaries	6. LM%
	NO TENANTS				

1. List the programs that will be housed in the facility and provide service on a regular basis.
2. Describe the purpose of each.
3. Indicate the percentage of space each program will occupy in the building.
4. Indicate the total number of beneficiaries for each program
5. Show the total number of LM beneficiaries for each program.
6. Show the LM% of the beneficiaries for each program.

7. Provide documentation from each program for the beneficiary information provided above. Attached as page(s) N/A.

8. Provide a floor plan sketch that shows the location and space to be occupied by each program. Attached as page(s) .

9. Describe any other uses of the facility such as meetings, classes, etc.. to include purpose, frequency and target audience/attendees. Attached as page(s) N/A.

10. Complete the following Facility Operations and Maintenance Budget form or substitute a budget with comparable information.

2016-01521

Page 1 of 14

Requested By: Pioneer Title Agency

Christine Rhodes - Recorder

Cochise County, AZ

01-29-2016 03:45 PM Recording Fee \$25.00

RECORDATION REQUESTED BY:

American Southwest Credit Union
Main Branch
3090 E. Fry Boulevard
Sierra Vista, AZ 85635

WHEN RECORDED MAIL TO:

American Southwest Credit Union
Main Branch
3090 E. Fry Boulevard
Sierra Vista, AZ 85635

SEND TAX NOTICES TO:

K. Michael Rutherford
173 Carl Hayden Drive
Sierra Vista, AZ 85635

FOR RECORDER'S USE ONLY

70100350 FMM

DEED OF TRUST

THIS DEED OF TRUST is dated January 29, 2016, among K. Michael Rutherford, husband of Loraine B. Rutherford, as his sole and separate property, whose address is 173 Carl Hayden Drive, Sierra Vista, AZ 85635 ("Trustor"); American Southwest Credit Union, chartered in the United States of America under the laws of the State of Arizona, whose address is Main Branch, 3090 E. Fry Boulevard, Sierra Vista, AZ 85635 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Pioneer Title Agency, Inc., an Arizona Corporation, organized or registered in the United States of America under the laws of the State of Arizona, whose address is P.O. Box 1900, Sierra Vista, AZ 85636 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water and water rights flowing through, belonging or in anyway appertaining to the Real Property, and all of Trustor's water rights that are personal property under Arizona law, including without limitation all type 2 nonirrigation grandfathered rights (if applicable), all irrigation rights, all ditch rights, rights to irrigation district stock, all contracts for effluent, all contracts for Central Arizona Project water, and all other contractual rights to water, and together with all rights (but none of the duties) of Trustor as declarant under any presently recorded declaration of covenants, conditions and restrictions affecting real property; and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cochise County, State of Arizona:

See "EXHIBIT A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 721 N. Gonzales Boulevard, Huachuca City, AZ 85616. The Real Property tax identification number is 106-47-021-2.

**DEED OF TRUST
(Continued)**

Loan No: 140017-15

Page 2

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

TRUSTOR'S REPRESENTATIONS AND WARRANTIES. Trustor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Trustor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Trustor and do not result in a violation of any law, regulation, court decree or order applicable to Trustor; (d) Trustor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Trustor about Borrower (including without limitation the creditworthiness of Borrower).

TRUSTOR'S WAIVERS. Trustor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Trustor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale. In addition to the waivers set forth above, Trustor expressly waives, to the extent permitted by Arizona law, all of Trustor's rights under sections 12-1641 through 12-1646 inclusive, 44-142 of the Arizona Revised Statutes, and Rule 17(f) of the Arizona Rules of Civil Procedure, as now enacted or hereafter modified, amended or replaced.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Trustor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Trustor agree that Borrower's and Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Beneficiary, at its option, but without obligation to do so, may correct any condition violating any applicable Environmental Law affecting the Property, and in doing so shall

**DEED OF TRUST
(Continued)**

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conclusively be deemed to be acting reasonably and for the purpose of protecting the value of its collateral, and all costs of correcting a condition or violation shall be payable to Beneficiary by Trustor as provided in the Expenditures by Lender section of this Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Arizona law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

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Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes and assessments, including without limitation sales or use taxes in any state, local privilege or excise taxes based on gross revenues, special taxes, charges (including water and sewer), fines and impositions levied against Trustor or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust. Beneficiary shall have the right, but not the duty or obligation, to charge Trustor for any such taxes or assessments in advance of payment. In no event does exercise or non-exercise by Beneficiary of this right relieve Trustor from Trustor's obligation under this Deed of Trust or impose any liability whatsoever on Beneficiary.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property if the

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estimated cost of repair or replacement exceeds 1000.00. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, to the extent permitted by applicable law, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default and shall be exercisable by Lender to the extent permitted by applicable law.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender, or have otherwise been previously disclosed to and accepted by Lender in writing in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

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Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as Default, and Lender may exercise any or all of its available remedies for Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization

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from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Trustor pay all the Indebtedness when due, and Trustor otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance without warranty and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

DEFAULT. Default will occur if payment in full is not made immediately when due.

RIGHTS AND REMEDIES ON DEFAULT. If Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Trustor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. To the extent permitted by law, Trustor shall be and remain liable for any deficiency remaining after sale, either pursuant to the power of

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sale or judicial proceedings.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Insurance Policies. Lender shall have the right upon Default, but not the obligation, to assign all of Trustor's right, title and interest in and to all policies of insurance on the Property and any unearned premiums paid on such insurance to any receiver or any purchaser of the Property at a foreclosure sale, and Trustor hereby appoints Lender as attorney in fact to assign and transfer such policies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees equal to 100.000% of the principal balance due on the Indebtedness at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees

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equal to 100.000% of the principal balance due on the Indebtedness and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees equal to 100.000% of the principal balance due on the Indebtedness and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. However, Trustor will only pay attorneys' fees of an attorney not Lender's salaried employee, to whom the matter is referred after Trustor's default. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Cochise County, State of Arizona. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or

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parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Arbitration. Trustor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the financial services rules of J.A.M.S. or its successor in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Arizona without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Arizona.

Joint and Several Liability. All obligations of Borrower and Trustor under this Deed of Trust shall be joint and several, and all references to Trustor shall mean each and every Trustor, and all references to Borrower shall mean each and every Borrower. This means that each Trustor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal,

**DEED OF TRUST
(Continued)**

Loan No: 140017-15

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invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Arizona as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means American Southwest Credit Union, and its successors and assigns.

Borrower. The word "Borrower" means K. Michael Rutherford and Loraine B Rutherford and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other

**DEED OF TRUST
(Continued)**

Loan No: 140017-15

Page 12

construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means American Southwest Credit Union, its successors and assigns.

Note. The word "Note" means the promissory note dated January 29, 2016, in the original principal amount of \$206,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.
NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Pioneer Title Agency, Inc., an Arizona Corporation, whose address is P.O. Box 1900, Sierra Vista, AZ 85636 and any substitute or successor trustees.

Trustor. The word "Trustor" means K. Michael Rutherford.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

x 
K. Michael Rutherford

DEED OF TRUST
(Continued)

Loan No: 140017-15

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Az)
) SS
COUNTY OF Cochise)

On this day before me, the undersigned Notary Public, personally appeared K. Michael Rutherford, to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of January, 2016.
By Francisca Millanta Residing at 580 E. Wilcox Dr., Sierra Vista, AZ 85635
Notary Public in and for the State of Az

My commission expires 7/8/16



REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____
By: _____
Its: _____

Exhibit A

That portion of Lots 3 and 4, Section 5, Township 21 South, Range 20 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, more particularly described as follows:

**BEGINNING at a point on the Easterly right-of-way line of State Highway No. 92, whence the Southwesterly corner of HUACHUCA VISTA ADDITION, bears North 17°24' West, 207.00 feet;
thence North 72°36' East, 250.00 feet;
thence South 17°24' East, 175.10 feet;
thence South 72°36' West, 250.00 feet;
thence North 17°24' West, 175.10 feet to the POINT OF BEGINNING.**

**Facility Operations and Maintenance Budget
(12 month estimate)**

Applicant:Cochise County

Activity Name: Arson Remediation Construction Renovation

Name of Facility:Southern Arizona Children's Haven

A. SOURCE OF INCOME	Amount
1. Applicant Local Government	0
2. Other Local Government(s) (specify):	0
3. State Funds (define by type and agency):	420,000
4. Other Federal Funds (define by type and agency):	0
5. Non Profit(s) Contributions (list name and amount):	60,250
6. For Profit(s) Contributions (list name and amount):	0
	0
	0
7. Dues (\$0 x 0 members)	0
8. Fees (attach schedule)	0
9. Estimated Program Income	0
10. Other (specify): SEE ATTACHD FOR NARRATIVE	0
11. TOTAL ESTIMATED INCOME	480,250
B. EXPENSES	
1. Personnel and Employee Related Expenses (ERE) (list by title & % of time)	
a. 1- Executive Director 100% FTE	65,000
b. 1- Program Director 100% FTE	50,000
c. 7 - Behavioral Health Technicians 100% - 24 hour staffing	160,000
d. 1- Admin Asst/Clerk 100% FTE	26,000
2. Insurance (includes flood insurance)	6500
3. Taxes	6700
4. Utilities	12,000
5. Facility Maintenance	5000
6. Supplies	15,000
7. Equipment/Furnishings	50,000
8. Equipment Maintenance	3000
9. Postage	2000
10. Communications (telephone/fax)	3000
11. Other (specify): see attached	66,500
12. TOTAL ESTIMATED EXPENSES	470,700
OPERATING (LOSS) OR PROFIT (A.11 - B.12)	9550

FORM 5

Cochise County / Southern Arizona Children’s Haven

**Facility Operations and Maintenance Budget - Narrative
(12 month estimate)**

This is a new non-profit start up. Figures are estimates of actual **operating costs** for one year. There will be additional costs the first year of start up that include furniture, appliances, clothing etc. These costs are not factored into this budget and will be obtained through private grants or donations and fund raising efforts. Contracts must be put in place with State and Local governments and agencies to house children in crisis and income will be derived from that as the main source of program income.

A. SOURCE OF INCOME

1. Applicant Local Government

2. Other Local Government(s) (specify):

These are unknown at this time. It is anticipated the incorporated cities within the County could purchase space as needed.

3. State Funds (define by type and agency):

It is anticipated most of the contract funding will come directly from the State of Arizona. Actual figures from previous operator not available. This is a very conservative estimate based on foster care allowance from CASA:

100 children per year @200 days stay @\$21 day **\$420,000**

NOTE: We could handle double the amount of kids, and all kids are not staying a full year. This could be a different child every few day(s)

4. Other Federal Funds (define by type and agency):

5. Non Profit(s) Contributions (list name and amount):

Legacy Foundation (committed/not awarded)	\$50,000
The Huachucans (committed/not awarded)	\$1000
John J. Wick Foundation (committed/not awarded)	\$3000
Sulphur Springs Valley Co-op (committed/not awarded)	\$250
Arizona Community Foundation (applied/not awarded yet)	\$5000
Cochise County Sheriff’s Assist Team (applied/not awarded yet)	<u>\$1000</u>
TOTAL	\$60,250

6. For Profit(s) Contributions (list name and amount):

Various local opportunities not explored yet – huge support for program need from community. Applications for grants currently being completed and submitted now that 501(c)3 status obtained.

7. Dues (\$0 x 0 members)

8. Fees (attach schedule)

9. Estimated Program Income

10. Other (specify):

11. TOTAL ESTIMATED INCOME \$480,250

B. EXPENSES

1. Personnel and Employee Related Expenses (ERE) (list by title & % of time) ERE included	
a. 1 - Executive Director (100% FTE)	\$65,000
b. 1 - Program Director (100 % FTE)	\$50,000
c. 7 – Behavioral Health Technicians (100% FTE)	\$160,000 (24 hour staffing)
d. 1 – Admin Assistant/Clerk (100% FTE)	\$26,000
2. Insurance	\$ 6500
3. Taxes	
Property Tax	\$6700
4. Utilities	\$12,000
5. Facility Maintenance	\$5000
6. Supplies – clothes, toys, children specific needs	\$15,000
7. Equipment/Furnishings	\$50,000
8. Equipment Maintenance	\$3000
9. Postage	\$2000
10. Communications (telephone/fax)	\$3000
11. Other (specify):	
Transportation Costs: Medical appts, education, legal visits, etc	\$17,000
We anticipate a donated vehicle for this purpose	
Food, toiletries and household products	\$24,000
Computer/Office Equipment	\$5000
Training/Certifications for staff	\$7000
Marketing and Outreach	\$3000
Legal and Accounting/Audit	\$6000
Office Supplies	\$2500
Background/Fingerprint Clearance	<u>\$2000</u>
	TOTAL OTHER
	\$66,500
12. TOTAL ESTIMATED EXPENSES	\$470,700
OPERATING (LOSS) OR PROFIT	\$9550

This program is not expected to make a profit, but will be fully sustaining within a three year period. Personal funds from the Board of Directors/Officers will also be utilized as required in order to sustain the program until such time as contracts for service can be secured. Many of these costs are one time start up expenses (furnishings, equipment)



FORM 12
COMMUNITY DEVELOPMENT BLOCK GRANT
NATIONAL OBJECTIVE COMPLIANCE
DEMOGRAPHIC/RACIAL DATA

1. Applicant Name		2. Project Name	Southern Arizona Children's Center
--------------------------	--	------------------------	------------------------------------

This form should be used to capture demographic/racial data for CDBG-funded projects.

3. Demographic/Ethnicity Data

- a) Source of Racial/Demographic Data: QT-P4 2010 Census Summary File
- b) See page(s): 30

Demographic Category	Number/ # 4a)	Percentage/ % 4b)	Hispanic/Latino Ethnicity/# 5a)	Percentage/ % of demographic category 5b)
Single Race Categories				
White	391	78.5	100	25.5
Black/African American	21	4.2	2	9.7
Asian	9	1.9	1	4.6
American Indian/Alaskan Native	6	1.2	2	37.8
Native Hawaiian/Other Pacific Islander	1	.3	0	9.3
Multi-Race Categories:				
American Indian/Alaskan Native & White	4	.7	1	22.9
Asian & White	4	.7	1	10.5
Black/African American & White	3	.6	0	17.1
American Indian/Alaskan Native & Black/African American	1	.1	0	11.4
Other Multi-Racial	58	11.8	54	92.9
TOTAL HISPANIC/LATINO 6)			161	32.3
TOTAL NON HISPANIC/LATINO 7)			337	67.7
TOTAL POPULATION 8)	498	100		

For reporting purposes, Hispanic is no longer classified as a race, but as an ethnic category. Thus, those collecting data on race must also ask the individual if he/she considers his/herself to be of Hispanic ethnicity. The Hispanic ethnicity has the potential to span across all races. Those who are White, Black, Asian, Pacific Islanders, American Indian, or Other Multi-Racial may also be counted as being Hispanic.



QT-P4

Race, Combinations of Two Races, and Not Hispanic or Latino: 2010

2010 Census Summary File 1

NOTE: For information on confidentiality protection, nonsampling error, and definitions, see <http://www.census.gov/prod/cen2010/doc/sf1.pdf>.

Geography: Cochise County, Arizona

Race	Total		Not Hispanic or Latino	
	Number	Percent	Number	Percent
Total population	131,346	100.0	88,803	100.0
One race	126,071	96.0	85,742	96.6
White	103,085	78.5	76,805	86.5
Black or African American	5,465	4.2	4,936	5.6
American Indian and Alaska Native	1,589	1.2	989	1.1
Asian	2,525	1.9	2,410	2.7
Native Hawaiian and Other Pacific Islander	418	0.3	379	0.4
Some Other Race	12,989	9.9	223	0.3
Two or More Races	5,275	4.0	3,061	3.4
Two races	4,851	3.7	2,796	3.1
White; Black or African American	842	0.6	698	0.8
White; American Indian and Alaska Native	955	0.7	736	0.8
White; Asian	934	0.7	836	0.9
White; Native Hawaiian and Other Pacific Islander	129	0.1	106	0.1
White; Some Other Race	1,324	1.0	88	0.1
Black or African American; American Indian and Alaska Native	88	0.1	78	0.1
Black or African American; Asian	116	0.1	108	0.1
Black or African American; Native Hawaiian and Other Pacific Islander	19	0.0	17	0.0
Black or African American; Some Other Race	96	0.1	10	0.0
American Indian and Alaska Native; Asian	29	0.0	16	0.0
American Indian and Alaska Native; Native Hawaiian and Other Pacific Islander	3	0.0	2	0.0
American Indian and Alaska Native; Some Other Race	106	0.1	9	0.0
Asian; Native Hawaiian and Other Pacific Islander	95	0.1	77	0.1
Asian; Some Other Race	88	0.1	12	0.0
Native Hawaiian and Other Pacific Islander; Some Other Race	27	0.0	3	0.0
Three or more races	424	0.3	265	0.3

X Not applicable.

Source: U.S. Census Bureau, 2010 Census.
Summary File 1, Tables P8 and P9.



FORM 14
NATIONAL OBJECTIVE COMPLIANCE
LIMITED CLIENTELE LOW MOD INCOME BENEFIT

1. Applicant: Cochise County

2. Activity Name: Southern Arizona Children's Haven

LIMITED CLIENTELE LOW MOD INCOME BENEFIT

3. Type of clientele or activity (check as many as apply to your activity). Indicate the type of low and moderate income groups to be served and the number in each group. Ensure that at least 51% of the total estimated persons to be served are represented below.

a. Total Persons to be Served: 498

b. Total Low and Moderate Income Persons to be Served: 187 (Note the type below)

Check Categories Applicable to the Project	Type of Persons	Number
<input checked="" type="checkbox"/>	1) Abused Children	498
<input type="checkbox"/>	2) Battered Spouses	
<input type="checkbox"/>	3) Elderly Persons (62 and older)	
<input type="checkbox"/>	4) Homeless Persons	
<input type="checkbox"/>	5) Illiterate Persons	
<input type="checkbox"/>	6) Migrant Farm Workers	
<input type="checkbox"/>	7) Adults w/Severe Disabilities*	
<input type="checkbox"/>	8) Persons Living with AIDS	
<input type="checkbox"/>	9) Persons earning 80% or less of median income and not included in other groups listed above.	

c. Percentage of Low/Moderate Income to be Served: 100% (b + a)

d. The source of the data in a. and b: (or attached as page 32)

* See Instructions for definition of Adults with Disabilities

**Statistics from DCS Semi Annual Child Welfare Report
December 2015 (End of Reporting Period is September 30, 2015)**

Website address for report: https://dcs.az.gov/sites/default/files/SEMIANNUAL-CHILD-WELFARE-REPORTING-REQUIREMENTS-4-15-9-15_FINAL-Revised.pdf

COMPARISON

Statewide Numbers including all types of maltreatment (neglect, physical abuse, sexual and emotional):

October 2014 – March 2015	25,508	100.0%
April 2015 – September 2015	26,455	100.0%
TOTAL 1 year	51,963	

Child Abuse Reports: *These are reports, doesn't mean they were substantiated or children removed*

TABLE 2 NUMBER OF REPORTS RECEIVED BY PRIORITY AND COUNTY FOR PERIOD OF APRIL 1, 2015 THROUGH SEPTEMBER 30, 2015

COCHISE Total 448 1.7%

Reports received October 2014-March 2015

COCHISE Total 399 1.6%

TOTAL OCTOBER 2014-SEPTEMBER 2015: 847 calls for service/reports of allegations

TABLE 12 NUMBER OF REPORTS BY PRIORITY AND COUNTY FOR REPORTS OPEN FOR INVESTIGATION FOR PERIOD OF OCTOBER 1, 2014 THROUGH MARCH 31, 2015 **COCHISE 184**

NUMBER OF REPORTS BY TYPE OF MALTREATMENT AND COUNTY FOR REPORTS OPEN FOR INVESTIGATION FOR PERIOD OF APRIL 1, 2015 THROUGH SEPTEMBER 30, 2015 **COCHISE 314**

TOTAL: 498 **Total number children that could have been removed from homes. Open Investigations**

Number of Children in Cochise County on 12/31/15 in care = 187 per Dept of Child Safety.

This does NOT include children who were/could be placed IN the County from another location in the region (ie Pima or Greenlee County).

Does NOT include foster care cases as of 6/16/16 are 309 children in care and 172 open dependency cases.

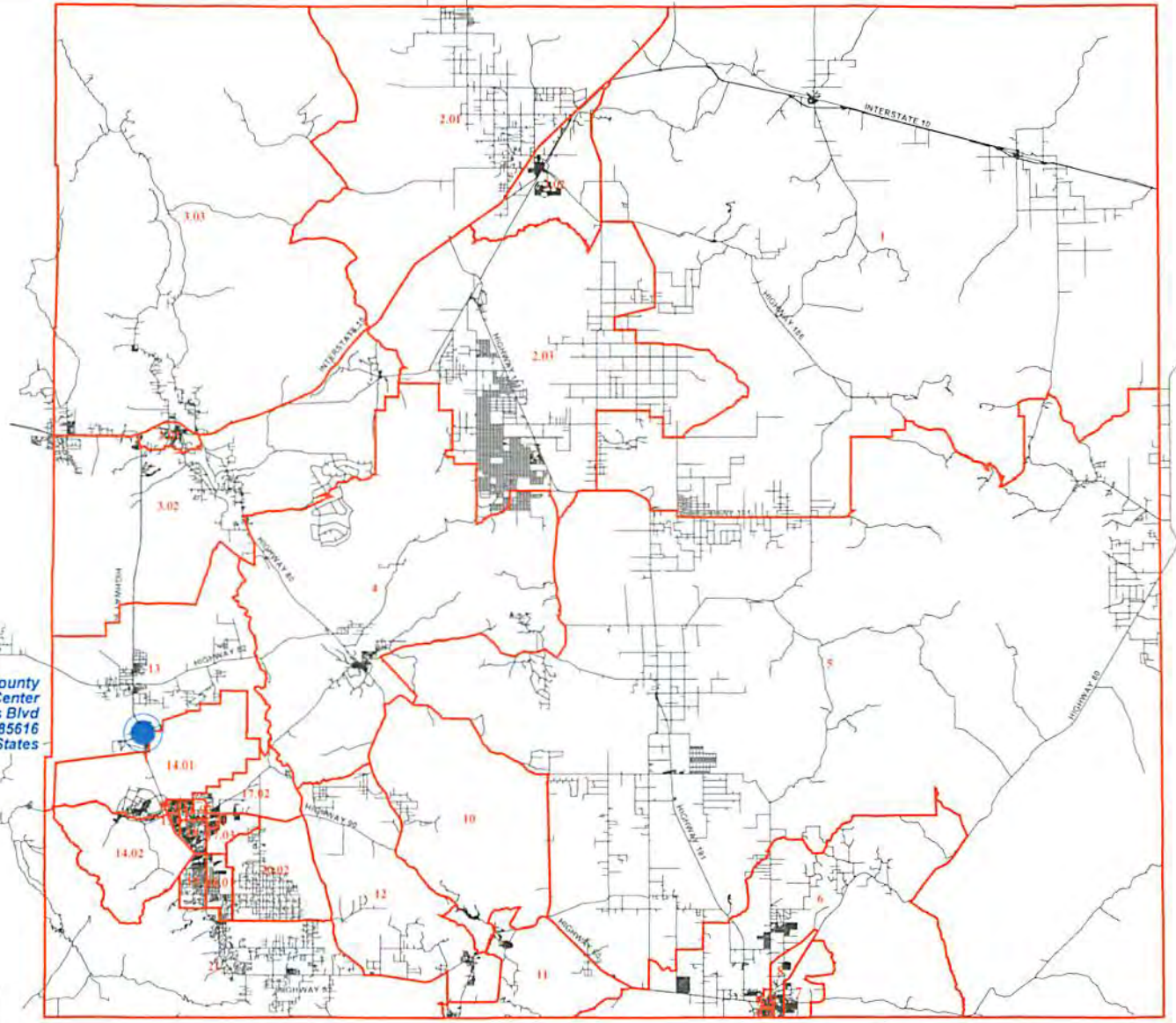


Cochise County Children's Center with Census Tracts
721 N Gonzales Blvd. Huachuca City, AZ 85616
United States

This map is a product of the
Cochise County GIS
Information Technology Dept.



