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**GOVERNING BOARD OF  
RIM COUNTRY EDUCATIONAL ALLIANCE (RCEA)  
REGULAR MEETING AGENDA  
OCTOBER 11, 2023  
1:30 PM**

***Due to the length of this meeting, the RCEA may recess  
and reconvene at the time and date announced.***

*Pursuant to A.R.S. § 38-431.02 notice is hereby given to the members of the RCEA and to the General Public that the Rim Country Educational Alliance plans to hold the above meeting.*

*Board Members will attend either in person or by telephone conference call and/or video communication.*

*The RCEA a Separate Legal Entity Public Body, may vote to enter into an Executive Session on any matter listed on the agenda for an authorized purpose:*

*Pursuant to A.R.S. § 38-431(A)(3) for discussion or consultation for legal advice with the attorney or attorneys of the public body.*

*Pursuant to A.R.S. § 38-431(A)(4) for discussion or consultation with the attorney of the public body to consider its position and instructs its attorneys regarding the public body's position regarding contracts that are subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted to avoid or resolve litigation.*

*Pursuant to A.R.S. § 38-431(A)(7) for discussion or consultation with designated representatives of the public body to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.*

*Any discussion, materials and information discussed at any Executive Session and the minutes thereof shall be kept confidential as provided by A.R.S. § 38-431(B)(1-4).*

*The Chair reserves the right to take items on the agenda out of order.*

*Persons with a disability may request an accommodation such as a sign language interpreter by contacting Richard Richey, RCEA Board Secretary, at*

928-472-2588. Requests should be made early enough to allow time to arrange the accommodation.

**1. CALL TO ORDER:**

**2. ROLL CALL:**

BOARD MEMBER	PRESENT	BOARD MEMBER	PRESENT
Jon Cline		Ted Pettet	
Larry Sugarman		Scott Nossek	
Richard Richey		Vern Leis	

The Board provides Public Notice that a **Regular Board Meeting** will be held on October 11, 2023 at 1:30 p.m.

The Governing Board may discuss, consider or take action on any item on this agenda. The Board reserves the right to consider any matter out of sequence.

**A. PUBLIC COMMENTS**

*To accommodate all those who wish to address the Governing Body and to facilitate the expeditious consideration of the agenda, it is requested that each person wishing to address the Board under an agenda item limit his/her comments to a maximum of three (3) minutes.*

Communications and comments or suggestions from citizens present who have submitted a Speaker's Request Form to the Chairman, Secretary, or designee, prior to the meeting being convened, concerning matters other than those listed on the agenda for consideration, shall be heard by the Board. All remarks shall be addressed to the Board as a whole and not to any member thereof.

Members of the Board may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to ARS 38-431.01 (G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.

No public discussion of comments under this section is permitted, except that other members of the public may, at the discretion of the Chairman, present follow-up comments on a matter raised by a Speakers Form.

**B. ANNOUNCEMENTS**

Comments by the Chairman, Board Members, and/or staff.

**3. CONSENT AGENDA\***

Items listed on the agenda with an asterisk (\*) which are considered to be routine in nature and which will be enacted by one motion. No separate discussion of these





items shall be held unless a board member so requests, in which event the item will be removed from the consent agenda and will be considered in its normal sequence on the main agenda.

**4. MINUTES**

\*Minutes of August 10, 2023, Regular Meeting

**5. REPORTS**

- A. Park Update
- B. Conflict with TOP
- C. Whisper Ridge/DW Tower Update

**NEW BUSINESS**

- A. Consideration, discussion and action:  
Whisper Ridge-Non-Disturbance Agreement

**7. REQUEST FOR THE PLACEMENT OF ITEMS ON A FUTURE AGENDA**

No Discussion Permitted

**8. CLAIMS**

\*Treasurer's Cash Report

**9. ADJOURNMENT**

Next meeting scheduled for December 14, 2023.

**CERTIFICATION OF POSTING**

The undersigned hereby certifies that a copy of the attached notice and agenda was published at [www.rimcountryeducationalalliance.org](http://www.rimcountryeducationalalliance.org) and duly posted at the following location: Bulletin Board located at 304 East Aero Drive, Payson, Arizona 85541 on the 10th day of October, 2023, in accordance with the Policies and Procedures of RCEA.

