

**City of Tekoa**  
**COUNCIL MEETING AGENDA**  
***Monday – September 23, 2024***  
*Meeting time –6:00 p.m.*  
*Tekoa City Hall*

- I. CALL TO ORDER:**
- II. PLEDGE OF ALLEGIENCE:**
- III. ROLL CALL:**
  - MAYOR SCHULZ:**
  - CM MANDI PRINCE:**
  - CM MARGIE JAEGER:**
  - CM PETE MARTIN:**
  - CM MIKE HALE:**
  - CM SHELLY AUSMUS:**
  - CM DAVE TYSZ:**
  - CM LYDIA FLETCHER:**
- IV. AGENDA MODIFICATIONS:**
- V. SEPTEMBER 9, 2024, COUNCIL MEETING MINUTES:**
- VI. PUBLIC COMMENTS, PUBLIC HEARINGS AND CORRESPONDENCE:**
  - A. PUBLIC COMMENTS FROM THE AUDIENCE:**
  - B. COMMUNITY GROUP UPDATES:**
- VII. UNFINISHED BUSINESS:**
  - A. CARGO CONTAINER ORDINANCE PROPOSAL:**
  - B. WATER METER ORDINANCE CLARIFICATION:**
- VIII. NEW BUSINESS:**
  - A. TRIPLE D CENTENNIAL FARMS SANITARY EASEMENT:**
  - B. APPROVE CENTURY WEST WWTP PLANNING EXPENSE:**
  - B. JUB: TIM IKE: APPROVE WSDOT GRANT AWARD FOR WILLARD FIELD:**
  - C. ORDINANCE 894: BUDGET AMENDMENT & CREATION OF FUND:**

**IX. ANNOUNCEMENTS AND REPORTS:**

**A. MAYOR'S REPORT:**

**B. STAFF REPORT:**

**D. COUNCIL REPORTS:**

**X. MAYOR AND COUNCIL NEW BUSINESS AND NEW INITIATIVES:**

**XI. APPROVAL OF VOUCHERS AND CLAIMS:**

**XII. EXECUTIVE SESSION:**

**XIII. CONTINUED PUBLIC COMMENTS:**

**XIV. ADJOURNMENT:**

**Next meeting – Monday, October 7, 2024 – 6:00 P.M.**

**City of Tekoa**  
**COUNCIL MEETING MINUTES**  
**Monday – September 9, 2024, 6 P.M.**  
**Tekoa City Hall**

- I. **CALL TO ORDER:** Mayor Schulz called the meeting to order at 6:04 P.M.
- II. **PLEDGE OF ALLEGIENCE:** Mayor Schulz led in the Pledge of Allegiance.
- III. **ROLL CALL:**  
Mayor Schulz: Present.  
CM Prince: Absent.  
CM Jaeger: Present.  
CM Martin: Martin.  
CM Hale: Present.  
CM. Ausmus: Present.  
CM Tysz: Present.  
CM Fletcher: Present.
- IV. **AGENDA MODIFICATIONS:** Mayor Schulz added the METER INCIDENT REPORT through unanimous vote by the council., An EXECUTIVE SESSION was added through the affirmative vote of CM Tysz, Martin, Ausmus and Jaeger and negative vote of CM Hale and Fletcher.
- V. **AUGUST 19, 2024, COUNCIL MEETING MINUTES:** CM Jaeger read a statement about why she would not support the council meeting minutes in section VII, item G, and wants the sentence, “He also clarified the process he has been walking through with Dana Wilkinson.” stricken from the minutes, as she did not feel the mayor had walked through the process with Dana. CM Ausmus objected to the wording of Section IV. She would like to add the word “negatively” to the wording of the statement re: her stance on the minutes. Mayor Schulz responded to these statements by saying they were about semantics. There was discussion re: the minutes. Mayor Schulz clarified that CM Jaeger would like to remove the aforementioned sentence. CM Fletcher and Hale voted No on CM Jaeger’s request. CM Martin, Jaeger, Ausmus and Tysz voted yes to remove the sentence, and the vote passed. The mayor clarified CM Ausmus’ request to add the word, “negatively” to her statement. CM Martin, Ausmus, Jaeger and Tysz voted yes. CM Hale voted no. CM Fletcher abstained. The vote passed. CM Tysz moved to accept the August 19, 2024, minutes as amended. CM Martin seconded the motion, and the motion passed unanimously.
- VI. **PUBLIC COMMENTS, PUBLIC HEARINGS AND CORRESPONDENCE:**
- A. **PUBLIC COMMENTS FROM THE AUDIENCE:** Steve Haxton, addressing two meetings ago during the discussion re: containers inquired about CM Ausmus’ comments re: containers. There was discussion about Steve enforcing the ordinance re: containers. Steve Haxton defined his duties vs. that of an enforcement officer.
- B. **BRAD CHANDLER:** Brad Chandler gathered data re: the economic demographics of Tekoa vs. the rest of the county. Tekoa has had a 0% growth rate since 2021 with a significant poverty rate. He gave many statistics re: the need for Tekoa to grow and urged the council to plan for growth so the city does not decline.

