

City of Tekoa
COUNCIL MEETING AGENDA
Monday – February 3, 2025
Meeting time –6:00 p.m.
Tekoa City Hall

I. CALL TO ORDER:

II. PLEDGE OF ALLEGIENCE:

III. ROLL CALL:

MAYOR SCHULZ:
CM DAN THOMAS:
CM MARGIE JAEGER:
CM PETE MARTIN:
CM MIKE HALE:
CM SHELLY AUSMUS:
CM DAVE TYSZ:
CM CHERI CURRIER:

IV. AGENDA MODIFICATIONS:

V. JANUARY 22, 2025, COUNCIL MEETING MINUTES:

VI. PUBLIC COMMENTS, PUBLIC HEARINGS AND CORRESPONDENCE:

A. PUBLIC COMMENTS FROM THE AUDIENCE:

B. COMMUNITY GROUP UPDATES:

VI. UNFINISHED BUSINESS:

A. ETHICS POLICY:

B. HARASSMENT POLICY:

C. TINY HOMES:

VII. NEW BUSINESS:

A. ELECTION OF MAYOR PRO TEM AND FINANCE OFFICER:

B. PINE CREEK CONSERVATION DISTRICT:

- C. PORT OF WHITMAN-KARA RIEBOLD:**
- D. COMMUNITY CLEAN UP:**
- E. CRISTY MOORE-10 YEAR LEASE REQUEST-BLDG. G:**
- F. COMMUNITY SURVEY QUESTIONS:**
- G. ADD DRUG TESTING TO THE PERSONNEL POLICY:**
- VIII. ANNOUNCEMENTS AND REPORTS:**
 - A. MAYOR'S REPORT:**
 - B. STAFF REPORT:**
 - C. COUNCIL REPORTS & COMMENTS:**
- X. APPROVAL OF VOUCHERS AND CLAIMS:**
- XI. EXECUTIVE SESSION:**
- XII. CONTINUED PUBLIC COMMENTS:**
- XIII. ADJOURNMENT:**

Next meeting – Monday, February 17, 2025 – 6:00 P.M.

City of Tekoa
COUNCIL MEETING MINUTES
Monday – January 22, 2025, 6 P.M.
Tekoa City Hall

- I. CALL TO ORDER:** Mayor Schulz called the meeting to order at 6:01 P.M.
- II. PLEDGE OF ALLEGIANCE:** Mayor Schulz led in the Pledge of Allegiance.
- III. ROLL CALL:**

MAYOR SCHULZ: Present.

CM MARGIE JAEGER: Present.

CM PETE MARTIN: Present.

CM MIKE HALE: Absent due to illness. CM Ausmus moved to excuse Mike Hale's second absence due to illness. CM Martin seconded the motion. The motion passed unanimously.

CM SHELLY AUSMUS: Present.

CM DAVE TYSZ: Present.

CM CHERI CURRIER: Present.

- IV. INTERVIEW AND APPOINT NEW COUNCIL MEMBER/EXECUTIVE SESSION:**

Mayor Schulz called for a 5-minute executive session at 6:04 P.M. to discuss the questions for the council member interviews. Mayor Schulz ended the executive session at 6:09 P.M. The interviews commenced in the following order:

Brad Chandler: Brad let the council know he has been in Tekoa for a long time and in Whitman County his whole life and he wants to give back to the community. He has worked at many levels of government and is familiar with the processes therein. He worked on theoretical boards in the navy and has been part of several local clubs and has often worked as treasurer in such. Brad is currently on the Unfit Buildings Committee and is willing to commit the time to committee work. Brad explained that he speaks up about his opinions and he also believes talking the issues out leads to viable solutions. Brad thinks Tekoa's biggest strength is in being small and having community loyalty-which can be both Tekoa's biggest advantage and a disadvantage. He believes Tekoa really needs a stronger economic base, and he wants to figure out how to grow our business base by using different methods or using a better plan.