By: Jon Cline as approved by  
Jon Cline, Chairman *Chairman Jon Cline*

Posted: 10-9-23 Date  
12:00 pm Time  
JCS Initial

**GOVERNING BOARD OF  
RIM COUNTRY EDUCATIONAL ALLIANCE  
MINUTES OF REGULAR MEETING**

**AUGUST 10, 2023**

**MINUTES OF THE REGULAR MEETING OF THE RIM COUNTRY EDUCATIONAL  
ALLIANCE HELD ON AUGUST 10, 2023, AT 431 S BEELINE HWY. #1, PAYSON,  
ARIZONA, 85541**

**1. CALL TO ORDER**

Chairman Jon Cline called the meeting to order at 1:31 p.m.

**2. ROLL CALL**

BOARD MEMBER	PRESENT	BOARD MEMBER	PRESENT
Jon Cline	Present	Ted Pettet	Present
Larry Sugarman	Present	Vern Leis	Present
Rich Richey	Present	Scott Nossek	Present

OTHERS PRESENT: Kenny Evans, Hector Figueroa, Heather Stage, Stan Garner.

**a. PUBLIC COMMENTS**

No public comments

**b. ANNOUNCEMENTS**

No Public Announcements

**3. CONSENT AGENDA**

Items listed on the Consent Agenda may be enacted by one motion and one vote. If discussion is required by members of the governing body, the item will be removed from the Consent Agenda and will be considered separately.

- a. \*Minutes of June 8, 2023, Regular Meeting.
- b. \*Minutes of June 21, 2023, Special Meeting
- c. \*Treasurer's Cash Report June 9, 2023 – August 9, 2023.

**Motion by Vern Leis, seconded by Larry Sugarman, to approve items on the Consent Agenda.**

**Motion carried 6-0**

**Aye: Jon Cline, Rich Richey, Scott Nossek, Vern Leis, Larry Sugarman, Ted Pettet**

**Nay: none**

**Abstained: none**

#### 4. MINUTES

Minutes were approved with the Consent Agenda. See Item 3.a&b, above.

#### 5. REPORTS

- a. Whisper Ridge/DW Tower Update-Kenny Evans gave verbal update.
- b. Park Update-Kenny Evans gave verbal update.

#### 6. NEW BUSINESS

- a. Consideration, discussion and action:

Contract with Willdan Engineering for Inspection and Permitting Services

**Motion by Larry Sugarman, seconded by Vern Leis, to accept the contract with Willdan Engineering for Inspection and permitting services.**

**Motion carried 6-0**

**Aye: Jon Cline, Rich Richey, Scott Nossek, Vern Leis, Larry Sugarman, Ted Pettet**

**Nay: none**

**Abstained: none**

- b. Consideration, discussion and action:

Cere impact on projects-Jennifer Smith's Park construction responsibilities have shifted to Kenny Evans. Discussion only. No action taken.

- c. Consideration, discussion and action:

EAC-GCCPD conflict update- Discussion only. No action taken.

- d. Consideration, discussion and action:

County request for shovel-ready housing project-**Motion by Larry Sugarman, seconded by Vern Leis to authorize Kenny to work with the County and bring back further information to the Board.**

**Motion carried 6-0**

**Aye: Jon Cline, Rich Richey, Scott Nossek, Vern Leis, Larry Sugarman, Ted Pettet**

**Nay: none**

**Abstained: none**

#### 8. REQUEST FOR THE PLACEMENT OF ITEMS OF A FUTURE AGENDA

No Discussion Permitted

#### 9. CLAIMS

Treasurer's Cash Report was approved with the Consent Agenda. See Item 3.c. above.



## 10. ADJOURNMENT

Motion by Ted Pettet, seconded by Rich Richey, to adjourn the meeting.

Motion carried 6-0

Aye: Jon Cline, Rich Richey, Scott Nossek, Vern Leis, Larry Sugarman, Ted Pettet

Nay: none

Abstained: none

Meeting adjourned by Jon Cline at 3:02 p.m.

Next meeting is scheduled for October 11, 2023, at 1:30 p.m.