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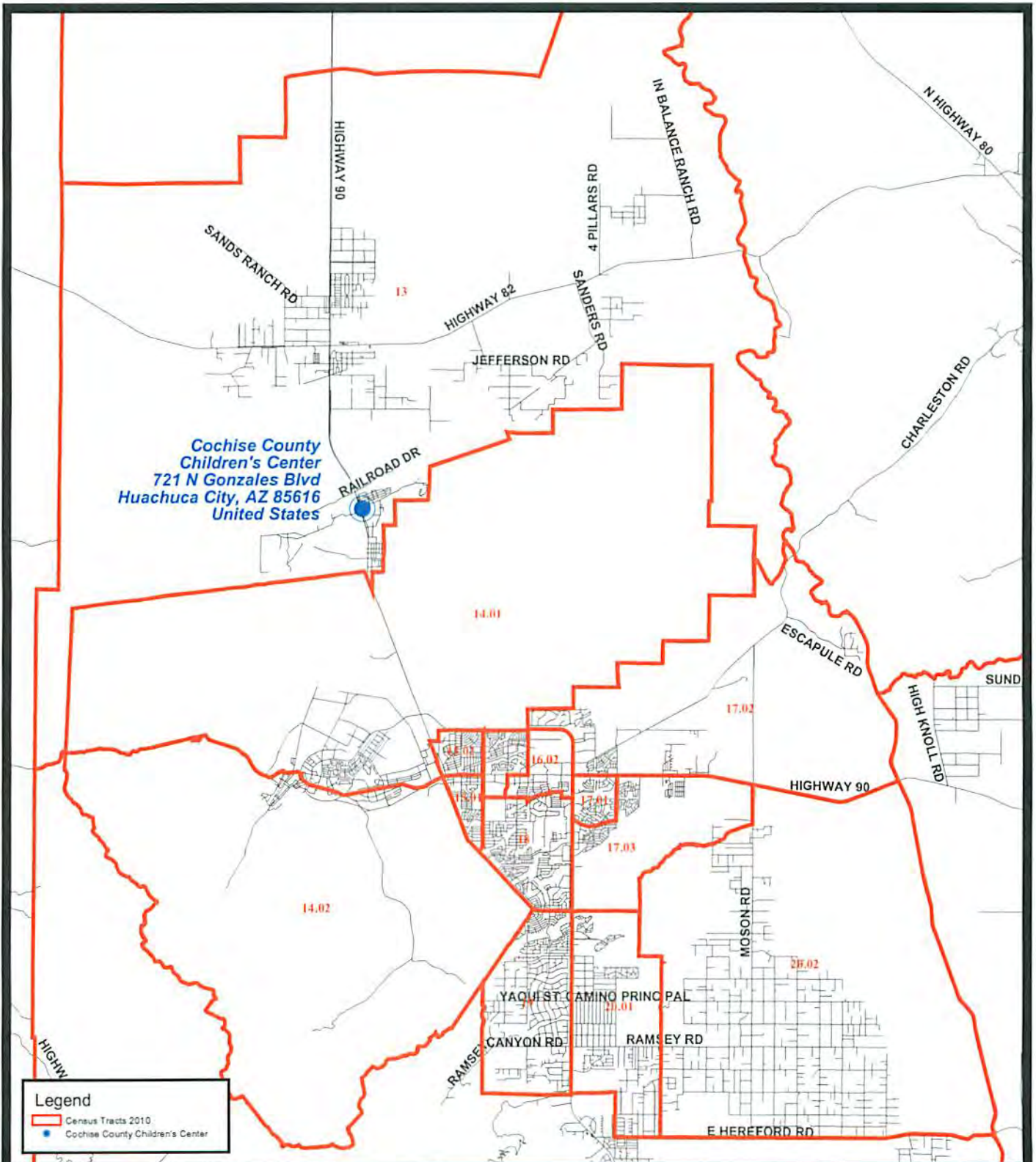


Cochise County
Children's Center
721 N Gonzales Blvd
Huachuca City, AZ 85616
United States

Legend
Census Tracts 2010
Cochise County Children's Center

Project: 2015-06-28 08:57:32
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This document is a graphic representation of our working records.
Please report potential map corrections to GIS@cochise.gov



Cochise County
 Children's Center
 721 N Gonzales Blvd
 Huachuca City, AZ 85616

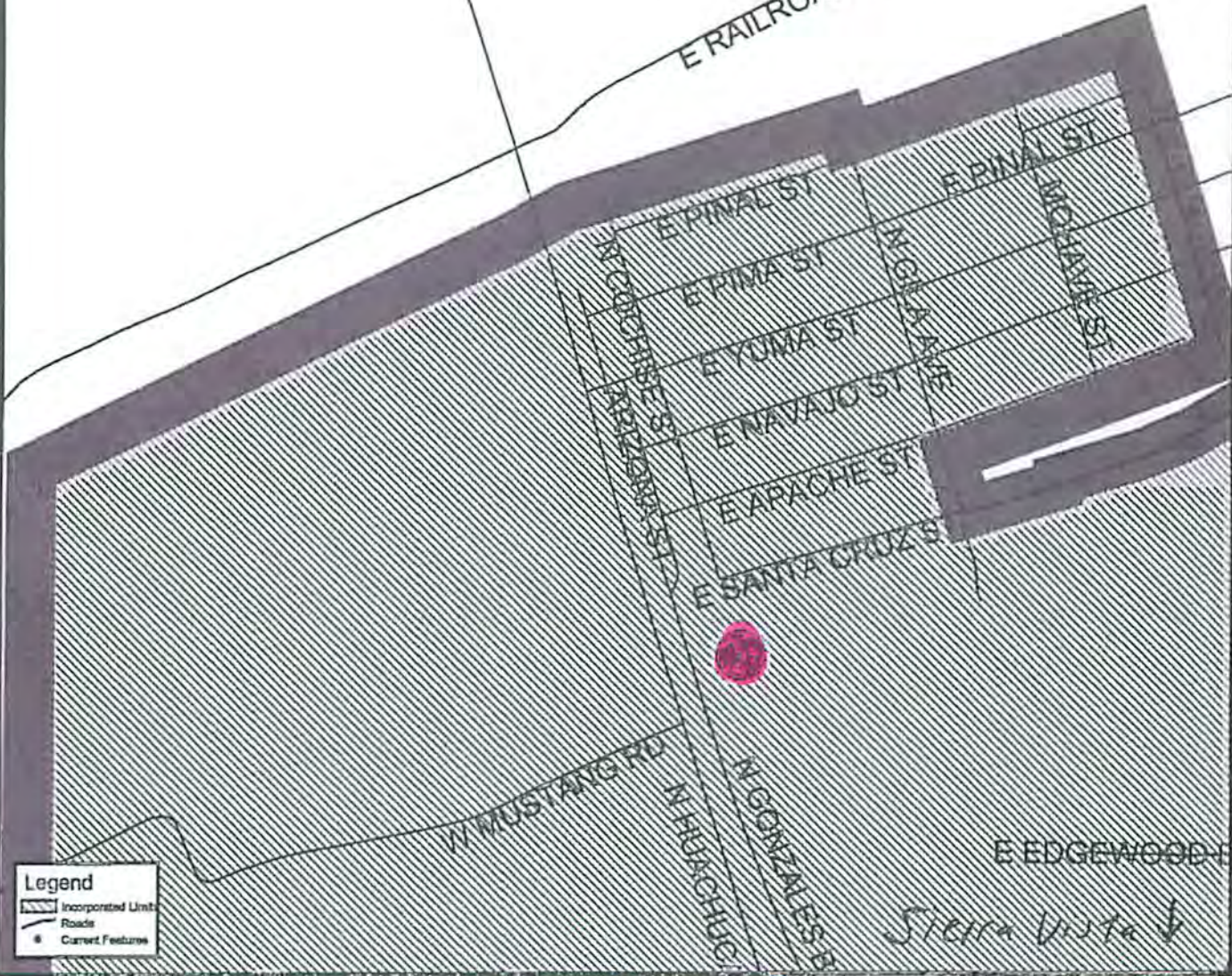
This map is a product of the Cochise County GIS Information Technology Dept.




Benson ↑

← highway 90

E RAILROAD DR



Sierra Vista ↓

Legend

- Incorporated Limits
- Roads
- Current Features

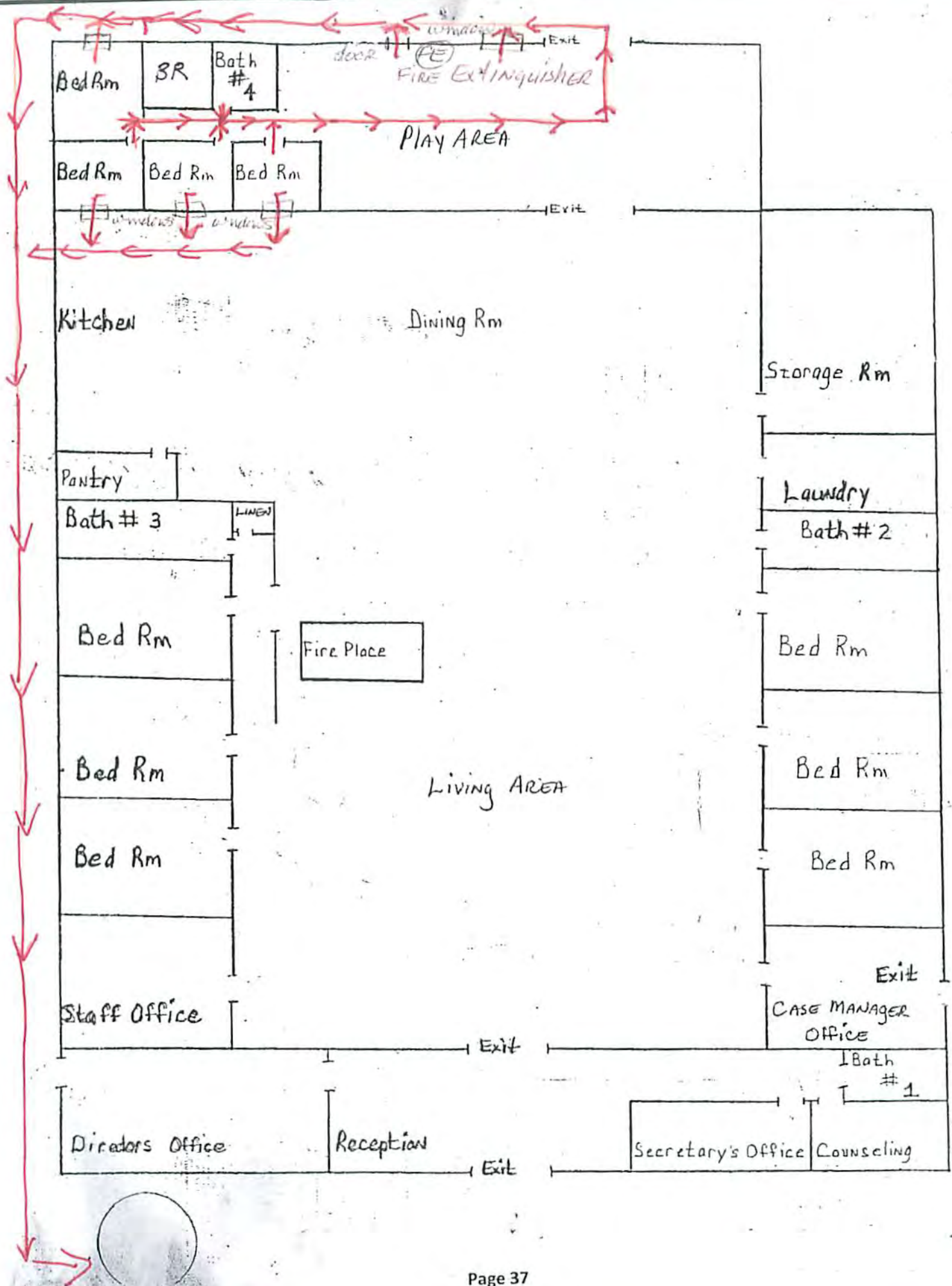


Southern Arizona Children's Haven
 721 N. Gonzales Blvd
 Huachuca City, AZ 85616

This map is a product of the Cochise County GIS Information Technology Dept.

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This document is a graphic representation of our working records. Please report potential map corrections for review to Cochise County GIS.



CERTIFICATIONS

APPLICANT CERTIFICATIONS FOR FY2016

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
 - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
 - b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.

11. It will comply with
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
 - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
 - c. Section 109 of the Housing and Community Development Act of 1974.
 - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
 - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
 - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
 - g. Federal Fair Housing Act of 1988, P.L. 100-430.
 - h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
 - i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. The Applicant certifies that there was no participation in any aspect or manner of the due diligence, compilation, preparation, or submission process relating to this Application, or the project that is the subject of this Application, by any person(s) or entity(ies) in violation of applicable State of Arizona (such as those found at A.R.S. §§ 38-501 - 38-511) or federal (such as those found at 24 CFR 92.365 relating to the administration of HOME funds or 24 CFR 570.611 relating to the administration of CDBG funds) conflict of interest laws . Should ADOH determine that such a conflict exists; the Application will be discontinued from consideration of the award at issue. Further, violations of any other applicable state or federal law will similarly result in disqualification of the Application from consideration of said award. Applicant further certifies It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.

18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
 - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
 - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low-income persons.
21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

CERTIFIED BY:



Signature of Mayor or Chair of County Board

6/27/2016

Date

Richard R. Searle, Chairman of the Board of Supervisors

Typed Name of Mayor or Chair of County Board

NOTE: The Attorney General has ruled that these Certifications must have an original signature when submitted to the CDBG Program. If an applicant submits more than one application, the Certifications should be included in the application that includes administration funds and other general items such as public participation, resolutions, etc.

RESOLUTION 13-32

**ADOPTING A RESIDENTIAL ANTI-DISPLACEMENT AND
RELOCATION ASSISTANCE PLAN FOR FY 2013, AS REQUIRED
UNDER SECTION 104(d) OF THE HOUSING AND COMMUNITY
DEVELOPMENT ACT OF 1974 AS AMENDED**

WHEREAS, Section 104(d) of the Housing and Community Development Act of 1974, as amended, and implementing regulations require that each applicant for Community Development Block Grant funds must adopt, make public and certify that it is following a residential anti-displacement and relocation assistance plan; and

WHEREAS, the COCHISE COUNTY BOARD OF SUPERVISORS administers Community Development Block Funds; and

WHEREAS, the COCHISE COUNTY BOARD OF SUPERVISORS had previously adopted a Residential Anti-Displacement and Relocation Assistance Plan in 1999; and

WHEREAS, under the Housing and Community Development Act of 1974, such plans must be adopted at least once every five years,

NOW, THEREFORE, BE IT RESOLVED that the Board of the COCHISE COUNTY BOARD OF SUPERVISORS does hereby adopt the residential anti-displacement and relocation assistance plan as described below.

**RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION
ASSISTANCE PLAN**

The COCHISE COUNTY BOARD OF SUPERVISORS will replace all occupied and vacant habitable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974 as amended.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion.

RESOLUTION 13- 32

**Re: Adopting A Residential Anti-Displacement And Relocation Assistance Plan
For FY 2013, As Required Under Section 104(D) Of The Housing And
Community Development Act Of 1974 As Amended**

Page 2

Before obligating or expending funds that will directly result in such demolition or conversion, the COCHISE COUNTY BOARD OF SUPERVISORS will make public and submit to the Arizona Department of Housing (ADOH) CDBG Program the following information in writing:

1. A description of the proposed activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as LM dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a LM dwelling unit for at least 10 years from the date of initial occupancy.
7. Information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the State of Arizona's approved Consolidated Plan (CP).

The COCHISE COUNTY BOARD OF SUPERVISORS will provide relocation assistance, as described in the ACT and implementing regulations, to each LM household displaced by demolition of housing or by the conversion of a LM dwelling unit to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the ACT, the COCHISE COUNTY BOARD OF SUPERVISORS will take the following steps to minimize displacement of persons from their homes:

1. Coordinate code enforcement with rehabilitation and housing assistance programs.

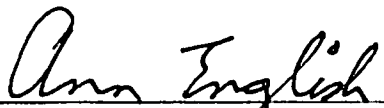
RESOLUTION 13-32

Re: Adopting A Residential Anti-Displacement And Relocation Assistance Plan For FY 2013, As Required Under Section 104(D) Of The Housing And Community Development Act Of 1974 As Amended

Page 3

- 2. Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
- 3. Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- 4. Provide counseling and information to homeowners and tenants about assistance available to help them remain in their neighborhood in the face of revitalization pressures.

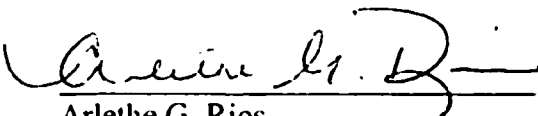
PASSED, APPROVED AND ADOPTED this 8th day of October, 2013 by the Cochise County Board of Supervisor.



 Ann English, Chairman
 Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:



 Arlethe G. Rios
 Clerk of the Board



 Britt W. Hanson
 Chief Civil Deputy County Attorney

RESOLUTION 16-08

**AUTHORIZING THE SUBMISSION OF APPLICATIONS FOR FY 2016/2017
STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS,
CERTIFYING THAT SAID APPLICATIONS MEET THE COMMUNITY'S
PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT
NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND
AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND
COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATIONS**

WHEREAS, the County of Cochise is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within these applications address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, the projects that have been requested that meet at least one of the three Congressional mandated National Objectives are:

- i) Bowie Water District: Repairs and upgrades to the water system. \$231,778
- ii) Elfrida Library: Outdoor patio & ramada, benches, electricity, security system \$30,000
- iii) Fry Fire District: New roof for Frytown station \$35,000
- iv) Fry Fire District: Radios \$46,900
- v) Southern AZ. Children's Haven: Remodel new facility in Huachuca City to provide shelter for children in crisis. \$214,600
- vi) Rural Accent Bowie: Existing building repairs \$30,000 or
- vii) Rural Accent Bowie: Purchase prefab building for Rural Accents food bank serving NE Cochise County area: \$214,600
- viii) Fry Townsite: Sidewalks, curb, gutter & lights from 4th to Tacoma St. \$214,600
- ix) Fry Townsite: Solar street lights on Theater \$30,000; and

WHEREAS, it is estimated that the total amount of CDBG funds that will be available is \$231,778 of which Cochise County could apply for up to 18% in Administration Funds to administer the grant; and

RESOLUTION 16-08

Re: Authorizing The Submission Of Applications For FY 2016/2017 State Community Development Block Grant Funds, Certifying That Said Applications Meet The Community's Previously Identified Housing And Community Development Needs And The Requirements Of The State CDBG Program, And Authorizing All Actions Necessary To Implement And Complete The Activities Outlined In Said Applications

Page | 2

WHEREAS, a grantee of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations,

NOW, THEREFORE, BE IT RESOLVED that the Cochise County Board of Supervisors authorize applications to be made to the State of Arizona, Department of Housing for FY 2016 CDBG funds, and authorize the Chairman of the Board of Supervisors to sign applications and contracts or grant documents for receipt and use of these funds in the following order of priority:

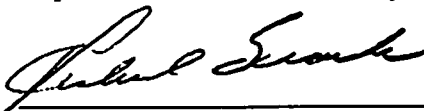
- i) Rural Accent Bowie Food Bank: Exterior wall repairs \$30,000
- ii) Southern AZ. Children's Haven: Arson remediation for existing facility in Huachuca City to provide shelter for children in crisis. \$175,000
- iii) Cochise County for Administrative Funds, any funds remaining, up to 15% of the total grant amount.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors is authorized to take all actions necessary to implement and complete the activities submitted in said applications; and

BE IT FURTHER RESOLVED that these applications for State CDBG funds meet the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and


BE IT FINALLY RESOLVED that Cochise County will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in these applications.

PASSED, APPROVED AND ADOPTED this 8th day of March, 2016 by the Board of Supervisors of Cochise County.



Richard Searle, Chairman
Cochise County Board of Supervisors

ATTEST:



Arlethe G. Rios,
Clerk of the Board

APPROVED AS TO FORM:



Elda E. Orduño,
Civil Deputy County Attorney



Cochise County Board of Supervisors

Public Programs...Personal Service

1415 Melody Lane, Building G
Bisbee, Arizona 85603
520-432-9200
www.cochise.az.gov

Lisa M. Marra

Communications and Community Relations
Administrator

CDBG Grants Director

MEMORANDUM FOR RECORD

DATE: June 27, 2016

SUBJECT: FY16 CDBG Public Participation Process and Non-English Speaking County Residents

According to the 2014 U.S. Census estimates, 12,307 people in Cochise County speak English less than "very well", which is 10% of the total population of 122,361.

(2010-2014 – 5 Year Estimate – B16004 Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over)

Lisa M. Marra



B16004

AGE BY LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER

Universe: Population 5 years and over
2010-2014 American Community Survey 5-Year Estimates

Note: This is a modified view of the original table.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

	Cochise County, Arizona Estimate
Total:	122,361
5 to 17 years:	21,354
Speak only English	15,241
Speak Spanish:	5,936
Speak English "very well"	4,476
Speak English "well"	961
Speak English "not well"	450
Speak English "not at all"	49
Speak other Indo-European languages:	73
Speak English "very well"	73
Speak English "well"	0
Speak English "not well"	0
Speak English "not at all"	0
Speak Asian and Pacific Island languages:	69
Speak English "very well"	48
Speak English "well"	21
Speak English "not well"	0
Speak English "not at all"	0
Speak other languages:	35
Speak English "very well"	35
Speak English "well"	0
Speak English "not well"	0
Speak English "not at all"	0
18 to 64 years:	77,003
Speak only English	54,537
Speak Spanish:	19,520
Speak English "very well"	12,124
Speak English "well"	3,440
Speak English "not well"	1,946
Speak English "not at all"	2,010
Speak other Indo-European languages:	1,364
Speak English "very well"	1,124
Speak English "well"	169
Speak English "not well"	71
Speak English "not at all"	0

	Cochise County, Arizona Estimate
Speak Asian and Pacific Island languages:	1,290
Speak English "very well"	589
Speak English "well"	524
Speak English "not well"	70
Speak English "not at all"	107
Speak other languages:	292
Speak English "very well"	281
Speak English "well"	8
Speak English "not well"	0
Speak English "not at all"	3
65 years and over:	24,004
Speak only English	18,726
Speak Spanish:	4,068
Speak English "very well"	2,049
Speak English "well"	716
Speak English "not well"	748
Speak English "not at all"	555
Speak other Indo-European languages:	870
Speak English "very well"	619
Speak English "well"	176
Speak English "not well"	75
Speak English "not at all"	0
Speak Asian and Pacific Island languages:	334
Speak English "very well"	128
Speak English "well"	142
Speak English "not well"	64
Speak English "not at all"	0
Speak other languages:	6
Speak English "very well"	4
Speak English "well"	0
Speak English "not well"	2
Speak English "not at all"	0

12,307

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Methodological changes to data collection in 2013 may have affected language data for 2013. Users should be aware of these changes when using multi-year data containing data from 2013.

While the 2010-2014 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates

Explanation of Symbols:

1. An "****" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An "!" entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An "!" following a median estimate means the median falls in the lowest interval of an open-ended distribution.



Cochise County Board of Supervisors

Public Programs...Personal Service

1415 Melody Lane, Building G
Bisbee, Arizona 85603
520-432-9200
www.cochise.az.gov

Lisa M. Marra

Communications and Community Relations
Administrator

CDBG Grants Director

MEMORANDUM FOR THE RECORD

Date: July 1, 2016

Subject: FY16 Public Participation Process Timeline

Following is the timeline for public hearings conducted in connection with FY16 CDBG Funding:

January 26, 2016	P2 Public Hearing Held
February 9, 2016	Board of Supervisors Work Session with potential project participants present
March 8, 2016	P4 Public Hearing held (Resolution 16-08 Approved)

All meetings were held at the Board of Supervisors Office in Bisbee, AZ

Attached please find Posting Certifications for each required meeting (two) along with an Affidavit of Publishing of the display ad published in the newspaper.

All meeting notifications were also sent out to the County wide list, also attached. Enclosed with the notice of the meeting was a copy of the brochure with additional information.

Local radio stations were also contacted regarding public service announcements for public hearings. Notices were posted in every County facility.

Lastly, Minutes from the Board of Supervisor meetings are attached for each Public Hearing and Work Session with a sign in sheet for attendees.

FANNY WEILAND
AFFIDAVIT OF PUBLICATION

STATE OF ARIZONA)
)ss.
COUNTY OF COCHISE)

being first

duly sworn, deposes and says: That (he) (she) is the Agent to the Publisher of the SIERRA VISTA HERALD and the BISBEE DAILY REVIEW newspapers printed and published seven days a week in the County of Cochise, State of Arizona, and of general circulation in the cities of Sierra Vista and Bisbee, County of Cochise, State of Arizona and elsewhere, and hereto attached

PUBLIC NOTICE

COCHISE COUNTY

Public Hearing Regarding Use of Community Development Block Grant Funds (CDBG)

Cochise County is expected to receive approximately \$214,600 in FY2016 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). The County may also apply for FY2016 CDBG funds from the State special projects (SSP) account or Colonia funds. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need.

A public hearing will be held to gather citizen input on the use of CDBG funds. The public hearing will be held on the following date and time:

Tuesday, January 26, 2016
10:00 a.m.

Board of Supervisors Hearing Room
1415 Melody Lane, Building G
Bisbee, AZ 85603

Samples of projects that can use CDBG funds include:

- 1) **Public infrastructure** (e.g., water, wastewater, street improvements);
- 2) **Community facilities** (e.g., parks, health clinics, libraries, senior or youth centers);
- 3) **Housing** (e.g., owner-occupied or multi-family rehab, utility connections on private property, new housing constructed by a non-profit);
- 4) **Public services** (e.g., paying the salary of an additional staff person to expand a Head Start program, purchasing a van to transport persons with disabilities, equipment and rent to start a new job training program, services for seniors or homeless); and
- 5) **Economic development** (e.g., a loan to a business for job creation, micro-enterprise development, acquisition of land for an existing business expansion).

For more information about the hearing, grievances, the CDBG program; or to receive assistance in formulating prospective project ideas for presentation at the hearing contact the following:

Lisa M. Marra, Communications and Community Relations
Administrator
1415 Melody Lane, Building G
Bisbee, AZ 85603
Telephone: 520-432-9742 Fax: 520-432-5016
Email: Lmarra@cochise.az.gov

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits of services, programs, or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building E, Bisbee, AZ 85603.

PUBLISH: December 30, 2015

3003/240210

COCHISE COUNTY
COMMUNITY DEVELOP-
MENT BLOCK GRANT
FUNDS (CDBG)

was printed and published correctly in the regular and entire issue of said SIERRA VISTA HERALD and BISBEE DAILY REVIEW for

30th day of DECEMBER

issues, that the first was 15

made on the 30th day of

and the last publication thereof was made on the

day of

DECEMBER 20 15

that said publication

was made on each of the following dates, to wit:

12/30/15

Request of CO CTY BOARD OF

SIERRA VISTA HERALD BISBEE DAILY REVIEW

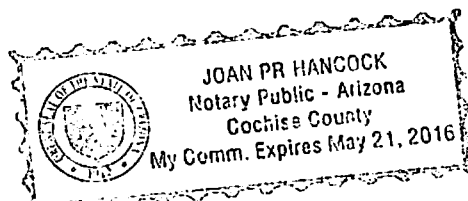
By

Subscribed sworn to before me this 30th day of

DECEMBER

20

15



Notary Public in and for the County of Cochise, State of Arizona

My Commission Expires:

5/21/16

AFFIDAVIT OF PUBLICATION

STATE OF ARIZONA)
: SS
COUNTY OF COCHISE)

FANNY WEILAND

[Handwritten signature of Fanny Weiland]

being first

Duly sworn, deposes and says: That (he) (she) is the Agent to the Publisher of the DOUGLAS DISPATCH newspaper printed and published one day a week in the City of Douglas, County of Cochise, State of Arizona. That the notice, a copy of which is hereto attached, described as follows:

PUBLIC NOTICE

COCHISE COUNTY
Public Hearing Regarding Use of Community Development Block Grant Funds (CDBG)

Cochise County is expected to receive approximately \$214,600 in FY2016 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). The County may also apply for FY2016 CDBG funds from the State special projects (SSP) account or Colonia funds. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need.

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Board of Supervisors Hearing Room
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Bisbee, AZ 85603

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- 1) Public infrastructure (e.g., water, wastewater, street improvements);
2) Community facilities (e.g., parks, health clinics, libraries, senior or youth centers);
3) Housing (e.g., owner-occupied or multi-family rehab, utility connections on private property, new housing constructed by a non-profit);
4) Public services (e.g., paying the salary of an additional staff person to expand a Head Start program, purchasing a van to transport persons with disabilities, equipment and rent to start a new job training program, services for seniors or homeless); and
5) Economic development (e.g., a loan to a business for job creation, micro-enterprise development, acquisition of land for an existing business expansion).

For more information about the hearing, grievances, the CDBG program; or to receive assistance in formulating prospective project ideas for presentation at the hearing contact the following:

Lisa M. Marra, Communications and Community Relations Administrator
1415 Melody Lane, Building G
Bisbee, AZ 85603
Telephone: 520-432-9742 Fax: 520-432-5016
Email: Lmarra@cochise.az.gov

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits of services, programs, or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building E, Bisbee, AZ 85603.

PUBLISH: December 30, 2015

704V2 66920

COCHISE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT FUND (CDBG)

Printed and published correctly in the regular and entire issue of said DOUGLAS DISPATCH for issues, that the first was

on the 30th day of DECEMBER 2015

the last publication thereof was made on the 30th day of

DECEMBER 2015

that said publication

made on each of the following dates, to wit:

12/30/15

Notary of

COCHISE COUNTY BOARD OF SUPERVISORS

The Douglas Dispatch

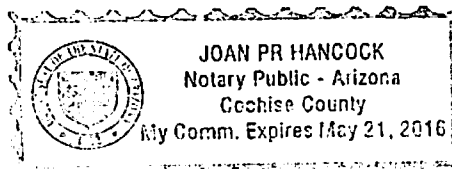
0 11th Street Douglas, AZ 85607 (520)364-3424

[Handwritten signature]

Subscribed sworn to before me this

30th day of DECEMBER

2015



Notary Public in and for the County of Cochise, State of Arizona

My Commission Expires:

5/21/16

AFFIDAVIT OF PUBLICATION

STATE OF ARIZONA)
)
) SS.
)
COUNTY OF COCHISE)

DEEDEE HICKS

being first

duly sworn, deposes and says: That (he) (she) is the Agent to the Publisher of the SAN PEDRO VALLEY NEWS-SUN and the ARIZONA RANGE NEWS newspapers printed and published weekly in the County of Cochise, State of Arizona, and of general circulation in the city of Benson, County of Cochise, State of Arizona and elsewhere, and hereto attached

PUBLIC NOTICE

COCHISE COUNTY
Public Hearing Regarding Use of Community
Development Block Grant Funds (CDBG)

Cochise County is expected to receive approximately \$214,600 in FY2016 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). The County may also apply for FY2016 CDBG funds from the State special projects (SSP) account or Colonia funds. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need.