Reid Smith: Reid is from Florida and the Air Force brought him to Spokane. He retired from the Air Force and considers Tekoa and the northwest home. He and his wife are an active part of the community and want to help the community become even better. Reid has been through several leadership courses and volunteered with church overseeing youth groups. He and Kathy participate in, and their family believes in, being involved in the community. He is very willing to volunteer on committees and was in firefighting volunteerism for 15 years. He and his wife want to help Tekoa grow in tourism, Empire Theatre, Slippery Gulch, etc. Reid feels comfortable expressing his opinion. He went through conflict resolution training in the Air Force. He sees the camaraderie of the community as Tekoa's biggest strength. He believes Tekoa can be a destination city. In terms of improvement, Reid thinks that making Tekoa a safe place, having activities all ages can be involved with, and giving people reason to stop here is needed. Reid wants people to know he is invested in helping Tekoa grow.

Dan Thomas: Dan would like to serve on the council as he has lived in Tekoa his whole life and he wants to see if he can help improve Tekoa. Dan has farmed and now works for Whitman County, so he brings this experience to Tekoa. He volunteered in years past and would be willing to serve on council committees or be a liaison to a community group. Dan would like to serve in different areas and become more well-rounded. He is interested in helping people. Dan explained that as he is getting older, he has more of an opinion and is willing to express that while listening to others. One of the strengths of Tekoa is that basic services are available. He would be up for building tourism. Dan would like to improve in being business friendly. He would like to revisit the building permitting process.

Mayor Schulz called an executive session to discuss candidate qualifications for 10 minutes at 6:29 p.m. The mayor called executive session at 6:39 P.M. and expressed his appreciation for the candidates. CM Ausmus explained Executive Session is private, and council members are not allowed to speak about what happens in executive session.

The council voted as follows:

CM Martin- Dan Thomas

CM Ausmus-Reid Smith

CM Tysz-Dan Thomas

CM Currier-Dan Thomas

CM Jaeger-Dan Thomas

Dan Thomas was sworn in as the new council member for Tekoa City Council Position 1 by the clerk-treasurer.

- V. **AGENDA MODIFICATIONS:** CM Martin asked to add a 3-person budget committee to the agenda. This will be added at the end of "NEW BUSINESS".
- VI. **JANUARY 6, 2025, COUNCIL MEETING MINUTES:** CM Ausmus moved to approve January 6, 2025, minutes. CM Martin seconded the motion, and the motion passed unanimously.
- VII. **PUBLIC COMMENTS, PUBLIC HEARINGS AND CORRESPONDENCE:**
 - A. **PUBLIC COMMENTS FROM THE AUDIENCE:** Nikki Hughes introduced herself as the new deputy clerk treasurer. She is enjoying the position, not having to commute, and her colleagues. The council welcomed her.
 - B. **COMMUNITY GROUP UPDATES:** Reid Smith reported that the Empire Theatre roof was supposed to be repaired Sunday. It appeared that there were previous repairs. Steven Thomas let the community know that the ambulance has been making a concerted effort to answer all the calls from Tekoa. EMT classes have started, and three people are taking those classes.
- VIII. **UNFINISHED BUSINESS:**
 - A. **ETHICS POLICY:** Atty. Hanson is absent due to a death in the family.
 - B. **HARASSMENT POLICY:** Atty. Hanson is absent due to a death in the family.
 - C. **TINY HOMES:** Atty. Hanson is absent due to a death in the family. The mayor invited the council to come up with a base tiny home policy. CM Currier commented on the tiny home between here and Oakesdale and how well that is done. It was commented that the county has newly adopted Tiny Home guidelines, and the council is interested in going over them. There was discussion.

IX. NEW BUSINESS:

A. AIRLINE PILOTS' ASSOCIATION: Postponed.

B. ORDINANCE 902: 2025 BUDGET AMENDMENT: Clerk Evans-Teague explained this is to move the water and sewer utility taxes collected in Dec. 2024 to the Current Expense Fund. CM Tysz moved to accept Ordinance 902. CM Jaeger seconded the motion. The motion passed unanimously.