Respectfully submitted,

\_\_\_\_\_  
Rich Richey, Secretary

Posted:

8-11-23 Date  
9:30PM Time  
RRS Initial

# Rim Country Education Alliance Treasurer's Cash Report

06/09/23-08/09/23

Accrual Basis

Type	Date	Num	Name	Memo	Split	Amount	Balance
10000 · Checking							19,311.87
Check	08/21/2023			Service Charge		-20.88	19,290.99
Check	09/07/2023	1139	LaR...	Field Observation Services August 2023	65060 · Bank Fees	-1,475.00	17,815.99
Deposit	09/22/2023			Deposit	46420 · Field Observation S...	4,350.00	22,165.99
Total 10000 · Checking						2,854.12	22,165.99
<b>TOTAL</b>						<b>2,854.12</b>	<b>22,165.99</b>

## CONSENT, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS CONSENT, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“**Agreement**”) is dated as of the date below (the “**Effective Date**”), by and among RIM COUNTRY EDUCATIONAL ALLIANCE SEPARATE LEGAL ENTITY, also known as RIM COUNTRY EDUCATIONAL ALLIANCE, a political subdivision of the State of Arizona (“**Fee Owner**”) and RIM COUNTRY EDUCATIONAL FOUNDATION, LLC, an Arizona limited liability company (hereinafter “**RCEF**”) having its principal office at 431 S. Beeline Hwy, Suite 1, Payson, Arizona 85541, and DW Tower, LLC (hereinafter “**DW Tower**”) having its principal office at 1603 Golf Course Road SE, Suite A4, Rio Rancho, New Mexico 87124.

### WITNESSETH:

WHEREAS, Fee Owner is the owner of that land and property located in the State of Arizona, County of Gila, commonly referred to as Parcel 304-01-375, Account: R040276, and legally described on the attached Exhibit A (the “**Property**”); and

WHEREAS, Fee Owner and RCEF are parties to that Master Lease and Lease-Lease Back Agreement dated December 12, 2019 (“**Master Lease Agreement**”), a memorandum of which was recorded December 24, 2019 as Instrument Number 2019-014149 in the Office of the County Recorder, Gila County, Arizona, granting to RCEF a leasehold interest in the entirety of the Property for a term of years commencing on December 12, 2019 and thereafter ending on December 12, 2118, subject to the right of RCEF to extend the term thereof for one additional period of not less than twenty five (25) years and not more than ninety nine (99) years, all as more particularly set forth in the Master Lease Agreement; and

WHEREAS, RCEF and DW Tower entered into that Option and Sublease Agreement dated June 12, 2023 (the “**Tower Lease**”), granting to DW Tower an option and, if exercised, a leasehold interest in a portion of the Property, which portion contains approximately 10,000 square feet with dimensions of one hundred twenty (120) feet by fifty (50) feet (the “**Premises**”) in the location set forth on the attached Exhibit B, together with non-exclusive rights of way appurtenant thereto for the use by DW Tower, its successors, assigns, and its employees, agents, invitees and customers, for ingress, egress and access to and from the Premises, together with the right to install, operate, construct and maintain above and below ground electrical, telephone and fiberoptic lines, cables, conduit, poles and appurtenant and related equipment, all as more particularly set forth herein (the “**Rights of Way**” and, collectively with the Premises, hereinafter the “**Subleased Premises**”), all as more particularly set forth in the Tower Lease; and

WHEREAS, DW Tower desires to be assured of continued occupancy of the Subleased Premises under the terms of the Tower Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Consent, Subordination of Tower Lease. Fee Owner hereby consents to the grant of the Tower Lease from RCEF to DW Tower. The Tower Lease is and will be subject and subordinate to the Master Lease Agreement insofar as it affects the real property and fixtures of which the Subleased Premises forms a part (but not DW Towers’ trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions of the Master Lease Agreement.