A public hearing will be held to gather citizen input on the use of CDBG funds. The public hearing will be held on the following date and time:

Tuesday, January 26, 2016
10:00 a.m.

Board of Supervisors Hearing Room
1415 Melody Lane, Building G
Bisbee, AZ 85603

Samples of projects that can use CDBG funds include:

- 1) Public infrastructure (e.g., water, wastewater, street improvements);
- 2) Community facilities (e.g., parks, health clinics, libraries, senior or youth centers);
- 3) Housing (e.g., owner-occupied or multi-family rehab, utility connections on private property, new housing constructed by a non-profit);
- 4) Public services (e.g., paying the salary of an additional staff person to expand a Head Start program, purchasing a van to transport persons with disabilities, equipment and rent to start a new job training program, services for seniors or homeless); and
- 5) Economic development (e.g., a loan to a business for job creation, micro-enterprise development, acquisition of land for an existing business expansion).

For more information about the hearing, grievances, the CDBG program, or to receive assistance in formulating prospective project ideas for presentation at the hearing contact the following:

Lisa M. Marra, Communications and Community
Relations Administrator
1415 Melody Lane, Building G
Bisbee, AZ 85603
Telephone: 520-432-9742 Fax: 520-432-5016
Email: Lmarra@cochise.az.gov

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits of services, programs, or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building E, Bisbee, AZ 85603.

PUBLISH: December 23, 2015

Publish: December 23, 2015
Arizona Range News

COCHISE CO. PUBLIC
HEARING REGARDING
USE OF COMMUNITY
DEVELOPMENT BLOCK
GRANT FUNDS

was printed and published correctly in the regular and entire issue of said SAN PEDRO VALLEY NEWS
SUN and or ARIZONA RANGE NEWS for 1 issues, that the first was

made on the 23rd day of DECEMBER 20 15

and the last publication thereof was made on the 23rd day of

DECEMBER 20 15

that said publication

was made on each of the following dates, to wit:

12/23/15

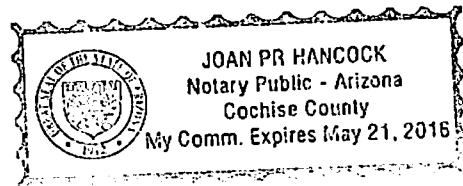
Request of COCHISE COUNTY FACILITIES

San Pedro Valley News-Sun
Arizona Range News

By

Subscribed sworn to before me this 23rd day of DECEMBER

20 15



Notary Public in and for the County of Cochise, State of Arizona

My Commission Expires:

5/2/16

The Bisbee Observer

7 Bisbee Rd., Suite L, Bisbee Arizona 85603
Phone: 520-432-7254 Fax: 520-432-4192
E-mail: bisbeobserver@cableone.net

Publisher's Affidavit

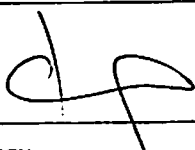
State of Arizona
County of Cochise

Eva Nagy, being duly sworn, deposes and says she is a staff member of The Bisbee Observer, a newspaper published one a week in Bisbee, Cochise County, State of Arizona:

Public Notice
CDBG
(3rd)

was published in its issues for 1 times on the following dates:

December 24, 2015



Eva Nagy
The Bisbee Observer

Subscribed and sworn to me his 15 day of

February, 2016



NOTARY PUBLIC

Laura M Swan

My commission expires
January 4, 2017



PUBLIC NOTICE COCHISE COUNTY

Public Hearing Regarding Use of Community Development Block Grant Funds (CDBG)
Cochise County is expected to receive approximately \$214,600 in FY2016 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). The County may also apply for FY2016 CDBG funds from the State special projects (SSP) account or Colonia funds. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need. A public hearing will be held to gather citizen input on the use of CDBG funds. The public hearing will be held on the following date and time:

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Bisbee, AZ 85603

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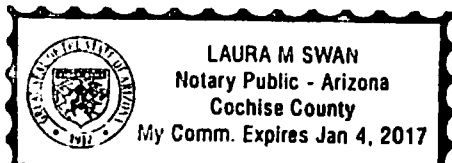
Lisa M. Marra, Communications and Community Relations Administrator
1415 Melody Lane, Building G
Bisbee, AZ 85603

Telephone: 520-432-9742 Fax: 520-432-5016

Email: Lmarra@cochise.az.gov

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Published in The Bisbee Observer December 24, 2015



PUBLIC NOTICE

COCHISE COUNTY

Public Hearing Regarding Use of Community Development Block Grant Funds (CDBG)

Cochise County is expected to receive approximately \$214,600 in FY2016 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). The County may also apply for FY2016 CDBG funds from the State special projects (SSP) account or Colonia funds. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need.

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Board of Supervisors Hearing Room

1415 Melody Lane, Building G

Bisbee, AZ 85603

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For more information about the hearing, grievances, the CDBG program; or to receive assistance in formulating prospective project ideas for presentation at the hearing contact the following:

Lisa M. Marra, Communications and Community Relations Administrator

1415 Melody Lane, Building G

Bisbee, AZ 85603

Telephone: 520-432-9742 Fax: 520-432-5016

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CERTIFICATE OF POSTINGS / DISTRIBUTION

I, Lisa Marra, certify that on this 15th day of December, 2015, I posted/distributed, a Notice of Public Hearing scheduled for January 26, 2016 at:

Website and Posting Board, Cochise County - 1415 Melody Lane, Building G, Bisbee AZ 85603

See Attached for Newspaper Publication Affidavits:

SV Herald

Bisbee Observer

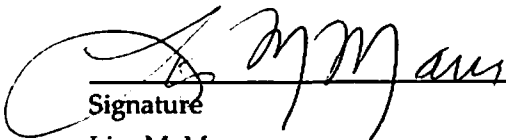
Willcox Range News/Benson

Douglas Dispatch

See separate list of all establishments that were sent the Public Hearing Notice along with the public information brochure. Mailed on December 21, 2015

The hearing concerns the proposed use of CDBG funds:

[ATTACH A LIST OF THE LOCATIONS OF POSTING/DISTRIBUTION]



Signature

Lisa M. Marra

Name

Communications and Community Relations Administrator

Title

12/15/15

Date



Cochise County Community Development Block Grant

Page 57



Program

**Cochise County
Community Development-Grants
1415 Melody Lane, Bldg. G
Bisbee, AZ 85603
(520) 432-9742**

Community Development Block Grant (CDBG) funds originate from the U.S. Department of Housing and Urban Development (HUD). HUD monies are distributed to the State Community Development Block Grant Program through the Arizona Department of Housing. The Arizona Department of Housing works in partnership with the regional Councils of Governments to distribute CDBG funds to non-entitlement communities throughout Arizona. The Council of Governments for Cochise County is the Southeastern Arizona Government Organization, better known as SEAGO.

Each year SEAGO develops a Method of Distribution for CDBG funding. The Method of Distribution outlines a sub-region funding rotation for the eight government entities within Cochise County:

Fiscal Year 2016
Cochise County
Huachuca City

Fiscal Year 2016 is the next CDBG funding cycle for Cochise County, which is on a 3 year rotation. Depending on the sub-region funding year, each government entity can apply for approximately \$214,600 in CDBG funding. Funding levels vary each year. Up to 18% can be applied to administration costs.

Cochise County has a Public Participation Process, where individuals and community groups have the opportunity to present a proposed CDBG activity or project to the County Board of Supervisors. Please call the Community Development-Grants office at (520) 432-9742 for further information about the Public Participation Process.

Activities Eligible for CDBG Funding:

- ❖ Public Works & Safety Activities
- ❖ Public & Privately Owned Water System Improvements
- ❖ Public & Privately Owned Wastewater System Improvements
- ❖ Solid Waste Disposal Facilities and Equipment
- ❖ Road/Street Improvements
- ❖ Parking Facilities
- ❖ Flood and Drainage Improvements

- ❖ Fire Protection Facilities and Equipment
- ❖ Community and Supportive Housing Facilities (*Parks, Libraries, Community Centers, Shelters, Group Homes*)
- ❖ Public Service (*Child Care, Health Care, Job Training, Recreation Programs, Services for Senior Citizens, Literacy Training and English-as-a-Second Language*)
- ❖ Neighborhood Revitalization and Redevelopment
- ❖ Housing
- ❖ Job Creation or Retention for Economic Development

Activity or project must meet one (and only one) of the following three National Objectives:

1. LOW-MODERATE INCOME BENEFIT

Area wide Benefit: Service area is primarily residential (at least 60% of the structures are residential) and at least 51% of the residents are of low to moderate-income. Low to moderate income figures derived from the 2014 ACS Census by HUD and broken down by Census Tracts and Block Groups, which defines the service area (area wide benefit) and proves the area contains at least 51% of low to moderate income persons. **Due to changes in calculation, most projects will require a special income survey for the area.**

Limited Clientele Benefit: Automatically considered low-mod when activity benefits a specific target group, of which 51% consists of one or more:

- Low to moderate Income
- Abused children
- Elderly persons
- Battered spouses
- Homeless persons
- Adults with severe disabilities
- Illiterate persons
- Persons living with AIDS
- Migrant farm workers

2. PREVENTION OR ELIMINATION OF SLUMS OR BLIGHT

AFFIDAVIT OF PUBLICATION

STATE OF ARIZONA)
)SS.
COUNTY OF COCHISE)

DEEDEE HICKS

[Signature]

being first

duly sworn, deposes and says: That (he) (she) is the Agent to the Publisher of the SAN PEDRO VALLEY NEWS-SUN and the ARIZONA RANGE NEWS newspapers printed and published weekly in the County of Cochise, State of Arizona, and of general circulation in the city of Benson, County of Cochise, State of Arizona and elsewhere, and hereto attached

District/Superinter... MS Office, typing and financial re... Experience with and knowledge... Spanish bi-lingual preferred... (4 day week), 12 mon... Applicants must be eligib... clearance and be able... Applications are available on our w... or at the Bowie USD Ad... 315 W. 5th Street, Bo... Call Jeff St. Clair at 520-847... Open until...

PUBLIC NOTICE
COCHISE COUNTY
USE OF CDBG FUNDS
FISCAL YEAR 2016

was printed and published correctly in the regular and entire issue of said SAN PEDRO VALLEY NEWS SUN and or ARIZONA RANGE NEWS for 1 issues, that the first was

made on the 17th day of February 20 16

and the last publication thereof was made on the 17th day of

February 20 16 that said publication

was made on each of the following dates, to wit:

02/17/2016

Request of COCHISE COUNTY BOARD OF SUPERVISORS

San Pedro Valley News-Sun
Arizona Range News

By

[Signature]

Subscribed sworn to before me this 23rd 17th day of February

20 16



[Signature]

Notary Public in and for the County of Cochise, State of Arizona

My Commission Expires: 2/19/2019

HELP WANTED

CITY OF WILLCOX
JOB OPENING NOTICE #012516
PUBLIC SAFETY DISPATCHER

The City of Willcox is seeking a Public Safety Dispatcher. The ideal candidate for the position should be able to perform under general supervision; however the nature of their work requires independent judgment. Preference will be given to applicants who are bi-lingual. Must possess Class A Terminal Operator Certificate or obtain in 6 months, must pass background check and drug screen. Work is performed in accordance with Federal, State and Local laws and ordinances as well as Departmental Rules and Regulations pertaining to the collection and dissemination of information. High school graduate or equivalent. \$13.49 per hour. Applications and Job descriptions are available at City Hall, 101 S Railroad Ave, Suite B, Willcox, AZ or online at www.cityofwillcox.org. Must be turned into Human Resources by Friday, February 19, 2016 at 4pm. ADA/EEO/AA

JOB POSTING
Human Resource/Office Manager
Contact Charles Wm. Leighton Jr.
 Hospice, Inc. at 520-384-5878 or
 hospice@vtc.net. EOE

ADS: Place your ad on-line
call DeeDee at 384-3571.

It is expected that the Board applicable resolutions. The

am om

sion at this meeting. The und described as follows:

the water system icity, security system

in Huachuca City to

le, or building purchase urea to Tacoma St.

out the CDBG program

strator

e County does not, by reason of ervices, programs, or activities nquiries regarding compliance directed to Chris Mullinax, -9716, TDD (520) 432-8360,

201725450

PUBLIC NOTICE

Cochise County Public Hearing Regarding Use of CDBG Funds

The County of Cochise is expected to receive approximately \$214,600 in FY16 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need. Based on citizen input as well as local and state planning objectives, up to three of these potential projects may be selected to be forwarded to the State of Arizona with a request for funding.

A public hearing will be held to discuss the potential project(s). It is expected that the Board of Supervisors will select project(s) at the meeting and adopt applicable resolutions. The public hearing will be held on the following date and time:

Tuesday, March 8, 2016 at 10:00am
Board of Supervisors Hearing Room
1415 Melody Lane, Building G
Bisbee, AZ 85603

No new projects may be brought up for consideration or discussion at this meeting. The potential CDBG projects, not in any priority order, are named and described as follows:

1. Bowie Water District: Planning study and/or upgrades to the water system
2. Elfrida Library: Outdoor patio & ramada, benches, electricity, security system
3. Fry Fire District: New roof for Frytown station
4. Fry Fire District: Radios
5. Southern AZ. Children's Haven: Remodel a new facility in Huachuca City to provide shelter for children in crisis
6. Rural Accent Bowie: Existing building repairs if affordable, or building purchase for Rural Accent food bank serving NE Cochise County area
7. Fry Townsite: Sidewalks, curb, gutter & lights from 4th to Tacoma St.
8. Fry Townsite: Solar street lights on Theater

To review the project proposal, file grievances or learn more about the CDBG program contact the following:

Lisa Marra, Communications & Community Relations Administrator
Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, AZ 85603
Phone: (520) 432-9742 Fax: (520) 432-1390
Email: Lmarra@cochise.az.gov

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CERTIFICATE OF POSTINGS / DISTRIBUTION

I, Lisa Marra, certify that on this 12th day of February, 2016, I posted/distributed, a Notice of Public Hearing scheduled for March 8, 2016 at:

Website and Posting Board, Cochise County - 1415 Melody Lane, Building G, Bisbee AZ 85603

See Attached for Newspaper Publication Affidavits:

SV Herald

Willcox Range News/Benson

The hearing concerns the proposed use of CDBG funds:

[ATTACH A LIST OF THE LOCATIONS OF POSTING/DISTRIBUTION]



Signature

2/12/16

Date

Lisa M. Marra

Name

Communications and Community Relations Administrator

Title

COCHISE COUNTY: ATTACHMENT TO P2 AND P4 CERTIFICATION OF POSTING:

Locations posted in CT1/BG1, which is 63% low-mod:

JP Court/Sheriff, Bowie
Bowie Public Library, Bowie
Bowie Post Office, Bowie
Bowie Fire District, Bowie
San Simon Post Office, San Simon
San Simon School District, San Simon
Portal Post Office, Portal

Locations posted in CT1/BG2, which is 51.1% low-mod:

Sunizona Public Library, Pearce

Locations posted in CT2/BG3, which is 56.5% low-mod:

Willcox Service Center, Willcox
Willcox City Hall, Willcox
Willcox Post Office, Willcox
Willcox Public Library, Willcox
Cochise College, Willcox
Department of Economic Security, Willcox

Locations posted in CT2/BG5, which is 44.2% low-mod:

Sunsites Library, Sunsites
Pearce Post Office, Pearce
Cochise Post Office, Cochise

Locations posted in CT3/BG3, which is 30.5% low-mod:

Benson Service Center, Benson
City of Benson, Benson
Benson Post Office, Benson
Benson Public Library, Benson
Cochise College, Benson
Family Assistance, Benson
Department of Economic Security

Locations posted in CT3/BG4, which is 41.2% low-mod:

St. David Post Office, St. David
Dragoon Post Office, Dragoon

Locations posted in CT4/BG1, which is 44% low-mod:

Tombstone City Hall, Tombstone
Tombstone City Library, Tombstone
Tombstone Post Office, Tombstone

Locations posted in CT5/BG2, which is 54.6% low-mod:

Elfrida Public Library, Elfrida
Elfrida Post Office
McNeal Post Office

Locations posted in CT6/BG2, which is 72.9% low-mod:

Pirtleville Post Office, Pirtleville

Locations posted in CT9/BG5, which is 61.4% low-mod:

Juvenile Services, Douglas
Assessors Office, Douglas
JP Court, Douglas
Cochise County Planning & Zoning, Douglas
Cochise County Health Department, Douglas
Douglas City Hall, Douglas
Douglas Public Library, Douglas
Douglas Post Office, Douglas
Department of Economic Security, Douglas
Family Services, Douglas
Cochise College, Douglas

Locations posted in CT10/BG2, which is 49.4% low-mod:

Housing Authority of Cochise County, Bisbee
Clerk of the Court, Bisbee
County Library & Bookmobile, Bisbee
Public Fiduciary, Bisbee
Bisbee Public Library, Bisbee

Locations posted in CT11/BG1, which is 45.6% low-mod:

Bisbee City Hall, Bisbee
Department of Economic Security, Bisbee
JP Court, Bisbee
County Jail, Bisbee

Locations posted in CT11/BG2, which is 63.1% low-mod:

Naco Post Office, Naco

Locations posted in CT12/BG1, which is 43.4% low-mod:

Bisbee Post Office, Bisbee
Cochise County Planning & Zoning Department, Bisbee
County Treasurer Office, Bisbee,
Health Department, Bisbee
Cochise County Board of Supervisors, Bisbee
Human Resources, Bisbee
Assessors Office, Bisbee

Locations posted in CT13/BG2, which is 56.1% low-mod:

Huachuca City Hall, Huachuca City
Huachuca City Library, Huachuca City

Locations posted in CT15/BG3, which is 80.7% low-mod:

Fry Fire Station, Sierra Vista

Locations posted in CT16/BG1, which is 23% low-mod:

Sierra Vista City Hall, Sierra Vista
Sierra Vista Public Library, Sierra Vista
Sierra Vista Police Department, Sierra Vista
Sierra Vista Community Center, Sierra Vista
Department of Public Safety, Sierra Vista
Department of Economic Security, Sierra Vista

Locations posted in CT16/BG6, which is 91.9% low-mod:

Department of Economic Security, Sierra Vista

Locations posted in CT16/BG7, which is 71.7% low-mod:

Sierra Vista Post Office, Sierra Vista

Locations posted in CT17/BG1, which is 50.4% low-mod

Cochise College, Sierra Vista
University of Arizona, Sierra Vista

Locations posted in CT17/BG3, which is 30.7% low-mod:

Cochise County Health & Social Services, Sierra Vista
Cochise County Planning & Zoning, Sierra Vista

Locations posted in CT17/BG7, which is 18.1% low-mod:

Cochise County Assessor Office, Sierra Vista
Cochise County Adult Probation, Sierra Vista
JP Court #5, Sierra Vista

Locations posted in CT21/BG3, which is 23% low-mod:

Hereford Post Office, Hereford

Sierra Vista City Hall
1011 N. Coronado Drive
Sierra Vista, AZ 85635

Sierra Vista Public Library
2950 E. Tacoma
Sierra Vista, AZ 85635

Sierra Vista Police Department
911 N. Coronado Drive
Sierra Vista, AZ 85635

Sierra Vista Community Center
3020 Tacoma
Sierra Vista, AZ 85635

Hereford Post Office
7268 S. Highway 92
Hereford, AZ 85615

Sierra Vista Post Office
2300 E. Fry Blvd.
Sierra Vista, AZ 85635

Public Safety Department
2400 E. Tacoma
Sierra Vista, AZ 85635

Department of Economic Security
2981 E. Tacoma
Sierra Vista, AZ 85635

DES-Family Assistance
820 E. Fry Blvd.
Sierra Vista, AZ 85635

Huachuca City Library
506 Gonzales Blvd
Huachuca City, AZ 85616

Department of Economic Security
209 Bisbee Rd.
Bisbee, AZ 85603

Cochise College
901 N. Colombo Ave.
Sierra Vista, AZ 85635

University of Arizona
1140 N. Colombo
Sierra Vista, AZ 85635

Elfrida Public Library
P.O. Box 98
Elfrida, AZ 85610

Bisbee City Hall
118 Arizona St.
Bisbee, AZ 85603

Douglas City Hall
425 10th St.
Douglas, AZ 85607

Tombstone City Hall
P.O. Box 339
Tombstone, AZ 85638

Bisbee Post Office
940 Highway 92
Bisbee, AZ 85603

Douglas Public Library
560 10th St.
Douglas, AZ 85607

Tombstone City Library
P.O. Box 218
Tombstone, AZ 85638

McNeal Post Office
9103 N. Highway 191
McNeal, AZ 85617

Naco Post Office
3833 S. Giesler Ave.
Naco, AZ 85620

Elfrida Post Office
10341 N. Highway 191
Elfrida, AZ 85610

Portal Post Office
2391 S. Rockhouse Road
Portal, AZ 85632

Pirtleville Post Office
430 W. Grace Ave.
Pirtleville, AZ 85626

Douglas Post Office
601 10th St.
Douglas, AZ 85607

Family Services
615 2nd St.
Douglas, AZ 85607

Tombstone Post Office
516 E. Allen St.
Tombstone, AZ 85638

Department of Economic Security
1140 F Ave.
Douglas, AZ 85607

Cochise College
4190 W. Highway 80
Douglas, AZ 85607

City of Benson
P.O. Box 2223
Benson, AZ 85602

Bowie Public Library
P.O. Box 417
Bowie, AZ 85605

Huachuca City Hall
500 N. Gonzales Blvd.
Huachuca City, AZ 85616

Cochise College – Benson
1025 State Route 90
Benson, AZ 85602

Benson Public Library
300 S. Huachuca Benson St.
Benson, AZ 85602

Dragoon Post Office
4752 Dragoon Rd.
Dragoon, AZ 85609

Bowie Post Office
Business Loop I-10
Bowie, AZ 85605

Willcox City Hall
101 S. Railroad Ave., Suite B
Willcox, AZ 85643

Sunizona Public Library
6460 E. Highway 181
Pearce, AZ 85625

Cochise Post Office
5066 Dos Cabezas
Cochise, AZ 85606

Sunsites Library
P.O. Box 544
Pearce, AZ 85625

San Simon Post Office
2908 N. Arizona Ave.
San Simon, AZ 85632

Department of Economic Security
256 S. Curtis
Willcox, AZ 85643

St. David Post Office
21 S. Miller Lane
St. David, AZ 85630

Department of Economic Security
551 W. 4th St.
Benson, AZ 85602

Pearce Post Office
P.O. 9998
Pearce, AZ 85625-9998

Benson Post Office
250 S. Ocotillo
Benson, AZ 85602

Cochise College
1110 W. Fremont
Willcox, AZ 85643

Family Assistance
5955 S. Dragoon
Benson, AZ 85602

Willcox Post Office
200 S. Curtis
Willcox, AZ 85643

Willcox Public Library
207 W. Maley
Willcox, AZ 85643

Bisbee Public Library
118 Arizona St.
Bisbee, AZ 85603

Bowie Fire District
PO Box 241
Bowie, AZ 85605

Fry Fire District
4817 Apache Ave.
Sierra Vista, AZ 85650

San Simon School District
2226 W. I-10 Business Loop
San Simon, AZ 85632

SEAGO
1402 W. Hwy 93
Bisbee, AZ 85603

Pirtleville Fire District
P.O. Box 7101
Pirtleville, AZ 85626

Babocomari Fire District
90 Pima Drive
Bisbee, AZ 85603

Sunsites/Pearce Fire District
P.O. Box 507
Pearce, AZ 85625

San Simon Water District
P.O. Box 14827
San Simon, AZ 85632

Elfrida Fire District
P.O. Box 68
Elfrida, AZ 85610

**Northern Cochise Community
Hospital**
901 W. Rex Allen Drive
Willcox, AZ 85643

Wellspring Water District
P.O. Box 120
Pearce, AZ 85625

Mescal-J6 Fire District
448 N. Warren Rd
Benson, AZ 85602-0038

San Pedro Valley Hospital
P.O. Box 2290
Benson, AZ 85602

Whetstone Water District
P.O. Box 4287
Huachuca City, AZ 85616

Palominas Fire District
10202 S. Highway 92
Hereford, AZ 85615

Naco Sanitary District
P.O. Box 755
Naco, AZ 85620

Cochise County Flood Control
Melody Lane Bldg F

Whetstone/PBW Fire District
2422 N. Firehouse Lane
Whetstone, AZ 85616

St. David Irrigation District
P.O. Box 463
St. David, AZ 85630

St. David Flood Control
P.O. Box 413
St. David, AZ 85630

Pomerene Fire District
P.O. Box 43
Pomerene, AZ 85627

Bowie Water District
P.O. Box 127
Bowie, AZ 85605

Vanar Flood Control
1411 W. Power Rd
San Simon, AZ 85632

San Jose Fire District
P.O. Box 4277
Bisbee, AZ 85603

Elfrida Water District
P.O. Box 356
Elfrida, AZ 85610

Fairfield Estates RIMD
P.O. Box 790
Hereford, AZ 85615

San Simon Fire District
P.O. Box 244
San Simon, AZ 85632

Pomerene Water District
P.O. Box 265
Pomerene, AZ 85627

High Knoll Ranches RIMD
P.O. Box 1286
Sierra Vista, AZ 85636

St. David Fire District
P.O. Box 577
St. David, AZ 85630

St. David Water District
P.O. Box 172
St. David, AZ 85630

Hereford NRCD
P.O. Box 3361
Sierra Vista, AZ 85636

Sunnyside Fire District
3359 N. Washington Ave
Douglas, AZ 85607

**Cochise County School
Superintendent**
Old Bisbee High School

Coronado RC&D
656 N Bisbee Ave
Willcox, AZ 85643-1437

Cochise County Assessor Office
100 Colonia De Salud
Sierra Vista, AZ 85635

Housing Authority
Melody Lane – Bldg A

Health & Social Services
4115 E. Foothills Dr.
Sierra Vista, AZ 85635

Cochise County P&Z Dept
4001 E. Foothills Dr.
Sierra Vista, AZ 85635

Health Department
Melody Ln. Bldg. A

Board of Supervisors

JP Court #6 and Sheriff
P.O. Box 317
Bowie, AZ 85605

Cochise County
Health Department
515 7th Street
Douglas, AZ 85607

Human Resources
Melody Ln. Bldg. F

Planning & Zoning
Melody Ln. Bldg. E

Clerk of the Court
County Courthouse

Recorders Office
Melody Ln. Bldg. B

Assessor Office
Melody Ln. Bldg B

County Library
Old Bisbee High School
(& Bookmobile)

Public Fiduciary
Old Bisbee High School

JP Court #1
205 N. Judd Dr.

County Jail
205 N. Judd Drive

Sheriff Office
205 N. Judd Dr.

Juvenile Services
640 10th St.
Douglas, AZ 85607

JP Court #2
661 G Ave.
Douglas, AZ 85607

Cochise County P&Z
661 G Ave.
Douglas, AZ 85607

Assessors Office
661 G Ave.
Douglas, AZ 85607

Willcox Service Center
450 S. Haskell Ave.
Willcox, AZ 85643

Benson Service Center
126 W. 5th Street
Benson, AZ 85602

County Treasurer Office
Bldg. E

Cochise County Adult Probation
100 Colonia de Salud, Suite 101
Sierra Vista, AZ 85635

JP Court #5
100 Colonia de Salud, Suite 108
Sierra Vista, AZ 85635

Adult Probation/Juvenile
Old Bisbee High School

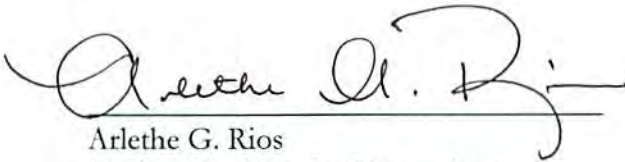
Cochise County Elections
Melody Lane – Bldg A

Court Administration
Quality Hill

CERTIFICATION

I, Arlethe G. Rios, hereby certify that I am duly appointed, qualified, and Clerk of the Cochise County Board of Supervisors, Bisbee, Arizona; that as such, I have in my possession the original minutes of the Board of Supervisors' meeting of January 26, 2016 which were adopted by the Board of Supervisors on February 9, 2016 and that the attached is a true and correct copy of the minutes of the Board of Supervisors' meeting of January 26, 2016 as it appears in my records.