C. PUBLIC WORKS-PROJECT LIST: Steven Thomas went over the projects that he is aware of and that need attention, primarily for water and sewer. He mentioned "bottlenecks" in town that need the services to be separated appropriately and some of which may need outside contractors. There was discussion. CM Tysz suggested we have Century West look at the line on Broadway that needs to be replaced to hopefully take advantage of infrastructure dollar that may be available. There was discussion re: alleys and potholes. CM Tysz asked about the beaver dam. Steve commented on his 3-month report. Steven would like to add random drug testing to the personnel policy manual. He would like the council to look over his suggested addition to the policy. There was discussion. It will be submitted to Atty. Hanson to review.

D. CITY HALL DUMPSTER: CM Tysz stated he has used the city dumpster quite a bit for 30 years. He would like to have it available for excess garbage for the community and stated there are those in the community who would like it to be opened again. There was discussion. The mayor explained his stance that access to the dumpster falls right under the gifting of public funds. The city pays for the dumpster to be emptied. There was discussion about options for dumping. CM Currier stated she doesn't want to see people abuse it. CM Ausmus suggested keeping only the extra-large dumpster once a year for community clean-up. CM Jaeger suggested opening it up on Tuesdays and closing it at the end of the day. There was discussion. CM Tysz moved to open the dumpster on Tuesdays. CM Jaeger seconded the motion. There was discussion about a trial basis. CM Tysz, Jaeger, Martin, Thomas and Currier voted yes. CM Ausmus voted no. She would like to see if the April clean-up meets the need. The motion passed.

E. BUDGET COMMITTEE: CM Martin would like to see a budget committee formed to oversee the budget. He moved to establish a budget committee of three. CM Ausmus seconded the motion. CM Tysz suggested the financial officer should be on the committee. There was extended discussion. The motion passed unanimously. CM Tysz, Currier and Thomas volunteered.

X. ANNOUNCEMENTS AND REPORTS:

A. MAYOR'S REPORT: Mayor Schulz let the council know it costs about \$500 each time the streets are applied with mag chloride. The sink and shower at the sewer plant lab have been repaired. Steven and Jess have been working on their certifications for sewer and water, respectively. There were about two dozen people at the community meeting about the sewer plant project. Port of Whitman had a quarterly economic meeting, and he was able to talk with a representative with Patty Murray's office re: the sewer plant. He is going to Olympia tomorrow to meet with our legislators about financial help for the new sewer plant and public records laws. He will report back at the next meeting.

B. STAFF REPORT: Clerk/Treasurer Evans-Teague reported the city is still mid-stream in the audit. Corrections should conclude Feb. 6, 2025, then the SAO will issue their opinion on the audit. Stephen Thomas gave a three-month overview of the activities of the public works. There was discussion about cross-connection certification.

C. COUNCIL REPORTS & COMMENTS: CM Currier mentioned that on the corner of Water St. and Hwy. 27, the tansy needs to be addressed. The mayor will find out who owns it and see if it can be sprayed. CM Currier will volunteer to plant trees there, if the owner is amenable. There was discussion. CM Martin has talked with the Port of Whitman re: the golf course, but the golf course board wants to replace the building, and the POW wants to work with the current building. CM Martin will report on this at the next meeting. CM Ausmus reported the Park and Rec. Dept. is having their community meeting on January 28th at 6 P.M. She also mentioned clean-up week in the spring. She will find out the dates for the next meeting.

XI. APPROVAL OF VOUCHERS AND CLAIMS: CM Ausmus moved to accept EFT payroll and vouchers #17600-17614 in the amount of \$51,567.96 and EFT payroll and vouchers #17615-17666 in the amount of \$59,402.49. CM Martin seconded the motion, and the motion passed unanimously.

XII. CONTINUED PUBLIC COMMENTS: Brad Chandler reported that Northeastern Whitman Co. is non-inclusionary in the county plan for tiny homes, so none of their guidelines apply to us. There was discussion. He reminded the council that they had passed having one tiny home per lot several months ago. He commented on the city adopting a drug testing policy.