2. In the event the Master Lease Agreement is terminated or expires or Fee Owner succeeds to the interest of RCEF or any other landlord under the Tower Lease: (a) the Tower Lease shall remain in full force and effect as a direct lease between Fee Owner (or its successors and assigns) and DW Tower (or its successors and assigns); (b) Fee Owner agrees not to affect or disturb DW Tower's (or its successors and assigns) right to possession of the Subleased Premises and any of DW Tower's other rights under the Tower Lease so long as DW Tower is not then in default of any terms or provisions of the Tower Lease, after applicable notice and/or grace periods; and (c) Fee Owner and DW Tower hereby agree to be bound to one another under all of the terms, covenants and conditions of the Tower Lease. Accordingly, from and after any such event, Fee Owner and DW Tower will have the same remedies against one another for the breach of an agreement contained in the Tower Lease as DW Tower and RCEF had before Fee Owner succeeded to the interest of RCEF; provided, however, that Fee Owner will not be liable for any act or omission of any prior landlord (including RCEF).

3. Fee Owner understands, acknowledges and agrees that notwithstanding anything to the contrary in this Agreement or otherwise in any other document, Fee Owner will acquire no interest in any equipment, trade fixtures and/or other property installed by DW Tower on the Property or Subleased Premises. Fee Owner hereby expressly waives any interest which Fee Owner may have or acquire with respect to such equipment, trade fixtures and/or other property of DW Tower, its agents, successors, assigns or customers, now, or hereafter, located on or affixed to the Property, Subleased Premises or any portion thereof, and Fee Owner and RCEF hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property or Subleased Premises.

4. This Agreement will be binding upon and will extend to and benefit the parties hereto and their respective heirs, distributees, successors and assigns and to any assignees, subtenants or customers of DW Tower which are permitted under the Tower Lease. The term "Fee Owner" when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Property by, through or under Fee Owner, whether directly or indirectly.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK  
SIGNATURE PAGES FOLLOW**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the last signature date below.

**RCEF: RIM COUNTRY EDUCATIONAL FOUNDATION, LLC, an Arizona limited liability company**

By: \_\_\_\_\_  
Print Name: Jennifer Smith  
Its: Manager  
Date: \_\_\_\_\_

**RCEF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_, Notary Public, personally appeared JENNIFER SMITH, the Manager of RIM COUNTRY EDUCATIONAL FOUNDATION, LLC, an Arizona limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

[Notary Seal]

**DW TOWER:** DW Tower, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Dale Wilson  
Its: Managing Member  
  
Date: \_\_\_\_\_

**DW TOWER ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_, Notary Public, personally appeared Dale Wilson, the Managing Member of DW Tower, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

[Notary Seal]



**FEE OWNER:** RIM COUNTRY  
EDUCATIONAL ALLIANCE SEPARATE  
LEGAL ENTITY, also known as RIM  
COUNTRY EDUCATIONAL ALLIANCE, a  
political subdivision of the State of Arizona

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

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

Its: \_\_\_\_\_

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

**FEE OWNER ACKNOWLEDGMENT**

STATE OF ARIZONA  
COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public, duly commissioned and qualified, this day personally appeared in the State and County aforesaid the above named \_\_\_\_\_, the \_\_\_\_\_ of RIM COUNTRY EDUCATIONAL ALLIANCE SEPARATE LEGAL ENTITY, also known as RIM COUNTRY EDUCATIONAL ALLIANCE, a political subdivision of the State of Arizona. who declared that she knew the contents of the foregoing instrument, and acknowledged it to be her voluntary act and deed, in their name and in the capacity set forth above. Such person is personally known to me

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Official Signature of Notary

Notary's printed or typed name: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

OFFICIAL SEAL

**EXHIBIT A**  
**Legal Description of Property**

State of Arizona, County of Gila, commonly referred to as Parcel 304-01-375, Account: R040276 and described as:

A parcel of land located in Section 2, Township 10 North, Range 10 East, of the Gila and Salt River Base and Meridian, Gila County, Arizona more particularly described as follows:

GLO Lots 6 and 8, located in the North half of Section 2, Township 10 North, Range 10 East, of the Gila and Salt River Base and Meridian, Gila County, Arizona; and

The Southeast quarter of the Northwest quarter of Section 2, Township 10 North, Range 10 East, of the Gila and Salt River Base and Meridian, Gila County, Arizona; and

The Southwest quarter of the Northeast quarter of Section 2, Township 10 North, Range 10 East, of the Gila and Salt River Base and Meridian, Gila County, Arizona; and

The Northwest quarter of the Southeast quarter of Section 2, Township 10 North, Range 10 East, of the Gila and Salt River Base and Meridian, Gila County, Arizona; and

The Northeast quarter of the Southwest quarter of Section 2, Township 10 North, Range 10 East, of the Gila and Salt River Base and Meridian, Gila County, Arizona; and

The Northwest quarter of the Southwest quarter of Section 2, Township 10 North, Range 10 East, of the Gila and Salt River Base and Meridian, Gila County, Arizona.