Dated this 10th day of February, 2016.



Arlethe G. Rios
Clerk of the Board of Supervisors



**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, January 26, 2016**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, January 26, 2016 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Richard R. Searle, Chairman; Patrick G. Call, Vice-Chairman; Ann English, Member
Staff Edward T. Gilligan, Deputy County Administrator; Arlethe G. Rios, Clerk of the Board;
Present: Elda Orduno, Civil Deputy County Attorney

Chairman Searle called the meeting to order at 10:06 a.m.

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of January 5, 2016.

Community Development

2. Approve the Professional Service Agreement (PSA) 16-20-CDD-04 with PSOMAS in the not to exceed amount of \$280,000 for plan reviews and inspection services for the SunPower Corporation 20 megawatt photovoltaic solar array power plant project for the Community Development Department.

County Attorney

3. Approve Grant Award - Federal Grant 2014-VA-GX-0018, CFDA #16-575, Grant Agreement #2014-261 for victim witness program in the amount of \$97,251 for the period October 1, 2015 through September 30, 2016.

County Sheriff

4. Approve Amendment 1 to Contract 14-AZDOHS-OPSG-140412-01 between the Cochise County Sheriff's Office and the Arizona Department of Homeland Security (DOHS) to grant a contract extension February 29, 2016 to use the remaining funds in the amount of \$49,770.12.

Court Administration

5. Approve reappointment of Superior Court Judges Pro Tempore, Terry Bannon and Judge Pro Tempore Margaret Macartney pursuant to ARS 12-141 and ARS 8-231 and authorize Court Administration to call upon an appropriately appointed Superior Court Judge Pro Tempore from another county in extenuating circumstances pursuant to ARS 12-144 for the period beginning July 1, 2016 to and including June 30, 2017.

Finance

6. Approve demands and budget amendments for operating transfers. Warrants Nos. 95332-95367, 95369-95468, 95470-95627, 95638-95647, 95664-95754 were issued in the amount of \$1,023,979.40.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. The voided warrants are listed below:

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
110	AZ Dept of Admin-Risk Manag	\$2,409.98
100	Patricia Edie	39.26
100	Linda Thompson	12.50
100	Donna Whitman	120.00
109	Senergy Petroleum	399.36
600	Western Truck Equipment Co., Inc.	853.05

Issued warrants are listed as an attachment at the end of the minutes

Health & Social Services

7. Approve the Amendment from the U.S. Department of Education (USDOE), with Arizona Department of Education (ADE) as fiscal agent to provide Child Care Health Consultant (CCHC) Services to high need communities, determined by the ADE in the amount of \$4,380 to cover transportation to Tier 1, 2 or 3 schools, along with nursing hours, until June 30, 2016.

Chairman Call moved to approve items 1-7 on the consent agenda. Supervisor English seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Board of Supervisors

Chairman Searle moved item 9 before item 8.

8. Presentation and Public Hearing for Fiscal Year 2016 Community Development Block Grant (CDBG) application process for Cochise County to receive public input and identify community needs for consideration of funding.

Ms. Lisa Marra, Communications and Community Relations Administrator, presented this item using a PowerPoint presentation. Ms. Marra gave the background of the requirements for the grant, listed previous projects completed with prior grant monies, and gave examples of the projects that the County can fund. She noted that funds have also decreased and listed projects identified for consideration by category and that a new requirement this year was to do community surveys in the areas where the grant monies would be used. She added that there had been a large public outreach, mass mailings, newspapers postings, and email distribution lists used to get the word out.

Vice-Chairman Call asked who would be responsible for doing the survey.

Ms. Marra said that it would be her responsibility as the Board's representative in managing and administering grant monies. She said she would need assistance from the communities and noted that not providing the survey information would disqualify a community from receiving funds for a project.

Vice-Chairman Call asked if the County charged for the administrative overhead.

Ms. Marra said that in the past the County had charged the administrative overhead fee since it is time consuming to keep track of the projects and all the federal requirements.

Chairman Searle opened the public hearing.

Mr. Tom Schelling, Sunnyside Fire District representative from Douglas, said that the fire district would like to acquire fire equipment and have some construction done to keep the new station fenced for safety/security reasons. The total cost for both would be about \$13,000.

Captain Joshua A. Steinberg, Fire Chief with Sunsites/Pearce Fire District, said that the fire district would like to add a water tank and fire hydrants for the community, which would help citizens lower their insurance and cut the fire team's response time. He added that other mutual aid partners who would also benefit from these improvements.

Supervisor English asked if they would qualify with the average income in the area.

Chief Steinberg said that they would qualify under the average salary provision.

Ms. Stephanie Fulton, Elfrida Library Branch Manager, said that she was requesting a ramada for public use, which would benefit everyone in the community and added that the estimated cost was \$8,000.

Ms. Modestina Frascella, Bowie Food Pantry/Rural Accent Incorporated, said that her organization was requesting either \$30,000 to repair the building they were currently in or purchase of an existing building for \$200,000.

Vice-Chairman Call asked what part of the County the food bank served.

Ms. Frascella said the northeast corridor of Cochise County.

Supervisor English submitted her request to consider the Bowie and Elfrida water systems.

Vice-Chairman Call said he had no project requests.

Chairman Searle asked if the County could submit projects.

Ms. Marra said that the grant would not fund projects for facilities that are County owned, but they could be used for American Disability Act (ADA) improvements.

No one else chose to speak and Chairman Searle closed the public hearing.

Ms. Marra said that the survey of the community was an additional task that would have to be done by the County to ensure compliance and she reminded everyone of the schedule and upcoming meetings.

Chairman Searle said he appreciated the work done on this project, but was worried that the funds for this grant continued to decrease.

9. Approve an agent change/acquisition of control liquor license application for a series #12 (restaurant) liquor license submitted by Mr. Robert Barnes for Turquoise Valley Golf Course, located at 1794 Newell Road, Naco, AZ 85620.

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios noted that the liquor license was a series #6 (bar) not a series #12.

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios said the Sheriff's Office did not have a recommendation and the Planning and Zoning Department had recommended approval. The Environmental Health Division noted that they have no concerns with the issuance of the liquor license; the Treasurer's Office noted that all property taxes are current. The applicant has paid the \$100 processing fee and the Board staff recommended approval.

Chairman Searle opened the public hearing.

No one chose to speak and Chairman Searle closed the public hearing.

Supervisor English amended the motion to approve an agent change/acquisition of control liquor license application for a series #6 (bar) liquor license submitted by Mr. Robert Barnes for Turquoise Valley Golf Course, located at 1794 Newell Road, Naco, AZ 85620. Vice-Chairman Call seconded the motion.

Chairman Searle called for the vote and it was approved 3-0.

ACTION

Board of Supervisors

10. Approve the over-the-counter sales of tax deed properties remaining unsold following the July 2015 online tax deed land auction and subsequent over-the-counter sales, as set forth in the attached Exhibit A, plus related administrative fees.

Ms. Arlethe G. Rios, Clerk of the Board, presented this item. Ms. Rios stated that she had received one bid on 11 of the parcels remaining unsold and were reflected on the attached report; in addition, the bidder would pay a \$75 administrative fee totaling \$1,425 (\$1,350 for bids and \$75 in administrative fees - 1 bidder). The acceptance of these bids brought the total YTD sales to \$108,342.30 and the OTC sales for the year were closed as of December 31, 2015 in preparation for the 2016 online tax deed land auction.

Vice-Chairman Call moved to approve the over-the-counter sales of tax deed properties remaining unsold following the July 2015 online tax deed land auction and subsequent over-the-counter sales, as set forth in the attached Exhibit A, plus related administrative fees. Supervisor English seconded the motion.

Chairman Searle called for the vote and it was approved 3-0.

County Sheriff

11. Approve Stone Garden Agreement 15-AZDOHS-OPSG-150401-03 between the Arizona Department of Homeland Security (AZDOHS) and the Cochise County's Sheriff's Office for overtime and mileage in support of the Border Patrol's mission against illegal immigration and drug smuggling in the amount of \$1,000,000 for the period of January 1, 2016 through December 31, 2016.

Supervisor English moved to approve Stone Garden Agreement 15-AZDOHS-OPSG-150401-03 between the Arizona Department of Homeland Security (AZDOHS) and the Cochise County's Sheriff's Office for overtime and mileage in support of the Border Patrol's mission against illegal immigration and drug smuggling in the amount of \$1,000,000 for the period of January 1, 2016 through December 31, 2016. Vice-Chairman Call seconded the motion.

Commander Mark Genz, Sheriff's Office, presented the item. Commander Genz gave the background and noted the missions supported by this grant.

Supervisor English noted her concerns about using grants such as Stone Garden. She said that she had reviewed financial documents regarding how much overtime deputies were accumulating and with a \$28,000,000 debt for the Public Safety Personnel Retirement System (PSPRS) already pending, she wanted to know if the County could continue to support this grant. She said that the Board had approved a \$2,000,000 payment at the beginning of the fiscal year to try to pay down the PSPRS debt and reduce the County's liability. She noted that in 2015, 20 deputies who had over \$10,000, each in overtime added an additional \$2,000,000 to the PSPRS liability. She stated that although public safety is important, the Board's responsibility is to look at the County budget and provide fiscally responsible decisions that benefit County citizens.

Commander Genz said that the PSPRS is costing a lot of money to several local governments statewide, but it was mostly due to legislative changes. He noted that using the Stone Garden grant allowed the Sheriff's Office to assist other law enforcement agencies and provide additional coverage countywide without hiring additional deputies.

Chairman Searle asked how much of the grant money would go towards overtime and mileage and if there was an overtime policy in effect.

Commander Genz said that the details were in the contract and said that Sheriff Dannels had instituted a limit of 10 hours of overtime a week/per deputy policy.

Vice-Chairman Call stated that the PSPRS issue needed to be discussed with the Sheriff's Office in order to come up with a solution as a team.

County Sheriff Mark Dannels shared Vice-Chairman Call's thoughts on working together to come up with a solution to address the PSPRS system. He added that using grants like Stone Garden enhanced the Sheriff Office's mission and was a tool to address deputy salaries. He also said that he had addressed overtime by reducing it from 10 hours in 2015 to 8 hours this year and did his due diligence to ensure grants used by the Sheriff's Office increased the value

of the service provided to County residents.

Supervisor English noted that she could not support this grant because she did not think it was a fiscally responsible decision.

Vice-Chairman Call requested a work session with the Sheriff's Office to discuss pay plans and grant monies in order to address the fiscal liabilities and concerns. He asked Mr. Gilligan for his assessment of the situation.

Mr. Gilligan said that about \$600,000 of the grant went to wages, \$300,000 towards retirement and \$100,000 towards fleet. He noted that although the grant money does fund salaries and benefits tied to those salaries, it does not fund the unfunded liability of \$28,000,000 in PSPRS.

Chairman Searle called for the vote and it was approved 2-0-1 (English opposed).

CALL TO THE PUBLIC

Chairman Searle opened the call to the public.

Jack Cook addressed the Board on matters of personal concern.

No one else chose to speak and Chairman Searle closed the call to the public.

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

REPORT BY JAMES E. VLAHOVICH COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Ed Gilligan, Deputy County Administrator, stated that Mr. Vlahovich was out of the office attending the Cochise Combined Trust (CCT) annual conference in Tucson. He gave an update on the Stepping Up program, status of the Douglas hospital/other facility repairs, and noted that he would be attending the Arizona County Managers Association (ACMA) next week.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call deferred his report.

Report by District 2 Supervisor, Ann English

Supervisor English said that she had attended the Legislative Reception as well as the Legislative Policy Committee meetings and would keep the Board updated on legislative proposals. She added that she had also hosted the unveiling of the County's first Purple Heart County sign in Douglas and thanked staff for their work on that effort.

Report by District 3 Supervisor, Richard Searle

Chairman Searle said he had also attended the Legislative Reception in Phoenix.

Applicant: Cochise County

CDBG Contract No.(if known): _____ RA for FFY 2016 SSP for FFY _____

CDBG DISCLOSURE REPORT
FEDERAL FISCAL YEAR
10/1/2016- 9/30/2017

This form must be completed and submitted with each application for CDBG funds.

PART I - APPLICANT INFORMATION

1. Applicant, Complete Address with 9-digit zip code, Phone Number:

Cochise County

1415 Melody Lane Building G Bisbee, AZ 85603-3037

Voice 520-432-9742 Fax 520-432-5016

2. Federal Employer Identification Number: 86-6000398

3. Indicate whether this is: Initial Report Update Report # _____

4. Amount of this CDBG Grant Applied for: \$231,778

PART II - THRESHOLD DETERMINATION

1. Is the amount listed in 4(above) more than \$500,000? Yes No

2. Have you received, can reasonably expect to receive, or applied for other HUD assistance (through programs listed in Appendix A of the Instructions) during the current federal fiscal year, which when added to 4. (above) amounts to more than \$500,000? Yes No

PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR

Provide the requested information for any other Federal, State and/or local governmental assistance *either awarded or applied for, which will be used in conjunction with this CDBG grant.*

Name and Address of Agency Providing or Applied to for Assistance	Program	Type of Assistance	Amount Requested or Awarded
NONE			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

PART IV - INTERESTED PARTIES

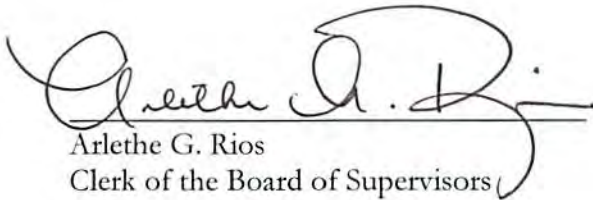
Identify any person or entity that has a pecuniary interest in this project that exceeds \$50,000 or 10% of the CDBG assistance (whichever is lower). All consultants, developers or contractors involved in the CDBG application or in the planning, development or implementation of the project must be identified as an interested party unless procured through a competitive process.

List of all Persons with a Reportable Financial Interest in the Project	Social Security No. or Employer ID No.	Type of Participation in the Project	Financial Interest in the Project (\$ and %)
NONE			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %

CERTIFICATION

I, Arlethe G. Rios, hereby certify that I am duly appointed, qualified, and Clerk of the Cochise County Board of Supervisors, Bisbee, Arizona; that as such, I have in my possession the original minutes of the Board of Supervisors' meeting of **March 8, 2016** which were adopted by the Board of Supervisors on March 22, 2016, and that the attached is a true and correct copy of the minutes of the Board of Supervisors' meeting of March 8, 2016 as it appears in my records.

Dated this 5th day of April, 2016.


Arlethe G. Rios
Clerk of the Board of Supervisors



**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, March 8, 2016**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, March 8, 2016 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Richard R. Searle, Chairman; Patrick G. Call, Vice-Chairman; Ann English, Member
Staff Present: James E. Vlahovich, County Administrator; Edward T. Gilligan, Deputy County Administrator; Britt W. Hanson, Chief Civil Deputy County Attorney; Arlethe G. Rios, Clerk of the Board

Chairman Searle called the meeting to order at 10:00 a.m.

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of February 23, 2016.
2. Ratify a letter to the Arizona Commerce Authority in support of the joint application from the City of Sierra Vista and the Willcox Chamber of Commerce and Agriculture for the Semper Fi Firearms Project.

Community Development

3. Adopt Zoning Ordinance 16-01 approving Docket Z-15-08, amending the zoning district designation for parcel 202-49-018 from MR-1 (Multiple Dwelling Residential); one dwelling per 3,600 to GB (General Business).

Court Administration

4. Approve Superior Court Grant of \$50,000 from the State Justice Institute to Re-engineer Law Library Services and Award Contract to National Center for State Courts.

Emergency Services

5. Approve an Intergovernmental Agreement (IGA) to allow the City of Douglas administrative access to the County's web-based Emergency Notification System (WENS) for the purpose of developing the database and initiating warnings to addresses within the City of Douglas.

Finance

6. Approve demands and budget amendments for operating transfers. Warrants Nos. 96445-96598, 96609-96841 were issued in the amount of 1,551,508.08.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. Issued warrants are listed as an attachment at the end of the minutes.

Health & Social Services

7. Approve Amendment #1 to IGA YH15-0006-04 between Cochise County and Arizona Health Care Cost Containment System (AHCCCS) for detention inmate inpatient medical care.

Supervisor English commended Mr. Eric Silverberg, Court Administrator, for looking for grant opportunities to save the County money.

Vice-Chairman Call moved to approve items 1-7 on the consent agenda. Supervisor English seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Board of Supervisors

8. Adopt Resolution 16-07 granting a Telecommunications Services Franchise to Valley Telephone Cooperative, Inc.

Mr. Britt Hanson, Chief Civil Deputy County Attorney, presented this item. Mr. Hanson gave the history of franchise agreements and noted that all was in order for this franchise to be approved.

Chairman Searle opened the public hearing.

No one chose to speak and Chairman Searle closed the public hearing.

Supervisor English moved to adopt Resolution 16-07 granting a Telecommunications Services Franchise to Valley Telephone Cooperative, Inc., Vice-Chairman Call seconded the motion.

Chairman Searle called for the vote and it was approved 3-0.

9. Adopt Resolution 16-00 selecting project(s) and authorizing the Commission of application(s) for Fiscal Year 2016-17 State Community Development Block Grant Funds.

Ms. Lisa Marra, Communications & Community Relations Director, presented this item using a PowerPoint presentation. Ms. Marra covered the requirements for this grant and stated that the total amount had been increased to \$231,778 with \$3,000 of it going to the South Eastern Arizona Governments Organization (SEAGO) for their fee. She added that 18 projects were requested, but nine projects were identified for consideration after direction from the Board and none of these would have to have an income survey done. She added that in the past Rural Accent/Bowie Food Bank could not be considered because they did not own the building they occupied, but they had purchased the building and now qualified to be considered. She clarified that if the Rural Accent project was chosen it would have to be fully funded. She noted that the City of Sierra Vista had agreed to enter into an Intergovernmental Agreement (IGA) to maintain the street lights if we funded this project since the County doesn't install or maintain streetlights and we have no Lighting District in Frytown. There could be an ongoing cost associated with this IGA.

Chairman Searle opened the public hearing.

Ms. Modestina Frascella, Rural Accent Food Bank, addressed the Board regarding her project and noted that the organization did own the building and although it already had some repairs done, it still needed major repairs to a wall that had water damage. She added that due to the area population it is difficult for them to qualify for smaller grants and this grant would be the only opportunity to get the funding that they need.

Ms. Stephanie Fulton, Elfrida Library Director, addressed the Board regarding her project. She gave statistics on the use of the library and their programs and explained how the project would enhance services to the citizens of Elfrida.

No one else chose to speak and Chairman Searle closed the public hearing.

Supervisor English said she would like to approve the Rural Accent project in the amount of \$30,000, the Frytown street light project in the amount of \$30,000 and the Children's Haven project in Huachuca City in the amount of \$128,000. She stated that at this time she would not recommend approval for the Elfrida Library project since the Board could only fund three projects.

Vice-Chairman Call said he would like to fully fund one program and thinks that the children's center project in Huachuca City is critical for the entire County.

Chairman Searle said that the Board could lower the administrative fee to 15% to add more money towards the projects. He added that he appreciated Supervisor English's support for projects in his district and would support the Rural Accent project, but also wanted to fund the children's center project and thought two projects would be good for the community and reasonable for staff time. He clarified that the Frytown street light project was not at a stage to move forward at this time due to unanswered questions about right of way access and other costs that could be incurred with lighting.

Vice-Chairman Call asked if Mr. Mike Rutherford, Children's Haven Owner, could comment on the funding proposed for his project.

Mr. Rutherford, said that the proposed funding would allow his organization to address the arson damage, but would not be enough to furnish the building in order to begin operations and become a shelter for children who had nowhere to go. He stated partial funding would only bring the building to the level it was pre-arson and that additional construction repairs

would be needed.

Supervisor English asked if there would be assistance by an insurance company to address some of the costs.

Mr. Rutherford said that he had only purchased the building recently and had not purchased insurance when the arson incident occurred.

Chairman Searle moved to adopt Resolution 16-08 selecting the Rural Accent project in the amount of \$30,000 and the Children's Haven project in the amount of \$175,000 and an administrative fee of no more than 15% and authorizing the submission of application(s) for Fiscal Year 2016-17 State Community Development Block Grant Funds. Supervisor English seconded the motion.

Chairman Searle called for the vote and it was approved 3-0.

ACTION

Elections & Special Districts

10. Approve Election workers for the March 22, 2016 Presidential Preference Election, as listed on the attached file.

Supervisor English moved to approve Election workers for the March 22, 2016 Presidential Preference Election, as listed on the attached file. Vice-Chairman Call seconded the motion.

Ms. Martha Rodriquez, Elections Coordinator, presented this item. Ms. Rodriquez said staff is working very hard to ensure that the presidential preference election is a success, especially with Ms. Katie Howard, Elections Director, being out.

Vice-Chairman Call asked about the poll workers in Portal.

Ms. Rodriquez said she would follow up and ensure there were poll workers in Portal to run the vote center.

Chairman Searle called for the vote and it was approved 3-0.

Human Resources

11. Approve the funding for the proposed schedule of benefits and rates adopted by the Cochise Combined Trust (CCT) for Fiscal Year 2016-17.

Vice-Chairman Call moved to approve the funding for the proposed schedule of benefits and rates adopted by the Cochise Combined Trust Board for Fiscal Year 2016-2017. Supervisor English seconded the motion.

Mr. James E. Vlahovich, County Administrator, presented this item using a PowerPoint presentation.

He outlined the CCT FY 16/17 Plan Year Changes:

- Cost increases recommended between 5.6% and 11.2%
- Plan design changes resulted in 3% increase: \$304,128 Total (\$202,762 general fund (GF), \$101,366 special revenue fund (SRF))
- \$5.1 Million in County CCT Reserves (down from \$5.9 Million FY 14/15)

Medical:

- Increase Family Max Out-of-Pocket (OOP) from \$13,200 to \$13,700
- Increase Single Max Out-of-Pocket (OOP) from \$2,250 to \$3,000
- Increase Deductible from \$300/\$900 to \$350/\$1,050
- Increase ER Co-pay from \$75 to \$100
- Cover First Two TeleDoc Visits Per Person (\$0 Consultation Fee)

Prescription(Rx):

- Remove PPI's and Nasal Corticosteroids from Formulary (Available OTC)

Vision:

- Vendor Change from EyeMed to Ameritas

He said that the FY 16/17 Plan Year Benefits and Rates had been approved by CCT Board on January 27, 2016 at the annual planning meeting and his recommendation was for the County to absorb employee only medical increase and pass on rate increases for dependent medical and dental to employees.

Chairman Searle asked for the amount of the increases.

Mr. Vlahovich stated that the total amount for employee only medical rate increases would be \$304,128, but the General Fund would only be impacted by \$202,762; for dependent medical it would be \$69,917.40 (Employee/Child: \$10.38/monthly; Employee/Spouse: \$15.27/monthly; Employee/Family: \$22.47/monthly; and for dental it would be \$44,000.

Vice-Chairman Call asked about future increases.

Mr. Vlahovich said that he predicted health care costs would continue to increase, especially if the County's health trust had major medical incidents. He added that he would work with the trust to explore plan changes.

Chairman Searle said that the County had been absorbing medical rate increases is because County staff has not received raises during the past years and therefore could not support passing all increases to employees.

Supervisor English said that the County could not continue to absorb health care increases without impacting reserves.

Mr. Vlahovich suggested that if the Board wanted to absorb the dental rate increases, he suggested covering those with general fund/special revenue fund reserves.

Vice-Chairman Call withdrew the original motion and Supervisor English withdrew the second.

Supervisor English moved to approve the funding for the proposed schedule of benefits and rates adopted by the Cochise Combined Trust (CCT) for Fiscal Year 2016-17, with the exception of the dental insurance increase, which will be borne by the County's general/special fund reserves. Vice-Chairman Call seconded the motion.

Chairman Searle called for the vote and it was approved 3-0.

STATE & FEDERAL LEGISLATION

12. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association (CSA) Legislative Policy Committee (LPC) Agenda and the proposed State budget.

Supervisor English gave a brief update on legislative issues and there were no questions from the Board.

CALL TO THE PUBLIC

Chairman Searle opened the call to the public.

Mr. Terry Couchenour, Bisbee resident, addressed the Board on the County's sick leave payout policy.

No one else chose to speak and Chairman Searle closed the call to the public.

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

REPORT BY JAMES E. VLAHOVICH COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Vlahovich stated that he would be traveling to Phoenix on Friday to attend the County Supervisors Association Legislative Policy Meeting and the County Administrator's Meeting as well as the Arizona Counties Insurance Pool meeting.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call commented on current water right issues regarding the Bureau of Land Management (BLM) and Fort Huachuca.

Report by District 2 Supervisor, Ann English

Supervisor English deferred her report.

Report by District 3 Supervisor, Richard Searle

Chairman Searle said he had attended a meeting on Saturday with the Arizona Department of Water Resources regarding the importance of water in the Kingman and Cochise County area and noted he would be attending a meeting in Animas, New Mexico regarding border security issues.

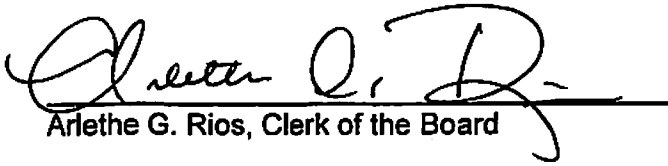
Chairman Searle adjourned the meeting at 11:22 a.m.

APPROVED:



Richard R. Searle, Chairman

ATTEST:




Arlthe G. Rios, Clerk of the Board

Chairman Searle adjourned the meeting at 11:41 a.m.

APPROVED:


Richard R. Searle, Chairman

ATTEST:

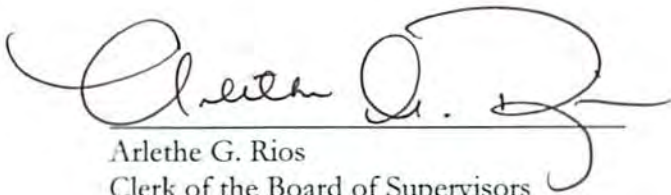

Ariethe G. Rios, Clerk of the Board

W 5

CERTIFICATION

I, Arlethe G. Rios, hereby certify that I am duly appointed, qualified, and Clerk of the Cochise County Board of Supervisors, Bisbee, Arizona; that as such, I have in my possession the original minutes of the Board of Supervisors' Work Session of **February 9, 2016**, and that the attached is a true and correct copy of the minutes of the Board of Supervisors' Work Session of February 9, 2016 as it appears in my records.

Dated this 5th day of April, 2016.