XIII. EXECUTIVE SESSION: Mayor Schulz called Executive Session at 8:27 P.M. for 10 minutes to discuss a pending legal matter. The mayor ended the Executive Session at 8:28 P.M. CM Tysz moved to pay settlement costs to Eric Hood for the public records suit. CM Ausmus seconded the motion, and the motion passed unanimously.

XIV. ADJOURNMENT: CM Ausmus moved to adjourn the meeting. CM Jaeger seconded the motion. The motion passed unanimously. Mayor Schulz adjourned the meeting at 8:42 P.M.

APPROVED:

Roy Schulz - Mayor

ATTEST:

Eliza M. Evans-Teague - Clerk/Treasurer

GROUND LEASE

Reference No. of related documents: None.

Lessor: City of Tekoa

Lessee: Cristy Moore

Legal Description:

1. Pt. of the N. ½ of Sec. 17, T. 20, N., R. 46 E., W.M., Whitman County, Washington.

121 Stateline Road – Building G

GROUND LEASE for airport hangar building by and between:

LESSOR: City of Tekoa, Washington, a municipal corporation organized under the laws of Washington, hereinafter “TEKOA”,

and

LESSEE: Cristy Moore hereinafter “LESSEE”.

PREMISES:

- A.** TEKOA owns and operates a municipal airport. LESSEE desires to lease from TEKOA a parcel of ground adjacent to the runway of the airport for the location of an aircraft hangar building.
- B.** TEKOA is willing to lease the ground to LESSEE, subject to the terms and conditions set forth below.

Now, therefore, in consideration of these premises, and in and for consideration of the terms and conditions set forth below, TEKOA leases to LESSEE, and LESSEE leases Ground Lease

from TEKOA, that particular tract of real estate described on the attached EXHIBIT "A", which by this reference is incorporated as part of this lease.

TERMS AND CONDITIONS

1. **Term.** The initial term of this lease shall be from the date of this lease through November 30, 2027, a period of 3 years. Thereafter, unless terminated by either party upon written notice to the other at least sixty (60) days before the expiration of the initial term, this lease shall automatically renew for an additional three (3) years until terminated by either party upon written notice to the other at least sixty (60) days before the expiration of the final year; provided, such renewal(s) shall be subject to the parties' mutual, written agreement as to any increase(s) in rent, to be adjusted every ten (10) years and determined by an average of the most current ten (10) US Consumer Price Indexes, as may be provided in Section 3, below.

2. **Possession.** LESSEE shall be entitled to exclusive possession of the property at all times during the initial and any renewal term of this lease.

3. **Rent.** LESSEE shall pay monthly rent to TEKOA for the use of the property. The rent shall be due and payable each month in advance, not later than the 5th day of each successive month during the term of this lease, beginning November 2024. All rent shall be paid and delivered to the TEKOA City Clerk at PO Box 927, Tekoa, Washington, 99033. Alternatively, the rent may be delivered personally to the City Clerk at the TEKOA City Hall during business hours.

The rent shall be:

\$30.00 per month @ \$0.015 per square foot x 2000 sq. ft. for Building G.

4. **Use of Property.** Except as may otherwise be agreed to in writing from time-to-time between the parties, LESSEE shall use the property only for the following purposes: aircraft hangar to store and maintain personal aircraft

5. **Right to Use Common Areas.** The LESSEE shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate and maintain, subject to TEKOA's approval in the interest of the safety and convenience of all concerned, all necessary equipment for the safe hangaring of any aircraft to be kept on the property by LESSEE; the right of ingress and egress from the property; and the right in common with other authorized persons to use the common areas of the airport, including runways, taxiways, aprons, roadways, and other facilities for the take-off and landing of aircraft.

6. **Laws and Regulations.** The LESSEE agrees to observe and obey during the term of this lease, all laws, ordinances, rules and regulations promulgated and enforced by TEKOA, and by other proper authority having jurisdiction over the conduct of operations at the airport.

7. **Hold Harmless.** The LESSEE agrees to hold TEKOA free and harmless from loss from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of LESSEE, his agents or employees, and from all loss or damages by reason of such acts or omissions.