Except that portion of the Northwest quarter of the Southwest quarter of Section 2, Township 10 North, Range 10 East, of the Gila and Salt River Base and Meridian, Gila County, Arizona, described as Small Tracts Act Survey No. 017, Gila County Recorders Map #215; and

Except a parcel of property intended to be used for a public roadway and public utilities located in the Southwest quarter of Section 2, Township 10 North, Range 10 East of the Gila and Salt River Base and Meridian, Gila County, Arizona more particularly described as follows:

Commencing at the West quarter corner of said Section 2;

Thence South 89°24'07" East along the East-West mid-section line of said Section 2, a distance of 25.55 feet to the True Point of Beginning;

Thence continuing South 89°24'07" East along said East-West mid-section line 96.80 feet; Thence South 00°35'53" West 8.64 feet; Thence North 88°47'46" West 36.89 feet; Thence South 01°12'14" West 684.39 feet to a point of curvature of a circular curve concave northwesterly with a radius of 530.00 feet; Thence Southwesterly along the arc of said curve 98.40 feet to a point of reverse curvature of a circular curve concave southeasterly with a radius of 470 feet; Thence Southwesterly along the arc of said curve 91.73 feet to a point of Tangency;

**Exhibit A**  
**Legal Description of Property**

Thence South 00°39'31" West 415.41 feet to a point on the South line of the Northwest quarter of the Southwest quarter of said Section 2; Thence North 89°20'58" East along the south line of said Northwest quarter of the Southwest quarter of said Section 2, a distance of 60.00 feet to the Southwest corner of said Northwest quarter of the Southwest quarter of said Section 2, said point being on the West line of said Section 2; Thence North 00°39'31" East along the West line of said Section 2 a distance of 657.00 feet to The Southwest corner of the Northwest quarter of the Northwest quarter of the Southwest quarter of said Section 2, said point also being the Southwest corner of that property described in the Small Tracts Act Survey No. 017, Map No. 215 & 215A, Gila County Recorder's Office, Gila County, Arizona; Thence South 88°21'22" East along the South line of said Northwest quarter of the Northwest quarter of the Southwest quarter of said Section 2, and along the South line of said Small Tracts Act Survey No. 017 a distance of 19.46 feet to the Southeast corner of said Small Tracts Act Survey No. 017; Thence North 01°12'14" East 640.26 feet to the Northeast corner of said Small Tracts Act Survey No. 017, said point being the True Point of Beginning; and

Except a parcel of property intended to be used for a public roadway and public utilities located in the Southeast quarter of Section 2, Township 10 North, Range 10 East, of the Gila and Salt River Base and Meridian, Gila County, Arizona more particularly described as follows: Beginning at the Southeast corner of the Northwest quarter of the Southeast quarter of said Section 2; Thence North 89°03'11" West along the South line of said Northwest quarter of the Southeast quarter of said Section 2, a distance of 240.28 feet; Thence North 64°31'15" East 268.57 feet to a point on the East line of said Northwest quarter of the Southeast quarter of said Section 2; Thence South 01°03'15" West along the East line of said Northwest quarter of the Southeast quarter of said Section 2, a distance of 119.53 feet to the True Point of Beginning.

Parcel ID 304-01-375 (Account: R040276)

This being the same property conveyed to Rim Country Educational Alliance Separate Legal Entity, a Political Subdivision of the State of Arizona from Rom Country Educational Foundation, LLC, an Arizona limited liability company in a Quit Claim Deed dated September 26, 2019 and recorded October 3, 2019 in Instrument 2019-010791 in Gila County, Arizona.



**Exhibit B**  
**Description or Depiction of Premises and Subleased Premises**