Arlethe G. Rios
Clerk of the Board of Supervisors



ATTENDANCE SHEET

Date: 2/9/16

Type of Meeting:

Work Session Subject: CDBG FY 2016
 Committee Name: _____

In attendance (please initial):

Richard Searle
 Jim Vlahovich
 Britt Hanson

Patrick Call _____
 Ed Gilligan

Ann English
 Arlethe Rios

<u>Name</u>	<u>Email</u>	<u>Telephone</u>
LINA MARCA	Lmarca@cochise.az.gov	432-9242
MICHAEL COYLE	EIFRIDA WATER@Yahoo.com	642-1290
JAMES DEMUTH	jimd@whetstonewater.com	249-4194
ROBERT SALAZAR	ROBERTS@whetstonewater.com	249-5020
Sharon Webster	bowiefood@GMAIL.COM	520 847-0847
Modestina Frascella	bowiefood@gmail.com	520 253 0002 Cell
Stephanie Fulton	Sfulton@cochise.az.gov	520-642-1744
Justin Gilliland	Jgilliland@cochise.az.gov	432-8935
William Miller	Wmillerefyfiredistrict.com	520-378-2665
Josh Steinberg	jsteinberg@sunsitesfire.org	520-266-0981
Karla Rothrock	KrothrockSach@gmail.com	520-559-2268
MIKE RUTHERFORD	MIKE@RDIINC.US	520-458-8761

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
WORK SESSION HELD ON
Tuesday, February 9, 2016**

A work session of the Cochise County Board of Supervisors was held on Tuesday, February 9, 2016 2:30 p.m. in the Board of Supervisors' Executive Conference Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Richard R. Searle, Chairman; Ann English, Member

Absent: Patrick G. Call, Vice-Chairman

Staff Present: James E. Vlahovich, County Administrator
Edward T. Gilligan, Deputy County Administrator
Britt W. Hanson, Chief Civil Deputy County Attorney
Arlthe G. Rios, Clerk of the Board
Lisa Marra, Communication & Community Relations Administrator

Attendees: Michael Coyle
James Demuth
Robert Salazar
Sharon Webster
Modestina Frascella
Stephanie Fulton
Lise Gilliland
William Miller
Josh Steinberg
Karla Rothrock
Mike Rutherford

Chairman Searle called the meeting to order at 2:30 p.m.

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

INTRODUCTIONS

ITEMS FOR DISCUSSION

Board of Supervisors

1. Discussion and possible direction regarding the Fiscal Year 2016 Community Development Block Grant (CDBG) Funding Cycle for possible activities or projects to pursue with CDBG Funding.

Chairman Searle asks everyone to introduce themselves.

Ms. Lisa Marra, Communications & Community Relations Administrator, presented this item. Ms. Marra said she would not cover the same details she had covered during the January 26 public hearing. She noted that the final decision would have to be made at the March 8 Board meeting and a resolution would have to be adopted to describe the process. She added that funds from this grant would not be available until November or December of this year, except for the administrative work, which could begin right away and said that it would be the Board's decision on whether or not to charge an administrative fee.

She moved on to the considerations and noted that each funding period could fund up to three projects. All projects being considered had to have been presented at the January 26 public hearing and no new projects can be introduced at this point. She also stated that all projects had been vetted and the applicants could not make any changes to their project. She clarified some facts about the community survey and handed out a list of all the projects and noted whether or not they would have to have a survey done. The survey had to be done by mail, telephone, or in person. Ms. Marra thought that in order to stay within the timeline, in person surveys would be the most effective. She added that any project chosen by the Board would still have to be approved by the Housing and Urban Development Department.

She listed the projects being considered under different categories:

Public Facilities/Improvements –

Library in Elfrida – Ramada/Benches

Whetstone Water District – Work truck, AC pipe for water system, new building, new water tank

Elfrida Water District – Repairs for water system

Bowie Water District – Repairs for water system

Fire & Police Protection –

Fry Fire District – Metal Roof/Radios

Sunsites/Pearce Fire District – Concrete pad/Water Tank/Pump/Piping, 2 gas generators, Extrinsication Equipment

Sunnyside Fire District – Fencing around new building, units of gear for firefighters

Community/Supportive Housing Facilities –

Southern Arizona Children's Haven – Building remodel

Public Services –

Rural Accents – building repairs or purchase new building

Neighborhood Revitalization and Redevelopment –

Fry Townsite – Sidewalks/Street Lights

Chairman Searle asked Ms. Marra to present each project and the applicant to speak on behalf of the project.

Ms. Marra began with the Elfrida Library and noted that due to the income level and type of project, it would not need an income survey.

Ms. Stephanie Fulton, Elfrida Library Director, added details about the request, benefactors of the project, and emphasized the need for the community.

Ms. Marra continued with the Whetstone Water District requests.

Mr. Robert Salazar, Whetstone Water District Representative, discussed the projects being requested and prioritized the projects: Smythe Water Tanks, Riding Mower, New Building, and AC pipe for water system.

Ms. Marra explained that the Sunsites Pearce sidewalk project was removed from the list because it was ruled out by the Arizona Department of Housing.

Ms. Marra moved on to Elfrida Water District and noted that it would require an income survey.

Mr. Michael Coyle, Elfrida Water District Representative, discussed the three projects and noted that an engineer had already done an evaluation.

Ms. Marra moved on to Bowie Water District, said she had reached out to them, but had received no response and added that in order to get costs, an engineer study would have to be done.

Supervisor English said that the reason she had suggested the Elfrida and Bowie Water Districts was because they still needed additional work and she would like to focus on projects that completely solve an entity's problem.

Chairman Searle said that he had been in contact with Bowie Water District and they had not applied for any funding because they have a plan in place to address their issues.

Ms. Marra moved on to fire and police protection projects.

She began with Fry Fire projects and said that they had requested two different projects and noted that they would not need to do an income survey for the roof project.

Chief William Miller, Fry Fire, said that the radios were the first priority and the metal roof was second.

Ms. Marra noted that in order to do these projects an easement issue would need to be resolved, but the outcome of that looked positive.

She moved on to the requests by the Sunsites/Pearce Fire District and noted that an income survey is required.

Chief Josh Steinberg prioritized the projects: two gas generators, concrete pad/water tank/pump/piping, extrication equipment and gave example of situations in which the requests would benefit his team and the community.

Ms. Marra discussed the requests by the Sunnyside Fire District and noted that Mr. Tom Schelling, District Administrator, was not able to attend. She said that Mr. Schelling had asked to remove the item concerning fencing as that project needed to be done immediately, but still wanted the Board to consider the turnout gear for the firefighters.

She moved on to Community/Supportive Housing Facilities projects.

Mr. Mike Rutherford, owner of the Southern Arizona Children's Haven facility, discussed his project and said that he expected higher volumes since the services provided were local instead of families having to drive to Tucson. He noted that he received letters of support from the County Sheriff, the Chief of Police in Sierra Vista, and the Director of First Things First. He added that the building had been burglarized prior to opening operations and then damaged in a fire.

Chairman Searle asked if the funding timeline was of concern.

Mr. Rutherford said that if the Board decided to fund their project they would abide to the timeline.

Ms. Marra moved on to the request from the Bowie Food Bank and noted that an income survey would not be needed.

Ms. Modestina Frascella, Bowie Food Bank Representative, said that the exterior part of the wall of their building needs assistance, but they also have a place to put a new structure if the Board would rather fund a new project entirely.

Ms. Marra stated that the owner occupied housing repair was withdrawn from the Cochise County Housing Authority due to their board's preference.

She moved on to Neighborhood Revitalization and Redevelopment projects.

She said that Fry Townsite had two projects: sidewalks/curbs and street lights and added that drain repairs did not qualify because they are the County's responsibility to maintain.

Chairman Searle said that adding street lights without a responsible party to maintain them would be a challenge. He asked staff to check with the City of Sierra Vista to see if they would be willing to take ownership of the lights.

Ms. Karen Riggs, County Engineer, stated that the curbs and sidewalks would address some of the drainage issues.

Chairman Searle noted that the new requirement of the income survey made it difficult to do projects and his preference would be to look at projects that did not require a survey.

Supervisor English said staff should focus on projects that could be funded entirely to address an issue.

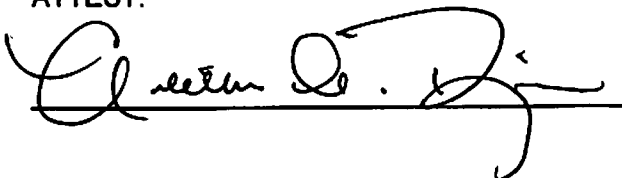
Chairman Searle adjourned the meeting at 3:36 p.m.

APPROVED:



Richard R. Searle, Chairman

ATTEST:



Arlathe G. Rios, Clerk of the Board



NOTICE
DO NOT ENTER
UNSAFE/UNLAWFUL STRUCTURE

Address/APN: 721 N. Gonzales Blvd., Huachuca City, Az (106-47-021)

This Structure has been deemed unsafe and unfit for human occupancy. Occupancy is hereby prohibited by the Town of Huachuca City Building Official in accordance with the International Property Maintenance Code (IPMC 108.1) and International Existing Building Code (IEBC 115.1).

Occupancy Prohibited

It is unlawful for any person to enter this structure except for the purpose of securing the structure, making the required repairs, removing the hazardous conditions or demolishing the structure.

Signed: _____ Date: January 22, 2016
Building Official

Phone: (520) 456-1354

DO NOT REMOVE

It is a misdemeanor to occupy this structure
or remove, conceal or deface this notice.
Violators will be punished to the fullest extent of the law.



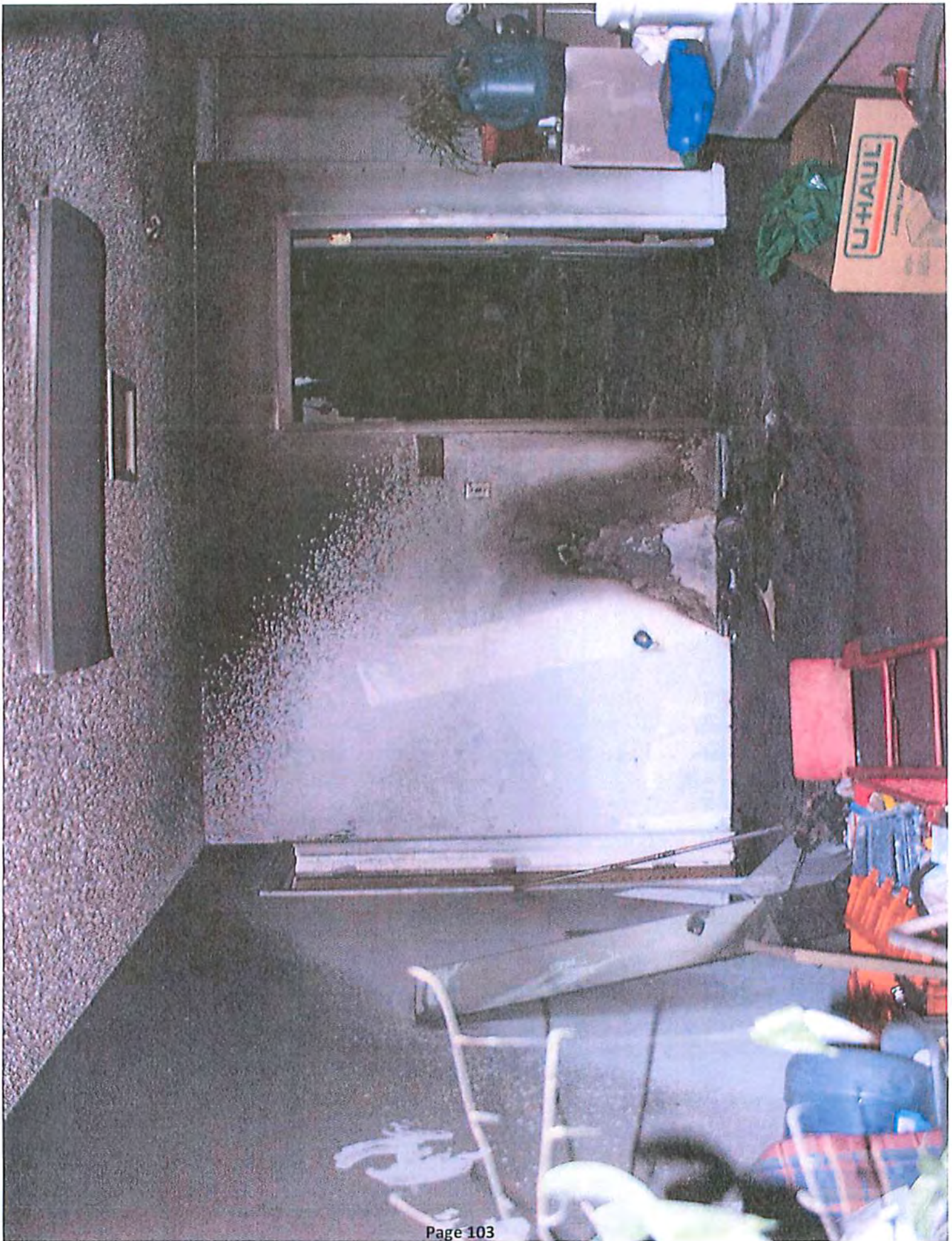
TOWN OF HUACHUCA CITY

500 N. Gonzalez Blvd. Huachuca City, AZ 85616
520-456-1354 - Fax 456-2230 - jjohnson@huachucacibaz.gov



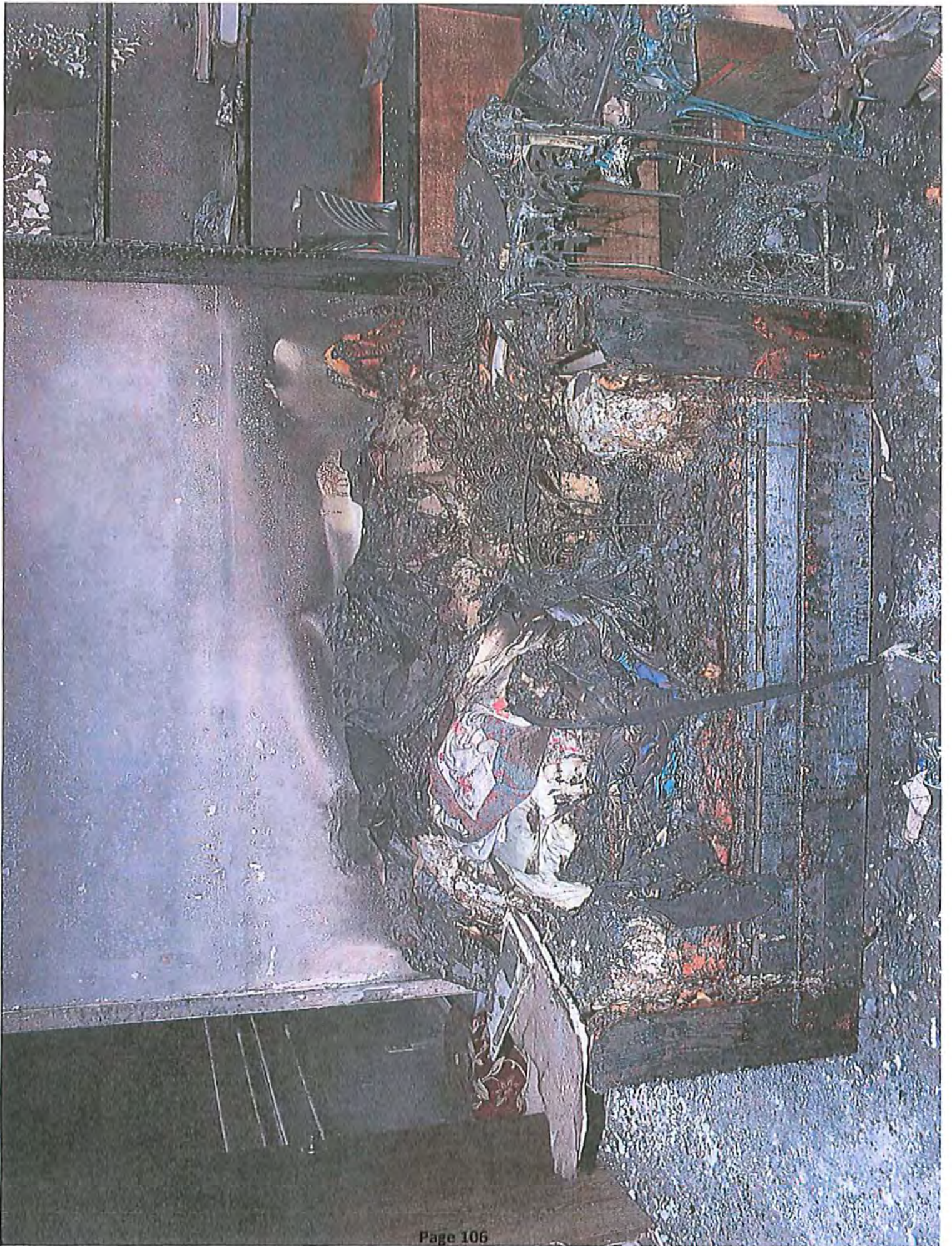


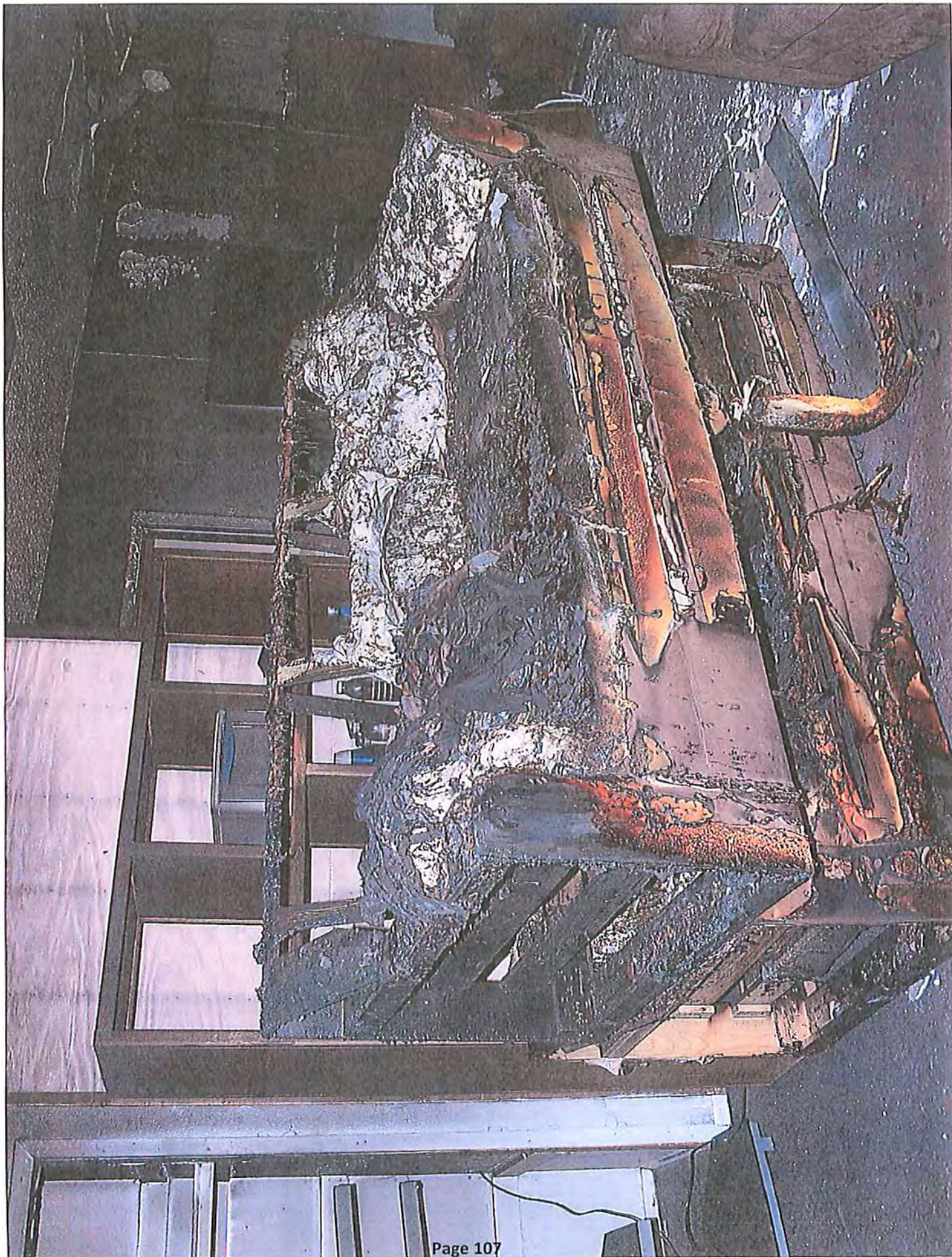


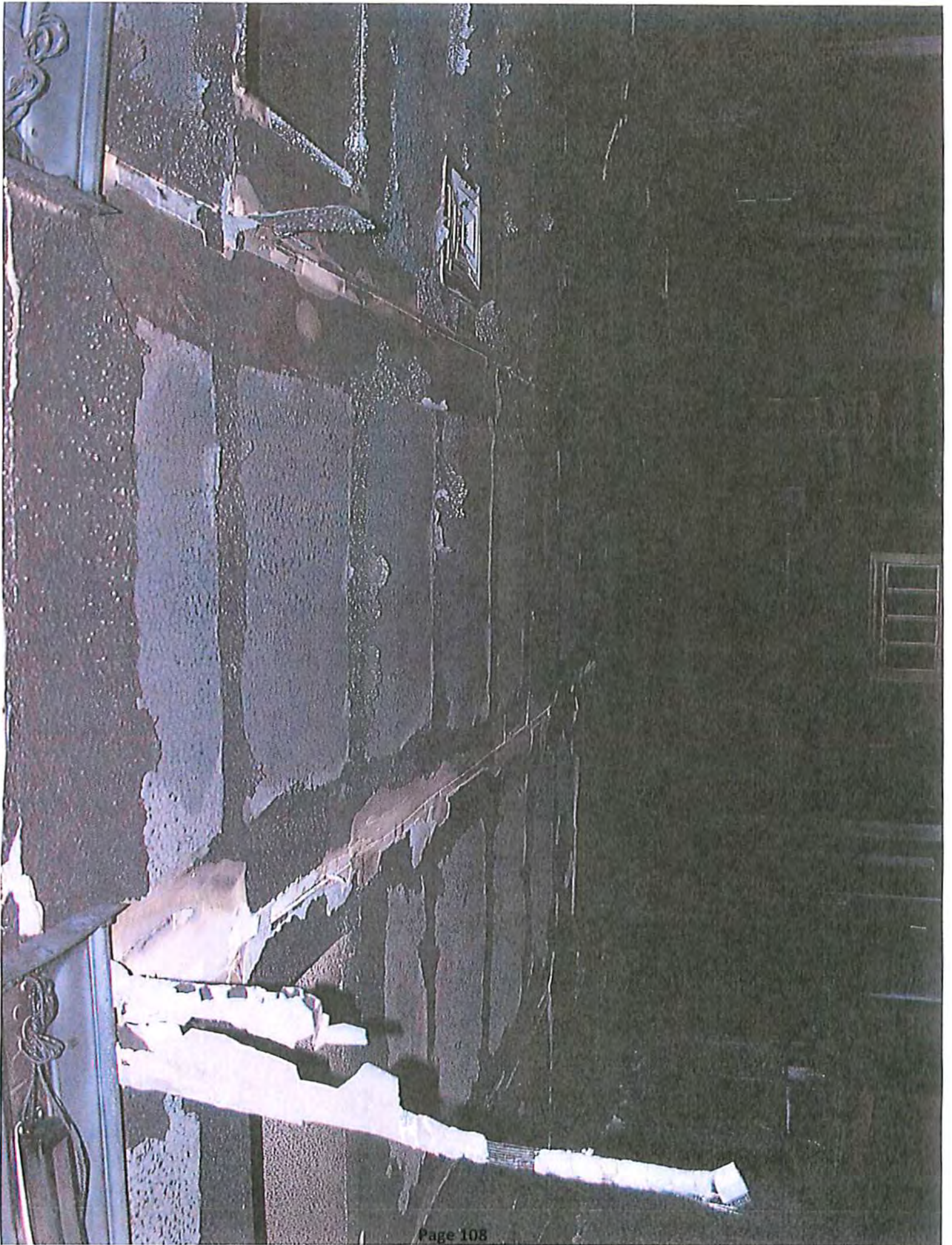












Mark Dannels
Sheriff

Thad Smith
Chief Deputy

Office of the Sheriff Cochise County



February 1, 2016

Cochise County Board of Supervisors
1415 Melody Lane, Bldg. G
Bisbee, Arizona 85603

**Re: Letter of Consideration
(Cochise County Children's Center)**

Dear Members of the Board,

It is a pleasure to author this letter in support of the Cochise County Children's Center located in Huachuca City currently owned by Mike and Lori Rutherford. The center recently closed down their operation and was subsequently sold to the Rutherfords.

The Cochise County Children's Center has always been a viable resource for all of law enforcement within Cochise County as a safe haven for children in need. Mike and Lori share a vision to reopen the center in hopes of providing our children a positive alternative in their time of need.

This was the only shelter of its kind in Cochise County and now with the doors closed, it has placed a burden on law enforcement and other governmental organizations that need shelter specifically designed with a purpose and passion for our children.

This letter is written on behalf of all our children and law enforcement in hopes of soliciting your support and consideration during the upcoming Community Development Block Grant discussion. If you have any questions, please do not hesitate to let me know, (520) 432-9505. Thank You in advance.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Mark J. Dannels".

Mark J. Dannels
Sheriff

cc: Mike & Lori Rutherford

SIERRA VISTA

911 North Coronado Dr.



POLICE DEPARTMENT

Sierra Vista, Arizona 85635

January 28, 2016

Mike Rutherford, President
Southern Arizona Children's Haven
173 Carl Hayden Drive
Sierra Vista, Arizona 85635

Dear Mike,

I am extremely pleased to hear that you are moving forward with a plan for a new children's emergency shelter, the Southern Arizona Children's Haven (SACH). You have my unconditional support as the Chief of Police of the Sierra Vista Police Department.

A children's emergency shelter is a valuable resource to the Sierra Vista Police Department and the community as a whole. When the Children's Crisis Shelter in Huachuca City closed its doors, it created a difficult situation for many law enforcement agencies. Many times the police respond to calls involving families in various stages of crisis and a brief separation may be necessary to prevent an escalation of the situation. A children's emergency shelter allows law enforcement agencies to temporarily place children in a safe environment in these situations. At this point in time, law enforcement agencies in Cochise County do not have this option. As a result, we are forced to find alternative places for the children to stay or leave them in the crisis situation.

Again, I fully support your efforts to open the shelter and wish you well with this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam D. Thrasher".

Adam D. Thrasher
Chief of Police
Sierra Vista Police Department

FIRST THINGS FIRST

Cochise Regional Partnership Council

77 Calle Portal, Suite B140, Sierra Vista, Arizona 85635
520.378.3280 | 877.803.7234 | aztf.gov

Chair

Chuck Hoyack

Vice Chair

Thomas Reardon

Members

Danielle Brownrigg
Rev. Shawn L. Buckhanan
Marge Dailey
Laura Killberg
Anthony Reed
Jane Strain
Dr. Kathleen Vedock
Nancy-Jean Welker

Regional Director

Melissa Avant

February 8, 2016

Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, Arizona 85603

Dear Cochise County Board of Supervisors:

On behalf of the Southern Arizona Children's Haven, we are writing to express our support for your CDBG grant looking to bridge short term emergency center for children aged 0-17 who have been removed from their home due to abuse, neglect or abandonment by DCS or Juvenile Court Services. We look forward working with non-traditional partners to expand the opportunities for our communities.

The Southern Arizona Children's Haven is one way to begin bridging the emergency needs and services of young children and their families. This center will provide short term emergency services and programs on an as needed basis and First Things First will offer educational materials and referrals to community based programs for young children.