8. **Insurance.** At all times during the term of this lease (and any renewals thereof), LESSEE shall maintain in full force and effect a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in the State of Washington and shall provide public liability coverage in an amount at least equal to \$1,000,000 per person per occurrence for injury or death; and \$500,000 for Ground Lease

damage or property loss per occurrence. LESSEE shall deliver proof of insurance to TEKOA each time the policy is issued or renewed. The cancellation or other termination of the insurance policy shall automatically terminate the lease, unless a replacement policy issued in compliance with this section has been issued and is in force at the time of such cancellation or termination.

9. Limitation on Hazardous Substances. LESSEE agrees that he shall not place, store, manufacture or dispose of any hazardous or toxic waste or substance in, on or under the premises during the term of this lease; provided, however, this provision shall not apply to materials or substances used in the ordinary course of any business operations for which LESSEE may use the property as provided in Section 4, above, provided such material and substances are stored, maintained and disposed of in accordance with all applicable federal, State and local laws, rules and regulations. As used herein the term “hazardous or toxic waste or substances” includes without limitation, asbestos, lead, cyanide, DDT, PCBs, printing inks, pesticides, petroleum based products, paints and solvents, dangerous chemical compounds and other similar substances designated by state or federal law or by practice as a hazardous or toxic waste or substance.

10. Indemnification of TEKOA. LESSEE agrees to indemnify TEKOA against any and all liability for injuries to persons or damage to property caused by LESSEE’s use or occupancy of the leased premises or any other airport facilities; provided, however, that LESSEE shall not be liable for any injury, damage or loss occasioned by the negligence of TEKOA or its agents or employees; and provided further that TEKOA shall give to LESSEE prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect

Ground Lease

LESSEE. LESSEE shall have the right to compromise and defend the suit to the extent of its own interest.

11. Default. The LESSEE shall be deemed in default upon:

- (A) Failure to pay rent within thirty (30) days after due date.
- (B) The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or any arrangement.
- (C) The commencement of a proceeding for dissolution or for the appointment of a receiver.
- (D) The making of any assignment for the benefit of creditors.
- (E) Violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty (30) days.

Default by the LESSEE shall authorize TEKOA, at its option and without legal proceedings, to declare this lease void, cancel the same, and, upon not less than three days prior, written notice to LESSEE of the termination, to re-enter and take possession of the premises. Such notice shall be delivered to LESSEE in person or by mail, or both. If mailed, the notice shall be considered to have been received by LESSEE three days after it is postmarked.

12. Surrender of Possession.

- (A) On the expiration or termination of this lease, LESSEE's rights to use the premises, facilities and services described in this lease shall cease, and LESSEE shall vacate the premises without unreasonable delay.

(B) Except as otherwise provided in this lease, all buildings, hangers, structures, fixtures, improvements, equipment, and other property bought, installed, erected, or placed by LESSEE in, on or about the airport and premises lease, including, but not limited to, storage tanks, pipes, pumps, wires, poles, machinery, and air conditioning equipment, shall be deemed to be personal property and shall remain the property of LESSEE. LESSEE shall have the right at any time during the term of this lease, or any renewal or extension, and for any additional period of ninety (90) days after the expiration or other termination of this lease, to remove any or all such property from the airport, subject, however to LESSEE's obligations to repair all damage, if any, resulting from such removal. Any and all property not removed by LESSEE prior to the expiration of the above-stated ninety (90) day period shall become a part of the land on which it is located and title to the property shall vest in TEKOA.

13. Maintenance of Structures. The LESSEE shall maintain the premises (including all structures located thereon) in good order, free of garbage, trash, and derelict or discarded machinery, vehicles, and shall make such repairs to the premises as may be necessary for the safe use thereof. In the event of fire or any other casualty to structures owned by the LESSEE, the LESSEE shall either repair or replace the damaged structure or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within sixty (60) days of the date the damage occurred. Upon petition by the LESSEE, TEKOA may grant an extension of time if it appears such extension is warranted.

14. Right to Inspect. TEKOA shall have the right, but not a duty, to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this lease.