Our future vision is to support Southern Arizona Children's Haven activities year round, a concept well aligned with the vision of your grant. We strongly believe the resources described will catalyze our efforts and chances of success by providing the necessary materials and other resources needed to get going. We strongly believe we will both learn from others and have a lot of insights to share related to starting and expanding an emergency center for children ages 0-17 who have been removed from their home due to abuse, neglect or abandonment by DCS or the Juvenile Court Services.

Sincerely,



Melissa Avant
Cochise Regional Director

READY FOR SCHOOL. SET FOR LIFE.



SUNSTITES-PEARCE FIRE DISTRICT

SERVING RESIDENTS OF THE SUNSITES-PEARCE FIRE DISTRICT,
AND NEIGHBORING COCHISE COUNTY

Mailing Address: PO Box 507, 105 TRACY ROAD PEARCE, AZ 85625
PHONE: (520) 826-3645 FAX: (520) 826-3586

February 17, 2016

Mrs. Lisa Marra
Communications and Community Relations Coordinator
Cochise County Board of Supervisors

Mrs. Marra,

We thank you for your consideration during the Community Development Block Grant process. After hearing the proposed project for the Southern Arizona Children's Haven in Huachuca City, I must say that I feel this project is the most beneficial to the most citizens.

Please accept this letter as our letter of support for the Southern Arizona Children's Haven project. We are willing to assist in any way we are able. This project has the potential to assist in so many ways to children who at times cannot speak for themselves. Bringing such a facility to Southern Arizona would have such a positive impact in supporting local law enforcement and state agencies.

We thank you for your time and please do not hesitate contacting me with any questions or concerns.

With Great Thanks,

Josh Steinberg, Fire Chief
Sunsites-Pearce Fire District
jsteinberg@sunsitesfire.org
Office: (520) 826-3645
Cell: (520) 266-0981
Fax: (520) 826-3586

Sunsites-Pearce Fire District is an Equal Opportunity Provider and Employer

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 13 2016**

SOUTHERN ARIZONA CHILDRENS HAVEN
173 CARL HAYDEN DR
SIERRA VISTA, AZ 85635

Employer Identification Number:
47-5683620
DLN:
17053068311016
Contact Person: JOHN J MCGEE ID# 31169
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
January 29, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

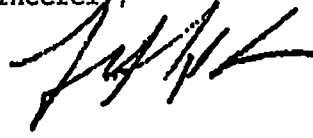
If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

SOUTHERN ARIZONA CHILDRENS HAVEN

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey I. Cooper', written in a cursive style.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 947

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Jodi A. Jerich, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****SOUTHERN ARIZONA CHILDREN'S HAVEN, INC.*****

a domestic nonprofit corporation organized under the laws of the State of Arizona, did incorporate on January 29 2016.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation is not administratively dissolved for failure to comply with the provisions of the Arizona Nonprofit Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-3122, 10-3123, 10-3125, & 10-11622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed Articles of Dissolution as of the date of this certificate.

This certificate relates only to the legal existence of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 14th day of July, 2016, A. D.




Jodi A. Jerich, Executive Director

By: _____ 1470550

Southern Arizona Children's Haven

Board members as of 7/15/16:

President - Mike Rutherford

VP - Deb Scott

Secretary/Treasurer: Ron Wagner

K. Michael Rutherford

Mr. Rutherford is the President of Rutherford Diversified Industries, Inc. Rutherford Diversified Industries, Inc. is a General Engineering Contractor currently engaged in fiber optic, outside plant construction in seven western states. RDI also does dirt work, paving and subdivision utilities in the southern Arizona area. Mike is also a partner in Groth, Rutherford & Scott, LLC, which has several office buildings in Sierra Vista.

In 2015 built the Cochise Family Advocacy Center in Sierra Vista, which provides forensic exams, forensic interviews, advocacy and counseling for victims of sexual assault from children to adults. His next community involvement is getting the previous Cochise County Children's Center up and running again under the new name of Southern Arizona Children's Haven, Inc.

He is currently the Past President of the Southeastern Arizona Contractors Association. Mike is the representative for SACA to the Registrar of Contractors Industry Advisory Council. His committee involvement includes the SACA building committee, the Children's Crisis Center, and the Historical Soldier Relocation Project.

Mike currently chairs the Building Code Advisory & Appeals Board for Cochise County and is a board member on The Cochise Water Project. He has served on the City of Sierra Vista Industrial Development Authority. In his spare time he is also the President of the Arizona Folklore Preserve located in Ramsey Canyon in the Huachuca Mountains, which provides live music 40+ weekends a year. To fill in the voids, RDI owns a "Super Late Model" race car that runs at Tucson Speedway.

K. Michael (Mike) Rutherford
(520) 458-8761 Day (459-3900 Night)
mike@rdiinc.us

173 Carl Hayden Drive
Sierra Vista, Arizona 85635

Summary:

I have been a Civil Engineering Contractor for 30+ years, in the Sierra Vista area and am the Qualifying Party for the Contractor's License. I previously was a law enforcement officer for 13 years, part as a Reserve Officer and part as Full Time. My wife and I built the Cochise Family Advocacy Center in Sierra Vista in 2015. We are currently working on getting the former "Cochise County Children's Center" reopened under the name of Southern Arizona Children's Haven.

Education:

4 ½ years of college with a minor in Business Administration and Accounting and a Degree in Mechanical Engineering
Several AWWA water related classes on supply and distribution
Continuing education in Civil Engineering related subjects and safety related subjects

Experience:

1985 to Current	President of Rutherford Diversified Industries, Inc. Civil Engineering Contractors in Arizona, New Mexico and Texas
1980 to 1985	Deputy Sheriff with Cochise County Sheriff's Office (Reserve Deputy for two years before and a police office reserve for approx. seven years after, achieving a rank of Lieutenant)
1971 to 1980	President of Rutherford Development Incorporated Civil Engineering Contractors in Arizona
1968 to 1971	Manufacturing Engineer with Sperry Flight Systems Deer Valley, Arizona

Community Involvement:

Vice-President of the Southeastern Arizona Contractors Association
Member of the Advisory Council to the Arizona Registrar of Contractors
President of the Board of Directors of the Arizona Folklore Preserve
Former Director on the Executive Board of Southern Arizona Homebuilders Association
Past representative for the Governor's Drug Alliance Program in Arizona
Past member of the Industrial Development Authority of Sierra Vista, Arizona 2003-2007

Awards and Recognitions:

Best Contribution to the Community (Corporate) 2007
Special Recognition from Governor Napolitano for service to the community 2/2007
Entrepreneur of the Year for the State of Arizona in 2009
The Copper Eagle Award from the Arizona Veterans Hall of Fame in 2015

K. A. Rothrock

1909 E. Fordney Lane
Whetstone, AZ 85616

Phone: (520) 559-2268
Email: krothrocksach@gmail.com

Serving as a CEO or Executive Director for a children's non-profit organization.

- STRENGTHS**
- SKILLS**
- Extensive work with managing volunteers
 - Extensive experience doing outreach for public and private sectors
 - Non-profit budgeting and bookkeeping
 - Coordinating effective fundraising events
 - Writing grants for non-profits
 - Computer experience including Microsoft Office Suite, CMS Website Content Manager, Microsoft Outlook, QuickBooks, Wordpress
 - Social Media experience: Facebook, Twitter, YouTube, Instagram, LinkedIn, Pinterest, Quora

- EXPERIENCE**
- Project Manager*** **December 2015 to present**
Southern Arizona Children's Haven, Inc.
- Successfully applied and received non-profit 501c3 status from IRS seven weeks after submission
 - Secured approximately \$200,000 in Community Development Block Grant for facility construction
 - Secured \$5,750 in local grant money and non-profit donations. Have applied for \$55,500 in pending grants
 - Completed and certified in Non-Profit Management Certificate Program
 - Formed working partnerships and future collaborations with several local agencies
- Owner*** **December 2015 to present**
Rothrock Services
- Successfully applied and received non-profit 501c3 status from IRS seven weeks after submission
 - Secured approximately \$200,000 in Community Development Block Grant for facility construction
 - Secured \$5,750 in local grant money and non-profit donations. Have applied for \$55,500 in donations for administrative costs,
 - Completed and certified in Non-Profit Management Certificate Program
- President*** **January 2012-December 2016**
Thunder Mountain Republican Women (political non-profit)
- Lead monthly General Membership and Executive Board meetings for four years (elected to two terms of President)
 - Oversaw budgeting and fundraising projects for a membership of approximately 70 members
 - Streamlined process for running more efficient meetings increasing membership
 - Solely developed and coordinated first candidate reception; now an annual event
 - Served at Bylaws Committee Co-Chair at the state level
- Campaign Local Co-Chair*** **September 2013-August 2014**
Susan Syfert for LD14 House of Representatives
Managed Cochise County and Vail/Pima County Campaign.
- Initiated first candidate meetings with leaders in remote areas in two counties where attendees stated they had never met previously with any candidate for office
 - Created the first dual legislative/congressional debate in the Vail area
 - Scheduled more than 150 candidate meetings surpassing campaign plan by 70 meetings with prospective voters

K. A. Rothrock

1909 E. Fordney Lane
Whetstone, AZ 85616

Phone: (520) 559-2268
Email: krothrocksach@gmail.com

Campaign Manager

Rod Rothrock for Sheriff Write-In Campaign

Managed all aspects of a full campaign in six week timeframe.

September-November 2012

Cochise County

- Supervised over 100 campaign volunteers resulting in the most active grassroots campaign for a write-in candidate
- Garnered the most write-in votes of any write-in candidate in Cochise County history
- Gained coverage in national political blogs and national news media
- Wrote and produced the first television commercial for any Cochise County candidate which increased awareness during prime news slots

Public Information Officer

Cochise County Board of Supervisors

Developing a strong communication network between elected officials, government agencies, emergency management stakeholders, the media and the general public.

September 2001 to March 2009

Cochise County

- Created customer service reward program which awards County employees for excellence in service
- Produced more than 250 press releases which increased coverage not only in local news but also with Tucson media
- Developed internal one-page publication "Board Broadcasts" which increased awareness among employees of Board of Supervisor decisions and county news
- Created "Inside Your County", a regular media column that highlighted a department or a policy to better inform the residents of Cochise County

EDUCATION

UNIVERSITY OF MINNESOTA, MINNEAPOLIS

Bachelor of Arts: International Communications

1989

TRAINING AND CERTIFICATES

Certificate of Completion, Non-Profit Management, Cochise College (2016)
Certificate of Completion, Intermediate Website Building, Cochise College (2016)
Attended numerous seminars and workshops on communications and writing skills, computer software, project management, public speaking and presentation skills
Graduate, Sierra Vista Chamber of Commerce Leadership Course (2003)
Bill Yoerg Quality Recognition Customer Service
Incident Management Certification (National Health Institute) (2006)
Media Interview Training (College of St. Thomas) (2010)

COMMUNITY SERVICE

Treasurer, Huachuca United Methodist Church (since January 2013)
Core Committee Member, Juvenile Detention Alternatives Initiative Group (since 2012)
Treasurer, Bisbee Rotary Club 2008-2009
Secretary, Bisbee Rotary Club 2006-2007
Chair, Rotary Naco Christmas Event 2007
Board Member, Juvenile Court Services Community Advisory Board (since 2003)
Leader/Grant Fiscal Agent, Cochise County Substance Abuse Coalition 2008-09

SOUTHERN ARIZONA CHILDREN'S HAVEN

Board Meeting Minutes

June 20, 2016 RDI, Inc. Board Room

Present Members: Mike Rutherford, Dr. Ken Kacenga, Lori Rutherford, Ron Wagner, Karla Rothrock (ex-officio), Deb Scott by conference call

Meeting called to order by President Mike Rutherford at 6:00 p.m.

MINUTES APPROVAL

Ron motioned to approve minutes from May 2016, Ken seconded. Passed unanimously.

PRESIDENT'S REPORT

1. Discussion of new "layout" inside: No major changes in layout of building yet. Will know in October if there is a need for any changes Mike reported that the layout would stay essentially the same with 5 bedrooms, one bed each and another bedroom for toddlers/babies. One room can have a double bed plus one twin bed.
2. Mike reported that he opened an account for SACH at the American SW Credit Union and deposited \$4,240.
3. Of that money, he paid Karla, Project Manager, \$1,603.75 for 64.15 hours of work @25 per hour. Karla turned in 64.15 hours @ 25 per hour. Everyone ok with amount.
4. Mike also discussed attending Settlement conference for the two arsonists. He asked for minimum 2 year in prison, or about as long it would take us to rebuild what they destroyed. Defense presented several letters in defense of them so no settlement became official today. Their fire caused about \$300k damage. With the reception of the CDBG Block grant in the fall, which leaves about \$175K needed to raise just for construction costs.
5. Judge Kelliher was presiding and said they would be on probation until it's paid off but judge wants to see what is produced for estimate of damages.

Discussion:

- Ron: asked if there was damage to interior structures. Mike said 60% of drywall or more will have to be replaced. We have power to the back and the SE corner which is laundry room and storage.
- Mike and Lori are also encouraging Lena's family to come down to remove Lena's stuff but that was in May.

PROJECT MANAGER'S REPORT

1. Karla discussed briefly what she learned at the Non-Profit Class at Cochise College. Much of the information was on fundraising and donations and successful governance by Board to ensure efficient operations in the future. It was a very good class and information will be made in a "Central Folder" to be located at RDI for any Board member to use. Copies of agendas, minutes, marketing, etc. will also be available for the time being at RDI office.
2. Karla recommended adding at least two other people with specific interests such as law enforcement or faith based to be added to the Board on the advice of the teacher of the class. Also, suggested that all Board members, including ex-officio contribute on an

annual basis as many larger donors and corporations ask if that is occurring on applications for grant money.

3. On size of current Board, Mike recommended that we keep the Board small at this point until we are more organized beyond the construction. We can discuss the Board contribution amounts at future meeting to be in compliance.

UNFINISHED BUSINESS

1. Board Election Update

Official Board election: Deb made a motion **“I Move that we ratify the previous informal election in December of 2015 to recognize us since that time as an official Board and recognize that what we have been calling and functioning as a steering committee, while we are actually a Board.”** Seconded by Ron. Motion passed unanimously.

2. Board had impromptu discussion on Board responsibilities.
3. Karla, Project Manager brought up clarification progress reports to. It was decided that giving reports to President and saving a copy for SACH records would be sufficient. As Secretary, Ron will manage the Central File that will be at RDI during his term as President and I will keep one copy for my files.

NEW BUSINESS

1. Increasing the size of the Board. Ron has a template that when the time comes, the Board can use for vetting possible Board members. Send copy. Needs editing. Consider current board members and their skill set to see what is missing.
2. Legacy Foundation grant for \$50k: Ron will meet with Legacy staff to get some more clarification on questions then will meet with Karla. Is there a way to get a matching grant? Legacy big on matching and collaboration. Karla sent LOI questions to Mike and Ron to look over for ideas.
3. Karla mentioned that the Sheriff's Assist Team \$1,000 grant will be decided at their July 6 meeting.
4. Pros and cons of Board size and consideration of fundraiser tabled until next meeting.

Discussion:

Ron mentioned Helen Manning as someone to consider for future Board member

ROUNDTABLE

1. Ken mentioned we need to fundraise and look at that sooner rather than later..
2. Deb mentioned checking with CASA for suggestions. (Note: Karla will set up meeting with CASA Director Abby Dodge as they seem to have better statistics on homeless children than DCS.)

OTHER ACTION

1. Everybody review bylaws for July meeting. Electronic dialog
2. **Of Note for future SACH address and phone number.**
3. **Mike has a PO Box 1888 Sierra Vista. Number will be 456-1000.**

Next meeting will be July 11 at 6:00pm at RDI Conference Room

We will design and distribute business cards with individual cell phone numbers and “board member” under name except Karla's. Compare price of Vista Print with UPS.

Meeting Adjourned at 7:12 p.m

Jan 29 16 09:29p

Rotstock Investigations

**AZ CORPORATION COMMISSION
FILED**

6201M

AZ Corp. Commission



05368558

NOV 28 2015

**AZ CORPORATION COMMISSION
FILED**

JAN 8 9 2016

**ARTICLES OF INCORPORATION OF AZ CORPORATION COMMISSION
FILED**

MEMO - 2049729-5

Southern Arizona Children's Haven, Inc.,
An Arizona Nonprofit Corporation

DEC 07 2015

ARTICLE I

The name of the corporation is Southern Arizona Children's Haven Inc., hereinafter referred to as "the Corporation."

MEMO - 2049729-5

**AZ CORPORATION COMMISSION
FILED**

ARTICLE II

The period of duration of the Corporation is perpetual.

DEC 17 2015

ARTICLE III

The Corporation is organized exclusively for charitable and educational purposes, as defined by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter "the Code"), including but not limited to the following purposes:

MEMO - 2049729-5

1. Provide a safe, nurturing, short-term shelter for children 0-17 years of age who have experienced abuse, neglect, violence, abandonment and are in need of immediate supervised care;
2. Promote and implement relationships with partnering agencies within the community to support outreach and provide resources for these children;
3. Provide child case support to all families needing to stabilize their immediate situation, as well as their lives as a whole; and
4. Provide educational resource and structure to all children who suffer the effects of abuse, neglect, violence, abandonment and/or are in immediate need of supervised care.

W307

The Corporation shall have all powers now or hereafter granted by law, and all powers lawfully necessary or required to carry out its purposes, either alone or in cooperation with others, subject to such limitations and conditions as are or may be prescribed by law, or in the Corporation's Articles of Incorporation or Bylaws. All of the purposes, powers, and activities of the Corporation shall be carried out exclusively for charitable and educational purposes in such a manner that the Corporation shall qualify as an exempt organization under Section 501 (c)(3) of the Code, or any successor provision, and that contributions to the Corporation shall be deductible under Section 170(e)(2) of the Code or any successor provision. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, except as otherwise permitted to an organization described in

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR AGC USE ONLY.

CERTIFICATE OF DISCLOSURE

Read the Instructions **C003**

1. ENTITY NAME – give the exact name of the corporation in Arizona:

Southern Arizona Children's Haven, Inc.

2. A.C.C. FILE NUMBER (if already incorporated or registered in AZ): _____

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Division/Corporations>

3. Check only one of the following to indicate the type of Certificate:

- Initial (accompanies formation or registration documents)
 Annual (credit unions and loan companies only)
 Supplemental to COD filed _____ (supplements a previously-filed Certificate of Disclosure)

4. FELONY/JUDGMENT QUESTIONS :

Has any person (a) who is currently an officer, director, trustee, or incorporator, or (b) who controls or holds over ten per cent of the issued and outstanding common shares or ten per cent of any other proprietary, beneficial or membership interest in the corporation been:

4.1	Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the signing of this certificate?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4.2	Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4.3	Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the signing of this certificate, involving any of the following: a. The violation of fraud or registration provisions of the securities laws of that jurisdiction; b. The violation of the consumer fraud laws of that jurisdiction; c. The violation of the antitrust or restraint of trade laws of that jurisdiction?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4.4	If any of the answers to numbers 4.1, 4.2, or 4.3 are YES, you MUST complete and attach a Certificate of Disclosure Felony/Judgment Attachment form C004.		

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR AOC USE ONLY.

STATUTORY AGENT ACCEPTANCE

Please read Instructions M0021

- 1. **ENTITY NAME** -- give the exact name in Arizona of the corporation or LLC that has appointed the Statutory Agent (this must match exactly the name as listed on the document appointing the statutory agent, e.g., Articles of Organization or Article of Incorporation):

Southern Arizona Children's Haven, Inc.

- 2. **STATUTORY AGENT NAME** -- give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be either an individual or an entity). **NOTE** - the name must match exactly the statutory agent name as listed in the document that appoints the statutory agent (e.g. Articles of Incorporation or Articles of Organization), including any middle initial or suffix:

K. Michael Rutherford

3. STATUTORY AGENT SIGNATURE:

By the signature appearing below, the individual or entity named in number 2 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the appointing entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

The person signing below declares and certifies *under penalty of perjury* that the information contained within this document together with any attachments is true and correct, and is submitted in compliance with Arizona law.

K. Michael Rutherford K. MICHAEL RUTHERFORD 11-19-15
 Signature Printed Name Date

REQUIRED - check only one:

<input checked="" type="checkbox"/> Individual as statutory agent: I am signing on behalf of myself as the individual (natural person) named as statutory agent.	<input type="checkbox"/> Entity as statutory agent: I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity.
--	--

Filing Fee: none (regular processing) Expedited processing - not applicable. All fees are non-refundable - see Instructions.	Mail: Arizona Corporation Commission - Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100
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Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business. All documents filed with the Arizona Corporation Commission are public records and are open for public inspection. If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-245-2619.

M0021 003
Rev. 07/14
Page M0014

Arizona Corporation Commission - Corporate Filings Section
Page 1 of 1

**ARTICLES OF INCORPORATION OF
Southern Arizona Children's Haven, Inc.,
An Arizona Nonprofit Corporation**

ARTICLE I

The name of the corporation is Southern Arizona Children's Haven Inc., hereinafter referred to as "the Corporation."

ARTICLE II

The period of duration of the Corporation is perpetual.

ARTICLE III

The Corporation is organized exclusively for charitable and educational purposes, as defined by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter "the Code"), including but not limited to the following purposes:

1. Provide a safe, nurturing, short-term shelter for children 0-17 years of age who have experienced abuse, neglect, violence, abandonment and are in need of immediate supervised care;
2. Promote and implement relationships with partnering agencies within the community to support outreach and provide resources for these children;
3. Provide child care support to all families needing to stabilize their immediate situation, as well as their lives as a whole; and
4. Provide educational resource and structure to all children who suffer the effects of abuse, neglect, violence, abandonment and/or are in immediate need of supervised care.

The Corporation shall have all powers now or hereafter granted by law, and all powers lawfully necessary or required to carry out its purposes, either alone or in cooperation with others, subject to such limitations and conditions as are or may be prescribed by law, or in the Corporation's Articles of Incorporation or Bylaws. All of the purposes, powers, and activities of the Corporation shall be carried out exclusively for charitable and educational purposes in such a manner that the Corporation shall qualify as an exempt organization under Section 501 (c)(3) of the Code, or any successor provision, and that contributions to the Corporation shall be deductible under Section 170(c)(2) of the Code or any successor provision. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, except as otherwise permitted to an organization described in

Section 501(c)(3) of the Code or any successor provision. The Corporation shall not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV

No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the Corporation is authorized to make reasonable payments for services rendered to or for the Corporation and the Corporation is empowered to make payments and distributions in furtherance of its corporate purposes. The Corporation may receive and administer funds for educational and charitable purposes, within the meaning of Section 501(c)(3) of the Code; and to that end, the Corporation is empowered to hold any property, or any undivided interest therein, without limitation as to amount or value; to dispose of any such property and to invest, reinvest, or deal with the principal or the income in such a manner as, in the judgement of the directors, will best promote the purposes of the Corporation, without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, these Articles of Incorporation, the By-Laws of the Corporation, or any applicable laws; and to do any other act or thing incidental to or connected with the foregoing purposes or in advancement thereof.

ARTICLE V

Upon the winding up and dissolution of the Corporation, the assets of the Corporation remaining after payment of or provision for payment of all debts and liabilities of the Corporation shall be distributed exclusively to an organization or organizations, as determined by the Board of Directors, that are recognized as tax exempt under Section 501(c)(3) of the Code or any successor provision, to be used exclusively to accomplish purposes that are similar to those for which this Corporation is organized. Any such assets that are not disposed of by the Board of Directors in this manner shall be disposed of by the Superior Court of Cochise County by a transfer to such organization or organizations as the Court may determine, in its discretion, meet these same criteria.

ARTICLE VI

The Corporation shall retain the full authority provided by Arizona law to indemnify its directors. This power of indemnification under the Arizona Revised Statutes shall not be denied or limited by the Bylaws.

ARTICLE VII

The street address of the known place of business of the Corporation shall be 721 N. Gonzales Blvd., Huachuca City, AZ 85616.

ARTICLE VIII

The Incorporators of the Corporation shall consist of six individuals. The number of persons to serve on the Board of Directors shall thereafter be established by the Bylaws. The names and addresses of the persons who were designated to serve as the Incorporators are:

K. Michael Rutherford
173 Carl Hayden Drive
Sierra Vista, AZ 85635

Ronald E. Wagner
3726 Elder Court
Sierra Vista, AZ 85650

Loraine Rutherford
173 Carl Hayden Dr.
Sierra Vista, AZ 85635

Brenda Parker
7182 S. Ridling Dr.
Hereford, AZ 85615

Kenneth S. Kacenga
2200 Orlando Place
Sierra Vista, AZ 85635

Debra Scott
4535 S. Shoshoni Ave
Sierra Vista, AZ 85650

ARTICLE IX

The Directors of the Corporation shall consist of the following:

K. Michael Rutherford
173 Carl Hayden Drive
Sierra Vista, AZ 85635

Ronald E. Wagner
3726 Elder Court
Sierra Vista, AZ 85650

Loraine Rutherford
173 Carl Hayden Dr.
Sierra Vista, AZ 85635

Brenda Parker
7182 S. Ridling Dr.
Hereford, AZ 85615

Kenneth S. Kacenga
2200 Orlando Place
Sierra Vista, AZ 85635

Debra Scott
4535 S. Shoshoni Ave
Sierra Vista, AZ 85650

ARTICLES X

The name and address of the statutory agent of the Corporation who has previously accepted this designation, is:

K. Michael Rutherford
173 Carl Hayden Dr.
Sierra Vista, AZ 85635

ARTICLE XI

The Corporation will not practice or permit discrimination on the basis of race, national origin, religion, physical handicap or disability. The Corporation will not have members.

These Articles of Incorporation, designated as the Articles of Incorporation of the Southern Arizona Children's Haven, Inc., have been approved and adopted by the Board of Directors of this corporation in the manner required by applicable law and its Bylaws, on this 19th day of November, 2015.

5. BANKRUPTCY QUESTION:

5.1 Has any person (a) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty per cent of the issued and outstanding common shares or twenty per cent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty per cent interest in any other corporation (not the one filing this Certificate) on the bankruptcy or receivership of the other corporation? Yes No

5.2 If the answer to number 5.1 is YES, you MUST complete and attach a Certificate of Disclosure Bankruptcy Attachment form C005.

IMPORTANT: If within 60 days of the delivery of this Certificate to the A.C.C. any person not included in this Certificate becomes an officer, director, trustee or person controlling or holding over ten per cent of the issued and outstanding shares or ten per cent of any other proprietary, beneficial or membership interest in the corporation, the corporation must submit a SUPPLEMENTAL Certificate providing information about that person, signed by all incorporators or by a duly elected and authorized officer.

SIGNATURE REQUIREMENTS:	
Initial Certificate of Disclosure:	This Certificate must be signed by all incorporators. If more space is needed, complete and attach an Incorporator Attachment form C084.
Foreign corporations:	This Certificate may be signed by a duly authorized officer or by the Chairman of the Board of Directors.
Credit Unions and Loan Companies:	This Certificate must be signed by any 2 officers or directors.

K. Michael Rutherford
Name

173 Carl Hayden Drive
Address 1

Address 2
Sierra Vista **AZ** **885635**
City State Zip

Country **U.S.A.**

Lorraine Rutherford
Name

173 Carl Hayden Drive
Address 1

Address 2
Sierra Vista **AZ** **85635**
City State Zip

Country **UNITED STATES**

SIGNATURE - see Instructions C0031:

By typing or entering my name and checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

K. Michael Rutherford
Signature

K. MICHAEL RUTHERFORD **11-19-15**
Printed Name Date

SIGNATURE - see Instructions C0031:

By typing or entering my name and checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

Lorraine Rutherford
Signature

Lorraine Rutherford **11/19/15**
Printed Name Date

REQUIRED - check only one:

Incorporator - I am an incorporator of the corporation submitting this Certificate.

Officer - I am an officer of the corporation submitting this Certificate.

Chairman of the Board of Directors - I am the Chairman of the Board of Directors of the corporation submitting this Certificate.

Director - I am a Director of the credit union or loan company submitting this Certificate.

REQUIRED - check only one:

Incorporator - I am an incorporator of the corporation submitting this Certificate.

Officer - I am an officer of the corporation submitting this Certificate.

Chairman of the Board of Directors - I am the Chairman of the Board of Directors of the corporation submitting this Certificate.

Director - I am a Director of the credit union or loan company submitting this Certificate.

Filing Fee: None
All fees are nonrefundable - see Instructions.

Mail: Arizona Corporation Commission - Corporate Filings Section
1500 W. Washington St., Phoenix, Arizona 85007

Fax: 602-542-4100

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ARTICLE VIII

The Incorporators of this Corporation shall consist of six individuals. The number of persons to serve on the Board of Directors shall thereafter be established by the Bylaws. The names and addresses of the persons who were designated to serve as the Incorporators are:

K. Michael Rutherford
173 Carl Hayden Drive
Sierra Vista, AZ 85635

Ronald E. Wagner
3726 Elder Court
Sierra Vista, AZ 85650

Lorraine Rutherford
173 Carl Hayden Dr.
Sierra Vista, AZ 85635

Brenda Parker
7182 S. Ridling Dr.
Hereford, AZ 85615

Kenneth S. Kacenga
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Sierra Vista, AZ 85635

Debra Scott
4535 S. Shoshoni Ave
Sierra Vista, AZ 85650

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3726 Elder Court
Sierra Vista, AZ 85650

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Hereford, AZ 85615

Kenneth S. Kacenga
2200 Orlando Place
Sierra Vista, AZ 85635

Debra Scott
4535 S. Shoshoni Ave
Sierra Vista, AZ 85650

ARTICLES X

The name and address of the statutory agent of this Corporation who has previously accepted this designation, is:

K. Michael Rutherford
173 Carl Hayden Dr.
Sierra Vista, AZ 85635

ARTICLE XI

The Corporation will not practice or permit discrimination on the basis of race, national origin, religion, physical handicap or disability. The Corporation will not have members.

These Articles of Incorporation, designated as the Articles of Incorporation of the Southern Arizona Children's Haven, Inc., have been approved and adopted by the Board of Directors of this corporation in the manner required by applicable law and its Bylaws, on this 19th day of November, 2015.

K. Michael Rutherford

K. Michael Rutherford

Ronald E. Wagner

Ronald E. Wagner

Lorraine Rutherford

Lorraine Rutherford

Brenda R. Parker

Brenda R. Parker

Kenneth S. Kacenga

Kenneth S. Kacenga

Debra Scott

Debra Scott

5. DIRECTORS - list the name and business address of each and every Director of the corporation. If more space is needed, check this box <input type="checkbox"/> and complete and attach the Director Attachment form C082.					
K, Michael Rutherford			Ronald E. Wagner		
Name 173 Carl Hayden Dr.			Name 3726 Elder Court		
Address 1			Address 1		
Address 2 (optional) Sierra Vista		AZ	85635	Address 2 (optional) Sierra Vista	
City	State or Province	Zip		City	State or Province
Country				Country	UNITED STATES
Loraine Rutherford			Brenda Parker		
Name 173 Carl Hayden Dr.			Name 7182 Ridling Dr.		
Address 1			Address 1		
Address 2 (optional) Sierra Vista		AZ	85635	Address 2 (optional) Hereford	
City	State or Province	Zip		City	State or Province
Country	UNITED STATES			Country	UNITED STATES
Kenneth S. Kacenga			Debra Scott		
Name 2200 Orlando Place			Name 4535 S. Shoshoni Ave		
Address 1			Address 1		
Address 2 (optional) Sierra Vista		AZ	85635	Address 2 (optional) Sierra Vista	
City	State or Province	Zip		City	State or Province
Country	UNITED STATES			Country	UNITED STATES

6. STATUTORY AGENT - see Instructions C0111					
6.1 REQUIRED - give the name (can be an individual or an entity) and physical or street address (not a P.O. Box) in Arizona of the statutory agent:			6.2 OPTIONAL - mailing address in Arizona of statutory agent (can be a P.O. Box):		
K. Michael Rutherford					
Statutory Agent Name (required)					
Attention (optional) 173 Carl Hayden Dr.			Attention (optional)		
Address 1			Address 1		
Address 2 (optional) Sierra Vista		AZ	85635	Address 2 (optional)	
City	State	Zip		City	State
					Zip
6.3 REQUIRED - the Statutory Agent Acceptance form M002 must be submitted along with these Articles of Incorporation.					

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR AGENCY USE ONLY.
INCORPORATOR ATTACHMENT

1. ENTITY NAME as listed on the Articles of Incorporation:
Southern Arizona Children's Haven, Inc.

2. INCORPORATORS - List the name and address, and provide the signature, of additional INCORPORATORS of the corporation. If more space is needed, use another Incorporator Attachment form COB4.

Ronald E. Wagner

Name

3726 Elder Court

Address 1

Address 2 (optional)
Sierra Vista **AZ** **85650**

City

UNITED STATES

Country

SIGNATURE: see Instructions C0101 or C0111:

By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

Ronald E. Wagner

RONALD E. WAGNER **11-19-15**

Printed Name

IF SIGNING FOR AN ENTITY, CHECK ONE, FILL IN BLANK:

Corporation as Incorporator - I am signing as an officer or authorized agent of a corporation and its name is:

LLC as Incorporator - I am signing as a member, manager, or authorized agent of a limited liability company, and its name is:

Brenda Parker

Name

7182 S. Ridling Dr.

Address 1

Address 2 (optional)
Hereford **AZ** **85615**

City

UNITED STATES

Country

SIGNATURE: see Instructions C0101 or C0111:

By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

Brenda R. Parker

Brenda R. Parker **11-23-15**

Printed Name

IF SIGNING FOR AN ENTITY, CHECK ONE, FILL IN BLANK:

Corporation as Incorporator - I am signing as an officer or authorized agent of a corporation and its name is:

LLC as Incorporator - I am signing as a member, manager, or authorized agent of a limited liability company, and its name is:

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR AOC USE ONLY.
INCORPORATOR ATTACHMENT

1. ENTITY NAME as listed on the Articles of Incorporation:

Southern Arizona Children's Haven, Inc.

2. INCORPORATORS - List the name and address, and provide the signature, of additional INCORPORATORS of the corporation. If more space is needed, use another Incorporator Attachment form C084.

Debra Scott
Name

4535 S. Shoshoni Ave
Address 1

Address 2 (optional)
Sierra Vista **AZ** **85650**
City State ZIP

UNITED STATES
Country

Kenneth S. Kacenga
Name

2200 Orlando Place
Address 1

Address 2 (optional)
Sierra Vista **AZ** **85635**
City State ZIP

UNITED STATES
Country

SIGNATURE: see Instructions C010 or C011:
 By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

Debra Scott
Signature

Debra Scott 11-19-2015
Printed Name Date

IF SIGNING FOR AN ENTITY, CHECK ONE, FILL IN BLANK:

Corporation as Incorporator - I am signing as an officer or authorized agent of a corporation and its name is:

LLC as Incorporator - I am signing as a member, manager, or authorized agent of a Limited Liability company, and its name is:

SIGNATURE: see Instructions C010 or C011:
 By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

Kenneth S. Kacenga
Signature

Kenneth S. Kacenga 11 Nov 2015
Printed Name Date

IF SIGNING FOR AN ENTITY, CHECK ONE, FILL IN BLANK:

Corporation as Incorporator - I am signing as an officer or authorized agent of a corporation and its name is:

LLC as Incorporator - I am signing as a member, manager, or authorized agent of a Limited Liability company, and its name is:

K. Michael Rutherford
K. Michael Rutherford

Ronald E. Wagner
Ronald E. Wagner

Loralne Rutherford
Loralne Rutherford

Brenda R. Parker
Brenda R. Parker

Kenneth S. Kacenga
Kenneth S. Kacenga

Debra Scott
Debra Scott

NON-PROFIT CORPORATION BYLAWS

ARTICLE I

NAME

The name of this corporation shall be Southern Arizona Children's Haven, Inc. The business of the corporation may be conducted as Southern Arizona Children's Haven, Inc.

ARTICLE II

PURPOSES AND POWERS

Southern Arizona Children's Haven, Inc. is a non-profit corporation and shall be operated exclusively for care and charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 2015, or the corresponding section of any future Federal tax code. Southern Arizona Children's Haven's purpose is to provide 24 hour, short-term (up to 30 days), non-secure emergency out-of-home care. We will respond to the immediate needs of children and youth ages birth to 17 years of age who cannot remain in their own home due to a crisis situation.

We provide crisis intervention and stabilization including basic needs such as food, clothing and shelter; transportation for medical, educational, court-related appointments; arrangements for family visits; and referral services and resources in a homelike environment conducive to developing age, gender and culturally appropriate skills and support systems.

Our programs include comprehensive assessments with juveniles, family, and referring agencies to determine services; case management with individual service plans; daily schedules of activities that include recreational and social outlets; and a high emphasis on continuing education at the youth's home school or local public school.

To maximize our impact on current efforts, we may seek to collaborate with other non-profit organizations which fall under the 501 (c) 3 section of the Internal Revenue Code and are operated exclusively for educational and charitable purposes.

At times, per the discretion of the Board, we may provide internships or volunteer opportunities which shall provide opportunities for involvement in said activities and programs in order to have a greater impact for change.

2.02 Powers

The corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes, for which the corporation is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers of the corporation may include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

2.03 Nonprofit Status and Exempt Activities Limitation

(a) Nonprofit Legal Status. Southern Arizona Children's Haven, Inc. is an Arizona non-profit public benefit corporation, recognized as tax exempt under Section 501(c)(3) of the United States Internal Revenue Code.

(b) Exempt Activities Limitation. Notwithstanding any other provision of these Bylaws, no director, officer, employee, member, or representative of this corporation shall take any action or carry on any activity by or on behalf of the corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code as it now exists or may be amended, or by any organization contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as it now exists or may be amended. No part of the net earnings of the corporation shall inure to the benefit or be distributable to any director, officer, member, or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation and these Bylaws.

(c) Distribution upon Dissolution. Upon termination or dissolution of the Southern Arizona Children's Haven, Inc. any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations described in Section 501 (c) (3) of the 2015 Internal Revenue Code (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving corporation.

The organization to receive the assets of the Southern Arizona Children's Haven, Inc. hereunder shall be selected in the discretion of a majority of the managing body of the corporation, and if its members cannot so agree, then the recipient organization shall be selected pursuant to a verified petition in equity filed in a court of proper jurisdiction against the Southern Arizona Children's Haven, Inc., by one (1) or more of its managing body which verified petition shall contain such statements as reasonably indicate the applicability of this section. The court upon a finding that this section is applicable shall select the qualifying organization or organizations to receive the assets to be distributed, giving preference if practicable to organizations located within the State of Arizona.

In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to the Southern Arizona Children's Haven, Inc., then the court shall direct the distribution of its assets lawfully available for distribution to a non-profit 501(c)(3) entity with the purpose of assisting and supporting abused, neglected or otherwise traumatized children (organizations like All the King's Horses Children's Ranch in Benson, AZ or House of Hope in Douglas, AZ).

ARTICLE III

Membership

3.01 No membership Classes

The corporation shall have no members who have any right to vote or title or interest in or to the corporation, its properties and franchises.

3.02 Non-Voting Affiliates

The Board may approve classes of non-voting affiliates with rights, privileges, and obligations established by the Board. Affiliates may be individuals, businesses, and other organizations that seek to support the mission of the corporation. The Board, a designated committee of the Board, or any duly elected officer in accordance with Board policy, shall have authority to admit any individual or organization as an affiliate, to recognize representatives of affiliates, and to make determinations as to affiliates' rights, privileges, and obligations. At no time shall affiliate information be shared with or sold to other organizations of groups without the affiliate's consent. At the discretion of the Board, affiliates may be given endorsement, recognition and media coverage at fundraising activities, clinics, other events or at the corporation website. Affiliates have no voting rights, and are not members of the corporation.

3.03 Dues

Any dues for affiliates shall be determined by the Board.

ARTICLE IV

THE BOARD

4.01 Number of Directors

Southern Arizona Children's Haven, Inc. shall have a Board consisting of at least five (5) and no more than eleven (11) directors. Within these limits, the Board may increase or decrease the number of directors serving on the Board, including for the purpose of staggering the terms of directors.

4.02 Powers

All corporate powers shall be exercised by or under the authority of the Board and the affairs of the Southern Arizona Children's Haven, Inc. shall be managed under the direction of the Board, except as otherwise provided by law.

4.03 Terms

(a) All non-officer directors shall be elected to serve a two-year term, however the term may be extended until a successor has been elected.

(b) Director terms shall be staggered so that approximately half the number of directors will end their terms in any given year.

(c) Directors may serve terms in succession.

(d) The term of the office shall be considered to begin in January and end in December of the second year in office, unless the term is extended until such time as a successor has been elected.

4.04 Qualifications and Elections of Directors

In order to be eligible to serve as a director on the Board, the individual must be 18 years of age and an affiliate within affiliate classifications created by the Board. Directors may be elected at any Board meeting by the majority vote of the existing the Board. The election of directors to replace those who have fulfilled their term of office shall take place in November of each year.

4.05 Vacancies

The Board may fill vacancies due to the expiration of a director's term of office, resignation, death, or removal of a director or may appoint new directors to fill a previously unfilled Board position, subject to the maximum number of directors under these Bylaws.

(a) Unexpected Vacancies. Vacancies in the Board due to resignation, death, or removal shall be filled by the Board for the balance of the term of the director being replaced.

4.06 Removal of Directors

A director may be removed by majority vote of the Board then in office, if:

- (a) The director is absent and unexcused from two or more meetings of the Board of Directors in a twelve month period. The Board president is empowered to excuse directors from attendance for a reason deemed adequate by the Board president. The president shall not have the power to excuse him/herself from the Board meeting attendance and in that case, the Board vice president shall excuse the president. Or:
- (b) For cause or no cause, if before the meeting of the Board at which a vote on removal will be made, the director in question is given electronic or written notification of the Board's intention to discuss her/his case and is given the opportunity to be heard at a meeting of the Board.

4.07 The Board Meetings

(a) Regular Meetings. The Board shall have a minimum of four (4) meetings each calendar year at times and places fixed by the Board. Board meetings shall be held upon four (4) days' notice by electronic mail, or facsimile transmission or forty-eight (48) hours' notice delivered personally or by telephone. If sent by mail, facsimile transmission, or electronic mail, the notice shall be deemed to be delivered upon its deposit in the mail or transmission system. Notice of meetings shall specify the place, day, and hour of meeting. The purpose of the meeting need not be specified.

(b) Special Meetings. Special meetings of the Board may be called by the president, vice president, secretary, treasurer, or any two (2) other directors of the Board. A special meeting

must be preceded by at least 2 days' notice to each director of the date, time, and place, but not the purpose of the meeting.

(c) Waiver of Notice. Any director may waive notice of any meeting, in accordance with Arizona law.

4.08 Manner of Acting

(a) Quorum. A majority of the directors in office immediately before a meeting shall constitute a quorum for the transaction of business at that meeting of the Board. No business shall be considered by the Board at any meeting at which a quorum is not present.

(b) Majority Vote. Except as otherwise required by law or by the Articles of Incorporation, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

(c) Hung Board Decisions. On the occasion that directors of the Board are unable to make a decision based on a tied number of votes, the president or treasurer in the order of precedence shall have the power to swing the vote based on his/her discretion.

(d) Participation. Except as required otherwise by law, the Articles of Incorporation, or these Bylaws, directors may participate in a regular or special meeting through the use of any means of communication by which all directors participating are positively identified and may simultaneously hear each other during the meeting including in person, internet video meeting, or by telephone conference call.

4.09 Compensation for Board Service

Directors shall receive no compensation for carrying out their duties as directors. The Board may adopt policies providing for reasonable reimbursement of directors for expenses incurred in conjunction with carrying out Board responsibilities, such as travel expenses to attend Board meetings.

4.10 Compensation for Professional Services by Directors

Directors are not restricted from being remunerated for professional services provided to the corporation. Such remuneration shall be reasonable and fair to the corporation and must be reviewed and approved in accordance with the Board Conflict of Interest policy and state law.

ARTICLE V

COMMITTEES

5.01 Committees

The Board may, by the resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the Board. Any committee, to the extent provided in the resolution of the Board shall have all authority of the Board, except that no committee, regardless of Board resolution, may:

- (a) Take any final actions on matters which also require Board approval. ;
- (b) Fill vacancies on the Board in any committee which has the authority of the Board;
- (c) Amend or repeal Bylaws or adopt new Bylaws;
- (d) Amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;
- (e) Appoint any other committees of the Board or the members of these committees;
- (f) Expend corporate funds to support a nominee for director; or
- (g) Approve any transaction;
 - i. To which the corporation is a party and one or more directors have a material financial interest; or
 - ii. Between the corporation and one or more of its directors or between the corporation and any person in which one or more of its directors have a material financial interest.

5.2 Meetings and Action of Committees

Meetings and action of the committees shall be governed by and held and minutes taken in accordance with the provisions of Article IV of these Bylaws concerning meetings of the directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by the resolution of the committee. Special meetings of the committee may also be called by resolution of the Board. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board may adopt rules for the governing of the committee not inconsistent with the provision of these Bylaws.

5.3 Informal Action by the Board

Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be agreed by the consensus of a quorum. For purposes of this section an e-mail transmission from an e-mail address on record constitutes a valid writing. The intent of this provision is to allow the Board to use email to approve actions, as long as a quorum of Board members gives consent.

ARTICLE VI

OFFICERS

6.01 Board Officers

The officers of the corporation shall be a Board president, vice-president, secretary, and treasurer, all of whom shall be chosen by, and serve at the pleasure of, the Board. Each Board officer shall have the authority and shall perform the duties set forth in these Bylaws or by resolution of the Board or by direction of an officer authorized by the Board to prescribe the duties and authority of other officers. The Board may also appoint additional vice-presidents and such other officers as it deems expedient for the proper conduct of the business of the corporation, each of whom shall have such authority and shall perform such duties as the Board may determine. One person may hold two or more Board offices (e.g. Secretary/Treasurer), but no Board officer may act in more than one capacity where action of two or more officers is required.

6.02 Term of Office

In order to stagger terms of office: the President and the Secretary/Treasurer shall serve two (2) year terms and the Vice President(s) shall serve a one (1) year term. Unless unanimously elected by the Board at the end of his/her term or to fill a vacancy in an officer position, each Board officer's term of office shall begin upon the first meeting conducted in January of the following year and shall end upon the adjournment of the last Board meeting in December of the current year served.

The Board has the right to increase the terms to three (3) years for the President and Secretary/Treasurer and two (2) years for the Vice President(s), if deemed necessary.

6.03 Removal and Resignation

The Board may remove any officer at any time, with or without cause. 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 resignation shall take effect at the date of the receipt of the notice or at any later time specified in the notice, unless otherwise specified in the notice. The acceptance of the resignation shall not be necessary to make it effective.

6.04 Board President

The Board president shall be the chief volunteer officer of the corporation. The Board president shall lead the Board in performing its duties and responsibilities, including, if present, presiding at all meetings of the Board, and shall perform all other duties incident to the office or properly required by the Board.

6.05 Vice President

In the absence or disability of the Board president, the ranking vice-president or vice-president designated by the Board shall perform the duties of the Board president. When so acting, the vice-president shall have all the powers of and be subject to all the restrictions upon the Board president. The vice-president shall have such other powers and perform such other duties prescribed for them by the Board or the Board president. The vice-president shall normally accede to the office of Board president upon the completion of the Board president's term of office.

6.06 Secretary

The secretary shall keep or cause to be kept a book of minutes of all meetings and actions of directors and committees of directors. The minutes of each meeting shall state the time and the place that it was held and such other information as shall be necessary to determine the actions taken and whether the meeting was held in accordance with the law and these Bylaws. The secretary shall cause notice to be given of all meetings of directors and committees as required by the Bylaws. The secretary shall have such other powers and perform such other duties as may be prescribed by the Board or the Board president. The secretary may appoint, with approval of the Board, a director to assist in performance of all or part of the duties of the secretary.

6.07 Treasurer

The treasurer shall be the lead director for oversight of the financial condition and affairs of the corporation. The treasurer shall oversee and keep the Board informed of the financial condition of the corporation and of audit or financial review results. In conjunction with other directors or officers, the treasurer shall oversee budget preparation and shall ensure that appropriate financial reports, including an account of major transactions and the financial condition of the corporation, are made available to the Board of Directors on a timely basis or as may be required by the Board. The treasurer shall perform all duties properly required by the Board or the Board president. The treasurer may appoint, with the approval of the Board, a qualified fiscal agent or member of the staff to assist in performance of all or part of the duties of the treasurer.

6.08 Non-Director Officers

The Board may designate additional officer positions of the corporation and may appoint and assign duties to other non-director officers of the corporation.

ARTICLE VII

CONTRACTS, CHECKS, LOANS, INDEMNIFICATION AND RELATED MATTERS

7.01 Contracts and other Writings

Except as otherwise provided by resolution of the Board or Board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the corporation shall be executed on its behalf by the treasurer or other persons to whom the corporation has delegated authority to execute such documents in accordance with policies approved by the Board.

7.02 Checks, Drafts

All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board.

7.03 Deposits

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depository as the Board or a designated committee of the Board may select.

7.04 System of Checks and Balances

- (a) In-house System. TBD
- (b) Internal Audits. TBD
- (c) External Audits. As required by individual funding source.

7.05 Loans

No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board. Such authority may be general or confined to specific instances.

7.06 Indemnification

(a) Mandatory Indemnification. The corporation shall indemnify a director or former director, who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was a director of the corporation against reasonable expenses incurred by him or her in connection with the proceedings.

(b) Permissible Indemnification. The corporation shall indemnify a director or former director made a party to a proceeding because he or she was a director of the corporation, against liability incurred in the proceeding, if the determination to indemnify him or her has been made in the manner prescribed by the law and payment has been authorized in the manner prescribed by law.

(c) Advance for Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of (I) a written affirmation from the director, officer, employee or agent of his or her good faith belief that he or she is entitled to indemnification as authorized in this article, and (II) an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation in these Bylaws.

(d) Indemnification of Officers, Agents and Employees. An officer of the corporation who is not a director is entitled to mandatory indemnification under this article to the same extent as the director. The corporation may also indemnify and advance expenses to an employee or agent of

the corporation who is not a director, consistent with Arizona law and public policy, provided that such indemnification, and the scope of such indemnification, is set forth by the general or specific action of the Board or by contract.

ARTICLE VIII

MISCELLANEOUS

8.01 Books and Records

The corporation shall keep correct and complete books and records and shall keep minutes of the proceedings of all meetings of its The Board, a record of all actions taken by The Board without a meeting, and a record of all actions taken by the committees of the Board. In addition, the corporation shall keep a copy of the corporation's Articles of Incorporation and Bylaws as amended to date.

8.02 Record of Donations

The IRS imposes recordkeeping and substantiation rules on donors of charitable contributions and disclosure rules on charities that receive certain quid pro quo contributions. The rules in this policy do not apply to a donated motor vehicle, boat, or airplane if the claimed value exceeds \$500.

(a) **Recordkeeping Rules.** A donor can claim a tax deduction for any contribution of cash, check, or other monetary gift from Southern Arizona Children's Haven, Inc. by maintaining:

- i. Donor must have a bank record or written communication for any monetary contribution,
- ii. Donor is responsible for obtaining a written acknowledgment for any single contribution of \$250 or more,
- iii. Southern Arizona Children's Haven, Inc. is required to provide a written disclosure to a donor who receives goods or services in exchange for a single payment in excess of \$75.

(b) **Payroll Deductions.** For charitable contributions made by payroll deduction, the donor may use a pledge card prepared by or at the direction of Southern Arizona Children's Haven, Inc., along with one of the following documents:

- i. A Paystub,
- ii. Form W-2, Wage and Tax Statement, or
- iii. Other employee furnished document that shows the amount withheld and paid to Southern Arizona Children's Haven, Inc.

If a donor makes a single contribution of \$250 or more by payroll deduction, the pledge card or other document from Southern Arizona Children's Haven, Inc. must also include a statement to the effect that Southern Arizona Children's Haven, Inc. does not provide

goods or services in whole or partial consideration for any contribution made by payroll deduction.

Each payroll deduction amount of \$250 or more is treated as a separate contribution for purposes of the \$250 threshold requirement for written acknowledgements.

(c) **Requirements.** If Southern Arizona Children’s Haven, Inc. does not acknowledge a contribution the organization incurs no penalty; but without a written acknowledgement, the donor cannot claim the tax deduction. It is the donor’s responsibility to obtain a written acknowledgement. Southern Arizona Children’s Haven, Inc. will assist a donor by providing a timely, written statement containing the following information:

- i. Name: Southern Arizona Children’s Haven Inc.,
- ii. Amount of cash contribution,
- iii. Description (but not the value) of non-cash contributions,
- iv. Statement that no goods or services were provided by Southern Arizona Children’s Haven, Inc. in return for the contributions,
- v. Description and good faith estimate of the value of goods or services, if any, that an organization provided in return for the contributions.

(d) **Contemporaneous.** Southern Arizona Children’s Haven. Inc. will send written acknowledgement to donors no later than January 31 of the year following the donation. For the written acknowledgement to be considered contemporaneous with the contribution, a donor must receive the acknowledgement by the earlier of:

- i. The date on which the donor actually files his or her individual federal income tax return for the year of the contribution, or
- ii. The due date (including extensions) of the return.

(e) **Goods and Services.** Insubstantial goods or services Southern Arizona Children’s Haven Inc. provides in exchange for contributions do not have to be described in an acknowledgment.

Goods and services are considered to be insubstantial if the payment occurs in the context of a fund-raising campaign in which the donor is informed of the amount of the contribution that is a deductible contribution, and:

- i. The fair market value of the benefits received does not exceed the lesser of 2% of the payment or \$102, or
- ii. The payment is at least \$51, the only items provided bear Southern Arizona Children’s Haven Inc. name or logo (e.g., calendars, mugs, or posters) and the cost of these items is within the limit for “low-cost articles,” which is \$10.20.

(f) **Unreimbursed Expenses.** When a donor makes a single transaction of \$250 or more in the form of unreimbursed expenses (e.g., out-of-pocket transportation expenses incurred

in order to perform donated services, then the donor must obtain a written acknowledgement from Southern Arizona Children's Haven, Inc. containing:

- i. A description of the services provided by the donor,
- ii. A statement of whether or not the organization provided goods or services in return for the contribution
- iii. A description and good faith estimate of the value of goods or services, if any, that the organization provided in return for the contribution.

(g) **Quid Pro Quo Contribution.** A donor may only take a contribution deduction to the extent that his/her contribution exceeds the fair market value of the goods or services the donor receives in return for the contribution; therefore, donors need to know the value of the goods or services. Southern Arizona Children's Haven, Inc. must provide a written disclosure statement to a donor who makes a payment exceeding \$75 partly as a contribution and partly for goods and services provided. A contribution made by a donor in exchange for goods or services is known as a *quid pro quo* contribution.

A written disclosure statement must:

- i. Inform a donor that the amount of the contribution that is deductible for federal income tax purposes is limited to the excess of money (and the fair market value of property other than money) contributed by the donor over the value of goods or services provided,
- ii. Provide a donor with a good-faith estimate of the fair market value of the goods or services.