15. Taxes and Assessments.

Lessor shall pay all real estate property taxes against the premises during the term of this lease. Lessee shall pay all personal property taxes assessed against all furnishings, equipment, fixtures, inventory, and other property of Lessee on the premises and all leasehold improvements made by Lessee and all permits, licenses, and other fees and charges relating to the conduct of Lessee's business, and performance of Lessee's obligations hereunder. In addition, if any sales, use, business and occupation, or other similar excise tax upon or measured by the rent payable under this lease is levied upon or becomes payable by Lessor, then Lessee shall pay Lessor the amount thereof as additional rent, payable in equal, monthly installments amortized over the number of months remaining in the lease year beginning on the month such sum is first levied or becomes payable by Lessor.

16. Signs. The LESSEE agrees that no signs or advertising matter may be erected without the consent of TEKOA.

17. Lease Transfer, Assignment and Subletting. The rights and obligations of this lease shall run to and be binding upon each respective party's personal representatives, heirs, assigns, and successors. At no time shall LESSEE assign any part of this agreement, nor shall LESSEE sublet any part of the property without TEKOA's prior, written consent; provided, such consent shall not be arbitrarily or capriciously delayed or denied, but shall be given upon TEKOA's reasonable satisfaction that the
Ground Lease

proposed assignee or sublessee is financially responsible and does not intend to use the property for any use other than that permitted under the terms of this agreement. Any such assignment or sublease which TEKOA may consent to shall be subject to a ONE HUNDRED DOLLAR (\$100.00) transfer fee, payable to TEKOA.

18. Airport Development. TEKOA reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the LESSEE, and without LESSEE's interference or hindrance. If the development of the airport requires the relocation of the LESSEE, TEKOA agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the LESSEE at no cost to the LESSEE.

19. Subordination Clause. This lease shall be subordinate to the provisions of any existing or future agreement between TEKOA and the United States of America or the State of Washington relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Washington.

20. Notices. Notices provided for in this lease shall be sufficient if sent by certified mail, postage prepaid, to the following addresses:

TEKOA: P.O. Box 927, Tekoa, WA 99033

LESSEE: _____

21. Governing Law. This lease shall be governed by, construed and enforced in accordance with the laws of the State of Washington.

22. **Severability.** Any covenant, condition or provision of this lease that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this lease. Such deletion shall in no way affect any other covenant, condition or provision of this lease, provided the deletion does not materially prejudice TEKOA or LESSEE in its respective rights and obligations contained in the remaining covenants, conditions or provisions of this lease.

23. **Attorney Fees.** In the event any action is filed in relation to this lease, the prevailing party's reasonable attorney's fees and costs of suit shall be paid by the other party.

24. **Entire Lease.** This lease constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this lease shall not be binding on either party except to the extent incorporated in this lease.

25. **Modification of Lease.** Any modification of this lease or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties have hereto set their hand and seals this _____ day of _____ 2_____.

CITY OF TEKOA:

By: _____
Mayor

Attest: _____
Clerk

LESSEE:

By: _____

(Print Name) _____

(Title) _____

PERSONNEL POLICIES

CITY OF TEKOA

8.12.5 RANDOM DRUG TESTING

All employees shall be subjected to pre-employment and random drug testing. Drug screens shall be given by third party drug screening service of the City choosing. All drug testing shall be required within 24 hours of sections (b), (c), (d) and (e). The City of Tekoa reserves the right to require a drug test be done for the following reasons.

- (a) A pre-employment drug screen for all new hires who are seeking long term employment longer than six months.
- (b) The mayor or supervising staff have a specific, Objective grounds that the employee's work performance is impaired due to the presence of alcohol or other controlled substances.
- (c) While on duty the employee is involved in a vehicle accident whether it may be a car, truck, or heavy equipment.
- (d) While on duty the employee is involved in a incident causing injury to themselves or others that requires medical attention.
- (e) Displays abnormal behavior that may cause harm to themselves, other employees or the general public.
- (f) Conditions listed in section 8.12 of the personnel policy for drug free workplace.