A disclosure statement must be furnished in connection with either the solicitation or the receipt of the *quid pro quo* contribution. The statement must be in writing and must be made in a manner that is likely to come to the attention of the donor. For example, a disclosure in small print within a larger document might not meet this requirement.

8.03 Fiscal Year

The fiscal year of the corporation shall be from January 1 to December 31 of each year.

8.04 Conflict of Interest

The Board shall adopt and periodically review a conflict of interest policy to protect the corporation's interest when it is contemplating any transaction or arrangement which may benefit any director, officer, employee, affiliate, or member of a committee with Board-delegated powers.

8.05 Nondiscrimination Policy

The officers, directors, committee members, employees, and persons served by this corporation shall be selected entirely on a nondiscriminatory basis with respect to age, sex, race, religion, national origin, and sexual orientation. It is the policy of Southern Arizona Children's Haven,

Inc. not to discriminate on the basis of race, creed, ancestry, marital status, gender, sexual orientation, age, physical disability, veteran's status, political service or affiliation, color, religion, or national origin.

8.06 Bylaw Amendment

These Bylaws may be amended, altered, repealed, or restated by a vote of the majority of the Board then in office at a meeting of the Board, provided, however,

- (a) That no amendment shall be made to these Bylaws which would cause the corporation to cease to qualify as an exempt corporation under Section 501 (c)(3) of the Internal Revenue Code of 2015, or the corresponding section of any future Federal tax code; and,
- (b) That an amendment does not affect the voting rights of directors. An amendment that does affect the voting rights of directors further requires ratification by a two-thirds vote of a quorum of directors at a Board meeting.
- (c) That all amendments be consistent with the Articles of Incorporation.

ARTICLE IX

COUNTERTERRORISM AND DUE DILIGENCE POLICY

In furtherance of its exemption by contributions to other organizations, domestic or foreign, Southern Arizona Children's Haven, Inc. shall stipulate how the funds will be used and shall require the recipient to provide the corporation with detailed records and financial proof of how the funds were utilized.

Although adherence and compliance with the US Department of the Treasury's publication the "Voluntary Best Practice for US Based Charities" is not mandatory, Southern Arizona Children's Haven, Inc. willfully and voluntarily recognizes and puts to practice these guidelines and suggestions to reduce, develop, re-evaluate and strengthen a risk-based approach to guard against the threat of diversion of charitable funds or exploitation of charitable activity by terrorist organizations and their support networks.

Southern Arizona Children's Haven, Inc. shall also comply and put into practice the federal guidelines, suggestions, laws and limitation set forth by pre-existing U.S. legal requirements related to combating terrorist financing, which include, but are not limited to, various sanctions programs administered by the Office of Foreign Assets Control (OFAC) in regard to its foreign activities.

ARTICLE X

DOCUMENT RETENTION POLICY

10.01 Purpose

The purpose of this document retention policy is establishing standards for document integrity, retention, and destruction and to promote the proper treatment of Southern Arizona Children's Haven, Inc. records.

10.02 Policy

Section 1. General Guidelines. Records should not be kept if they are no longer needed for the operation of the business or required by law. Unnecessary records should be eliminated from the files. The cost of maintaining records is an expense which can grow unreasonably if good housekeeping is not performed. A mass of records also makes it more difficult to find pertinent records.

From time to time, Southern Arizona Children's Haven, Inc. may establish retention or destruction policies or schedules for specific categories of records in order to ensure legal compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that warrant special consideration are identified below. While minimum retention periods are established, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention, as well as the exception for litigation relevant documents and any other pertinent factors.

Section 2. Exception for Litigation Relevant Documents. Southern Arizona Children's Haven, Inc. expects all officers, directors, and employees to comply fully with any published records retention or destruction policies and schedules, provided that all officers, directors, and employees should note the following general exception to any stated destruction schedule: If you believe, or the Southern Arizona Children's Haven, Inc. informs you, that corporate records are relevant to litigation, or potential litigation (i.e. a dispute that could result in litigation), then you must preserve those records until it is determined that the records are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records.

Section 3. Minimum Retention Periods for Specific Categories.

- (a) **Corporate Documents.** Corporate records include the corporation's Articles of Incorporation, By-Laws and IRS Form 1023 and Application for Exemption. Corporate records should be retained permanently. IRS regulations require that the Form 1023 be available for public inspection upon request.
- (b) **Tax Records.** Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of contributions made by donors, accounting procedures, and other documents concerning the corporation's revenues. Tax records should be retained at least seven years from the date of filing the applicable return.
- (c) **Employee Records/Personnel Records.** State and federal statutes require the corporation to keep certain recruitment, employment and personnel information. The corporation should also keep personnel files that reflect performance reviews and any complaints brought against the corporation or individual employees under applicable state and federal statutes. The corporation should also keep in the employee's personnel file all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel. Employment applications should be retained for three years.

Retirement and pension records should be kept permanently. Other employment and personnel records should be retained for seven years.

- (d) Board and Board Committee Materials. Meeting minutes should be retained in perpetuity in the corporation's minute book. A clean copy of all other Board and Board Committee materials should be kept for no less than three years by the corporation.
- (e) Press Releases/Public Filings. The corporation should retain permanent copies of all press releases and publicly filed documents under the theory that the corporation should have its own copy to test the accuracy of any document a member of the public can theoretically produce against the corporation.
- (f) Legal Files. Legal counsel should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.
- (g) Marketing and Sales Documents. The corporation should keep final copies of marketing and sales documents for the same period of time it keeps other corporate files, generally three years. An exception to the three-year policy may be sales invoices, contracts, leases, licenses, and other legal documentation. These documents should be kept for at least three years beyond the life of the agreement.
- (h) Development/Intellectual Property and Trade Secrets. Development documents are often subject to intellectual property protection in their final form (e.g., patents and copyrights). The documents detailing the development process are often also of value to the corporation and are protected as a trade secret where the corporation:
 - i. Derives independent economic value from the secrecy of the information; and
 - ii. Has taken affirmative steps to keep the information confidential.

The corporation should keep all documents designated as containing trade secret information for at least the life of the trade secret.

- (i) Contracts. Final, execution copies of all contracts entered into by the corporation should be retained. The corporation should retain copies of the final contracts for at least three years beyond the life of the agreement, and longer in the case of publicly filed contracts.
- (j) Correspondence. Unless correspondence falls under another category listed elsewhere in this policy, correspondence should generally be saved for two years.
- (k) Banking and Accounting. Accounts payable ledgers and schedules should be kept for seven years. Bank reconciliations, bank statements, deposit slips and checks (unless for important payments and purchases) should be kept for three years. Any inventories of products, materials, and supplies and any invoices should be kept for seven years.
- (l) Insurance. Expired insurance policies, insurance records, accident reports, claims, etc. should be kept permanently.
- (m) Audit Records. External audit reports should be kept permanently. Internal audit reports should be kept for three years.

Section 4. Electronic Mail, E-Mail that needs to be Saved Should Be Either:

- (a) Printed in hard copy and kept in appropriate file; or
- (b) Downloaded to a computer file and kept electronically or on disk as a separate file. The retention period depends upon the subject matter of the e-mail, as covered elsewhere in this policy.

ARTICLE XI

TRANSPARENCY AND ACCOUNTABILITY

DISCLOSURE OF FINANCIAL INFORMATION WITH THE GENERAL PUBLIC

11.01 Purpose

By making full and accurate information about its mission, activities, finances, and governance publicly available, Southern Arizona Children's Haven, Inc. practices and encourages transparency and accountability to the general public. This policy will:

- (a) Indicate which documents and materials produced by the corporation are presumptively open to staff and/or the public;
- (b) Indicate which documents and materials produced by the corporation are presumptively closed to staff and/or the public;
- (c) Specify the procedures whereby the open/closed status of documents and materials can be altered.

The details of this policy are as follows:

11.02 Financial and IRS documents (The Form 1023 and the Form 990)

Southern Arizona Children's Haven, Inc. shall provide its Internal Revenue forms 990, 990-T, 1023, and 5227, By-Laws, Conflict of Interest policy, and financial statements to the general public for inspection free of charge.

11.03 Means and Conditions of Disclosure

Southern Arizona Children's Haven, Inc. shall make "Widely Available" the aforementioned documents on its internet website: www.sach.com. to be viewed and inspected by the general public.

- (a) The documents shall be posted in a format that allows the individual using the internet to access, download, view and print them in a manner that exactly reproduces the image of the original document filed with the IRS (except information exempt from public disclosure requirements, such as contributor lists.)
- (b) The website shall clearly inform readers that the document is available and provide instructions for downloading it.
- (c) Southern Arizona Children's Haven, Inc. shall not charge a fee for downloading the information. Documents shall not be posted in a format that would require special

computer hardware or software (other than software readily available to the public free of charge).

- (d) Southern Arizona Children's Haven, Inc. shall inform anyone requesting the information where this information can be found, including the web address. This information must be provided immediately for in-person requests and within 7 days for mailed requests.

11.04 IRS Annual Information Returns (Form 990)

Southern Arizona Children's Haven, Inc. shall submit the form 990 to its The Board prior to the filing of the form 990. While neither the approval of the form 990 nor a review of the 990 is required under Federal law, the corporation's form 990 shall be submitted to each member of the Board of Director's via hard copy or e-mail at least 10 days before the form 990 is filed with the IRS.

11.05 Board

- (a) All Board deliberations shall be open to the public except where the Board passes a motion to make any specific portion confidential.
- (b) All Board minutes shall be open to the public once accepted by the Board, except where the Board passes a motion to make any specific portion confidential.
- (c) All papers and materials considered by the Board shall be open to the public following the meeting at which they are considered, except where the Board passes a motion to make any specific paper or material confidential.

11.06 Staff Records

- (a) All staff records shall be available for consultation by the staff member concerned or by their legal representatives
- (b) No staff records shall be made available to any person outside the corporation except the authorized governmental agencies.
- (c) Within the corporation, staff records shall be made available only to those persons with managerial or personnel responsibilities for that staff member, except that,
- (d) Staff records shall be made available to the Board when requested.

11.07 Donor Records

- (a) All donor records shall be available for consultation by the members and donors concerned or by their legal representatives.
- (b) No donor records shall be made available to any other person outside the corporation except the governmental agencies.
- (c) Within the corporation, donor records shall be made available only to those persons with managerial or personnel responsibilities for dealing with those donors, except that,
- (d) Donor records shall be made available to the Board when requested.

ARTICLE XII

CODES OF ETHICS AND WHISTLEBLOWER POLICY

12.01 Purpose

Southern Arizona Children's Haven, Inc. requires and encourages directors, officers, and employees to observe and practice high standards of business and personal ethics in the conduct of their duties and responsibilities. The employees and representatives of the corporation must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. It is the intent of Southern Arizona Children's Haven, Inc. to adhere to all laws and regulations that apply to the corporation and the underlying purpose of this policy is to support the corporation's goal of legal compliance. The support of all corporate staff is necessary to achieving compliance with various laws and regulations.

12.02 Reporting Violations

If any director, officer, staff, or employee reasonably believes that some policy, practice, or activity of Southern Arizona Children's Haven, Inc. is in violation of law, a written complaint must be filed by that person with the vice president or the Board president.

12.03 Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicated violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false shall be viewed as a serious disciplinary offense.

12.04 Retaliation

Said person is protected from retaliation only if he/she brings the alleged unlawful activity, policy, or practice to the attention of Southern Arizona Children's Haven, Inc. and provides Southern Arizona Children's Haven, Inc. with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to individuals that comply with this requirement.

Southern Arizona Children's Haven, Inc. shall not retaliate against any director, officer, staff, or employee who in good faith, has made a protest or raised a complaint against some practice of Southern Arizona Children's Haven, Inc. or of another individual or entity with whom Southern Arizona Children's Haven, Inc. has a business relationship, on the basis of a reasonable belief that the practice is in violation of the law, or a clear mandate of public policy.

Southern Arizona Children's Haven, Inc. shall not retaliate against any director, officer, staff, or employee who discloses or threatens to disclose to a supervisor or a public body, any activity,

policy, or practice of Southern Arizona Children’s Haven, Inc. that the individual reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

12.05 Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

12.06 Handling of Reported Violations

The Board president or vice president shall notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports shall be promptly investigated by the Board and its appointed committee and appropriate corrective action shall be taken if warranted by the investigation.

This policy shall be made available to all directors, officers, staff, or employees and they shall have the opportunity to ask questions about the policy.

ARTICLE XIII

AMENDMENT OF ARTICLES OF INCORPORATION

13.01 Amendment

Any amendment to the Articles of Incorporation may be adopted by approval of two-thirds (2/3) of the Board.

CERTIFICATE OF ADOPTION OF BYLAWS

I do hereby certify that the above stated bylaws of Southern Arizona Children’s Haven, Inc. were revised and approved by the Southern Arizona Children’s Haven, Inc. Board on _____ and constitute a complete copy of the Bylaws of the corporation.

Secretary _____

Date: _____



FINANCIAL MANAGEMENT CERTIFICATION

(Required of all CDBG-funded projects utilizing non-profit organizations)

Applicant: Cochise County

Non-Profit: Southern Arizona Children's Haven

Please complete this form and include it with the Application to the Arizona Department of Housing, Revitalization/CDBG Program. Please also note that it is the responsibility of the non-profit organization to notify the Applicant and ADOH/CDBG Program of any changes in the information provided in the form.

NOTE: If the answer is NO to any items on this form, please include a written explanation detailing how system integrity is maintained in an equivalent manner. Each explanation on the attachment should start with the letter and number of the item.

Complete sections A through F, if CDBG funds are received and/or disbursed by the non-profit organization. When CDBG funds are not being received or disbursed by non-profit organizations, complete only sections E and F.



A. ACCOUNTS

- 1. Identify the (internal) name/number of the separate CDBG account for this contract (code used in your system) designation.
2. Identify the account name/number in the financial institution where CDBG funds are ultimately deposited.
3. Identify the name/number of the separate CDBG leverage account (within the non-profit organizations internal system) for this contract (or N/A).
4. Will CDBG funds be deposited in a non-interest bearing account? Yes [] No []
5. Does the non-profit organization have a chart of accounts that will be used for the CDBG Program funds? Yes [] No []

B. INTERNAL CONTROLS: PERSONNEL

- 1. Identify the person(s), by title, which approves expenditures for the CDBG Program.
2. Identify the person(s), by title, which have authority to sign checks.

3. Identify the person(s), by title, who is/are responsible for maintaining financial records (e.g., entering information in ledgers) and identify where these records will be kept.

C. INTERNAL CONTROL: PROCEDURES

1. Does the non-profit organization use sequentially pre-numbered receipt forms? Yes No
2. Are these forms periodically accounted for? Yes No
3. Identify the person, by title, responsible for such periodic accounting.
4. How frequently are the receipts reconciled with the deposits as shown on the bank statement?
5. Identify the person, by title, responsible for this function.
6. Describe the system to ensure that books are kept current.
7. Identify the person, by title, responsible for this function.
8. How frequently are general ledger balances reconciled with subsidiary ledger balances?
9. Identify the person, by title, responsible for this function.
10. How long after the receipt of the monthly bank statement is it reconciled?
11. Identify the person, by title responsible for this function.

D. CASH DISBURSEMENT PROCEDURES

1. Does the non-profit organization have a written policy prohibiting the signing of blank checks? Yes No
2. How many signatures are required on all checks/warrants pertaining to the CDBG account?
3. Are there written procedures for recording, voiding, and retaining voided and defaced checks? Yes No

4. Are there written procedures that require payment on an original invoice only? Yes No
5. Are there written procedures that require that canceled invoices and supporting documentation are marked "paid" to avoid duplicate payments? Yes No
6. Are all invoices reviewed and marked as "OK to pay" before payment is made? Yes No

E. PROPERTY MANAGEMENT

1. Does the non-profit have a fixed assets ledger? Yes No
2. Are all items on the ledger tagged? Yes No
3. How frequently is a property inventory conducted? Yearly
4. Identify the person, by title, responsible for ensuring that the inventory list is the same as the actual list of equipment/property.
Mike Rutherford, Board President
5. Identify, by title, the property management/inventory officer.
Karla Rothrock, Program Manager

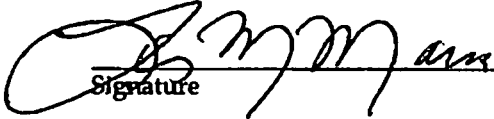
F. PROFESSIONAL LIABILITY INSURANCE/ERRORS AND OMISSIONS

1. Identify the name of the insurance company.
Arizona County Insurance Pool (Cochise County)
2. Indicate the amount of the bond.
N/A

CERTIFICATION

(This form should be certified by the Finance Director, Manager, or other person with the authority to verify to the accuracy of the information provided.)

I hereby certify that all information provided on this form is accurate.


Signature

Community Relations Administrator
Title

Lisa M. Marra
Typed Name

7/15/16
Date

If the CDBG Program has questions about this form, the person to contact is:

Lisa M. Marra
Typed Name

Telephone Number

520-432-9742
Email

Lmarra@cochise.az.gov

* Funds received/disbursed and grant
managed by Cochise County.

SACH (Southern Arizona Children's Haven)

<u>Date</u>	<u>Check No.</u>	<u>Bank</u>	<u>Made out to:</u>	<u>Description</u>	<u>Amount</u>	<u>Total</u>
11/10/2015	10703	NBofAZ	Pioneer Title Agency	Earnest money	\$ 1,000.00	\$ 1,000.00
11/18/2015	2015	Amex	Costco	LapTop Computer	\$ 951.27	\$ 1,951.27
11/19/2015	30296	Chase	Arizona Corporation Commission	Application for Corporate Status	\$ 75.00	\$ 2,026.27
12/1/2015		Cashier's Check	Pioneer Title Agency	Closing on 721 N. Gonzales Blvd.	\$274,511.61	\$ 276,537.88
1/5/2016	7263	Discover	U-Haul	15 boxes for packing toys, books	\$ 23.50	\$ 276,561.38
1/5/2016	7263	Discover	Walmart	Cleaning supplies and latch boxes	\$ 213.98	\$ 276,775.36
1/6/2016	1761	AmAir cc	U-Haul	20 boxes and poly tape	\$ 31.82	\$ 276,807.18
1/9/2016	7263	Discover	Ace Hardware	Mouse traps, shelf liner, keys	\$ 58.84	\$ 276,866.02
1/9/2016	7263	Discover	Ace Hardware	New vacuum cleaner	\$ 97.33	\$ 276,963.35
1/11/2016		ASCU AWD	Bill Beauvais	Appraisal of property	\$ 1,850.00	\$ 278,813.35
1/14/2016		ASCU 10989	Southwest Gas Corp.	Deposit for gas service	\$ 100.00	\$ 278,913.35
1/26/2016		ASCU 11001	CenturyLink	Telephone hookup and service	\$ 109.91	\$ 279,023.26
1/26/2016	7263	Discover	U-Haul	35 boxes and poly tape	\$ 57.97	\$ 279,081.23
1/28/2016		ASCU 11004	Auto-Owners Insurance	Insurance on building	\$ 2,286.00	\$ 281,367.23
2/9/2016		ASCU 11011	S.S.V.E.C.	Electric service to building	\$ 72.78	\$ 281,440.01
2/11/2016		ASCU 11015	Southwest Gas Corp.	Gas service	\$ 283.38	\$ 281,723.39
2/11/2016	7263	Discover	U-Haul	Boxes	\$ 57.97	\$ 281,781.36
2/15/2016		ASCU 11018	Karla Rothrock	Reimb. for faxing, news. Printing	\$ 317.01	\$ 282,098.37
2/22/2016		Chase 30313	CenturyLink	Phone bill	\$ 64.78	\$ 282,163.15
2/26/2016		Chase 30317	Cliff's Classic Care Plumbing	30 gal. hot water heater	\$ 1,100.55	\$ 283,263.70
3/10/2016		Chase 30321	Southwest Gas Corp.	Gas service	\$ 49.11	\$ 283,312.81
3/12/2016		Chase 30325	S.S.V.E.C.	Electric service to building	\$ 37.26	\$ 283,350.07
3/21/2016		Chase 30327	CenturyLink	Phone bill	\$ 65.59	\$ 283,415.66
4/11/2016		Chase 30338	Southwest Gas Corp.	Gas service	\$ 51.89	\$ 283,467.55
4/20/2016		Chase 30342	CenturyLink	Phone bill	\$ 65.56	\$ 283,533.11
5/13/2016		ASCU 11066	S.S.V.E.C.	Electric service to building	\$ 203.06	\$ 283,736.17
5/13/2016		ASCU 11067	Southwest Gas Corp.	Gas service	\$ 77.56	\$ 283,813.73
5/24/2016		ASCU 11074	CenturyLink	Phone bill	\$ 32.17	\$ 283,845.90
6/6/2016		Chase 30354	Southwest Gas Corp.	Gas service	\$ 62.67	\$ 283,908.57
6/13/2016		Chase 30356	S.S.V.E.C.	Electric service to building	\$ 114.64	\$ 284,023.21
6/20/2016		Chase 30359	CenturyLink	Cancelled long distance	\$ 40.16	\$ 284,063.37

7/5/2016	Chase	30366 Southwest Gas Corp.
7/12/2016	Chase	30370 S.S.V.E.C.
7/15/2016	Marriott	----- Marriott gift card donated
7/16/2016	4627	Chase CC U-Haul

Gas service	\$	53.19	\$	284,116.56
Electric service to building	\$	94.89	\$	284,211.45
Karla's stay to visit center in Phx.	\$	100.00	\$	284,311.45
Boxes to remove personal prop.	\$	52.45	\$	284,363.90



0000149146 BA,SOUTHERN ARIZ Transaction Summary

07/18/2016

Post Date	ID	Eff Date	Transacti...	Trans Amt	Balance...	Int/...	Fees	New Balance	Description	Prev Availa...
06/22/2...	S 75	06/22/2...	Draft Wit...	1,603.75	-1,603.75	0.00	0.00	2,636.25	Draft Number: 0...	4,240.00
06/01/2...	S 75	06/01/2...	Check D...	4,240.00	4,240.00	0.00	0.00	4,240.00		0.00
			Check Received 3,000.00							
			Check Received 1,000.00							
			Check Received 250.00							
06/01/2...	S 00	06/01/2...	Check D...	10.00	5.00	0.00	5.00	5.00		-5.00



NON-PROFIT ORGANIZATION CIVIL RIGHTS CERTIFICATION
 (Required of all CDBG funded projects utilizing Non-Profit Organizations)

Applicant: Cochise County

Non-Profit: Southern Arizona Children’s Haven

Please complete this form and include it with the Application to the Arizona Department of Housing, Revitalization/CDBG Program. No funds can be disbursed for your CDBG contract until this form has been received and approved by the CDBG Program.

NOTE: If the answer is NO to any items on this form, please include a written explanation detailing how system integrity is maintained in an equivalent manner. Each explanation on the attachment should start with the letter and number of the item.

1. Does the non-profit have a written policy that requires that all advertisements for employment indicate that the non-profit organization is an equal opportunity employer? Yes No
2. Attached is a copy of the non-profit organization’s employment application form. Yes No
3. Does the non-profit organization have written employment and personnel policies? Yes No
4. Identify, by title, the person responsible for updating/revising these policies.
Karla Rothrock, Program Manager
5. Do these policies include procedures for filling and processing of civil rights complaints? Yes No
6. Identify where the employment/personnel policies are located in the non-profit organization.
Click here to enter text.
7. Is there a written procedure that requires that all new employees be notified of these written personnel policies, provided with a copy, and given an opportunity to review them or that new employees are notified of where they are located and how they can be reviewed? Yes No
8. Does the non-profit organization have a written affirmative action plan? Yes No
9. Is the non-profit organization under a court order to develop and implement such a plan? Yes No
If yes, provide additional information, such as the date of the court order and the type of action required. Click here to enter text.
10. Does the non-profit organization display non-discrimination/EEO posters? Yes No
If yes, identify locations. Click here to enter text.

11. Has the non-profit organization received any employment-related civil rights complaints in the current or prior calendar year? Yes No
If yes, describe the number and type.
Click here to enter text.
12. Identify where the files for such complaints are located.
Click here to enter text.
13. Describe the status of each such complaint.
Click here to enter text.
14. If involved in housing programs, each non-profit organization must undertake at least one activity to "affirmatively further fair housing." Check off the activity(ies) undertaken and attach documentation.
- a. Display a Fair Housing Poster: Yes No
Location: Click here to enter text.
- b. Display Fair Housing brochures or publications Yes No
Location: Click here to enter text.
- c. Other, PSA's, promotion of non-discriminatory advertising using the Fair Housing logo, news releases, etc. (documentation attached) Yes No
- d. Maintain a Fair Housing file with distribution lists, location, etc. for CDBG review. Yes No
15. Does your non-profit organization have a process to receive and resolve housing discrimination complaints? Yes No

If yes, describe the system, the number of complaints received in the current or prior calendar year, and the status of each complaint.
Click here to enter text.

**504 Compliance: NON-DISCRIMINATION AGAINST
INDIVIDUALS WITH DISABILITIES**

Please identify the position, by title, responsible for the implementation of each action
AND describe the status actions taken to satisfy the components

Component	Status	Responsible Person/Title
1. Communications (TTY/Az Relay, etc.)	<u>N/A</u>	<u>Karla Rothrock, Program Manager</u>
2. Self Evaluation Plan	<u>(to include date adopted)</u> <u>Pending - See Attached</u>	<u>Karla Rothrock, Program Manager</u>
3. Transition Plan	<u>(to include date adopted)</u> <u>Pending - See Attached</u>	<u>Karla Rothrock, Program Manager</u>
Component	Status	Responsible Person/Title
4. 504 Coordinator	<u>Pending - See Attached</u>	<u>Karla Rothrock, Program Manager</u>
5. Grievance Procedures	(comments in status section to include number of grievances and the status of their resolution) <u>Addressed in attached Bylaws including Whistleblower Policy</u>	<u>Mike Rutherford, Board President</u>
Click here to enter text.	Click here to enter text.	Click here to enter text.



WORKFORCE COMPOSITION

EMPLOYMENT

Demographic Category	Number/ #	Percentage/ %	Hispanic/Latino Ethnicity/#	Percentage/ %
Single Race Categories				
White	0	0	0	0
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
Multi-Race Categories				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other				
Other Single- or Multi-Racial				
Non-Hispanic/Latino Ethnicity				
TOTAL	0	0	0	0

If the CDBG Program has questions about this form, the person to contact is:

Lisa M. Marra
Typed Name

520-432-9742
Telephone Number

L.marra@cochise.az.gov
E-Mail

1415 Melody Lane, Building G, Bisbee AZ, 85603-3037
Mailing Address

CERTIFICATION

(This form should be certified by the Personnel Director, Manager, or other person with the authority to verify to the accuracy of the information provided.)

I hereby certify that all information provided on this form is accurate.

Signature

Community Relations Administrator

Title

Lisa M. Marra
Typed Name

7/15/16
Date

504 COMPLIANCE: Non-Discrimination Against Individuals with Disabilities

1. **Communications** N/A
2. **Self Eval Plan** Cannot conduct at this time. Building is condemned due to arson fire by the Fire Marshall of Huachuca City. The evaluation will be complete when access to the facility is granted for construction remodel.
3. **Transition Plan** Any required modifications/construction will be ADA compliant. As the facility operated previously as a children's shelter and received state and federal funds it is believed the facility is already ADA compliant.
4. **504 Coordinator** N/A
5. **Grievance Procedure** Under development. No complaints at this time. Board President, Mike Rutherford, will be the person responsible for any grievance and or whistleblower complaints.

NOTE: All other duties will be under the guidance of Karla Rothrock, Program Manager
At this time, Mrs. Rothrock is a contract consultant paid hourly based on hours of service. There are no actual employees on the payroll at this time