- C. **TODD JENSEN:** Todd Jensen asked about CONEX papers. Clerk Evans-Teague will put the paper in the packets for the next meeting.
- D. **PUBLIC HEARING: WIFIBER FRANCHISE AGREEMENT: ORDINANCE 893:** Shane Monroy asked the city to approve the franchise agreement and answered questions. He explained that Avista will place WiFiber lines with their lines. CM Martin clarified that there is no cost or liability to the city. Shane Monroy clarified the approximate percentage of people in Tekoa using WiFiber. CM Ausmus asked Shane to clarify why WiFiber needs an agreement now. Shane clarified using the utility right-of-ways in the city. Before broadband fiber, everything was wireless. He also explained this agreement would speed up the process of installation for customers. CM Ausmus moved to accept the franchise agreement. CM Hale seconded the motion, and the motion passed unanimously.
- E. **COMMUNITY GROUP UPDATES:** CM Ausmus announced that Sydney Hatch will be the new library manager, and the library needs a permanent substitute on Tuesdays.
- F. **METER INCIDENT REPORT:** Mike Bogenreif, code enforcement officer, reported on the meter ordinance matter. He said it was clear that there was a violation of the ordinance. He also said the employees followed the ordinance. He reported there were two crimes that had been committed. He explained that WA state law trumps city law. He explained the level of crime is decided by the prosecutor. His opinion is that it has taken the city too long to address this issue. He recommended “wiping the slate clean” due to the length of time passed. CM Ausmus asked for all documentation related to the matter to be shown to the council. The mayor explained he got the report today and will share that with the council. There was a discussion.

## VII. UNFINISHED BUSINESS:

- A. **CARGO CONTAINER ORDINANCE PROPOSAL:** CM Ausmus directed everyone to the ordinance proposals in the packet. She explained there was one ordinance for each zone type and read through the ordinance. There was discussion about the particulars of the different items in the proposed ordinance. Steve Haxton commented as a citizen on several points of the proposed ordinance. CM Hale asked about grandfathering-in the existing containers in town. Reid Smith commented on how the container issue came into existence, and he mentioned dilapidated sheds around town and how the council is treating them. He also expressed concerns about stacking containers up to 35 feet high. He suggested limiting them to one unit high. There was discussion.
- B. **ALLEY IMPROVEMENT:** None.
- C. **CRISTY MOORE--HANGAR LEASE:** CM Hale explained the changes proposed in the new lease for Cristy Moore. The terms are a 30-year lease with a 30-year extension with 10 -year CPI adjustments. CM Martin moved to accept the new lease terms. CM Hale seconded the motion, and the motion passed unanimously.

## VIII. NEW BUSINESS:

- A. **SHANE MONROY: VARIANCE REQUEST:** Shane Monroy requested a variance to build to the property line on the south side of his commercial lot. There was discussion. CM Ausmus clarified there are no utilities within the footprint of the building. CM Ausmus moved to approve the variance for Shane Monroy to build to the property on the south side of his commercial building (Tobra) pending written approval from the neighbor, Joyce Mills, to the south of the commercial lot. CM Hale seconded the motion, and the motion passed unanimously.

- B. **WATER METER ORDINANCE CLARIFICATION:** CM Ausmus would like to add some words to clarify Code 2.22.190 to include written and photo documentation. Steven Thomas spoke to some of the issues that the proposed language could create. There was discussion. This will be revisited at the next meeting. There were questions about water liens and options. There was a question by Todd Jensen re: concrete blocks as part of the lien process and the mayor responded there were no plans for using them. There was discussion about making objective processes going forward.
- C. **EXECUTIVE SESSION:** CM Tysz would like to put on the agenda to refine conflicts of interest in the ethics section of the policies and procedures. The council would like to go to executive session at the next meeting.

**IX. ANNOUNCEMENTS AND REPORTS:**

- A. **MAYOR'S REPORT:** The mayor is keeping the original findings in the Dana Wilkinson meter tampering case. He will work out a payment plan with her if she will work with him. The mayor presented the particulars of the Dana Wilkinson case. There was disagreement about payment plan terms.
- B. **STAFF REPORT:** None.
- D. **COUNCIL REPORTS:** CM Hale is still waiting for the Dept. of Transportation's decision about whether they will still fund the airport project. CM Martin reported the storybook posts project placement still needs to be worked out with Parks and Rec.; then public works will help install them.

**X. MAYOR AND COUNCIL NEW BUSINESS AND NEW INITIATIVES:** None.

**XI. APPROVAL OF VOUCHERS AND CLAIMS:** None.

**XII. CONTINUED PUBLIC COMMENTS:** Steve Haxton commented on serial shut-off issues and that there can be issues with the meter setter that require a lot of work. Steven Thomas showed the council a model of the meter and the setter assembly. CM Ausmus wants to make sure residents have due process.

**XII. ADJOURNMENT:** CM Fletcher moved to adjourn the meeting. C. Hale seconded the motion. Mayor Schulz adjourned the meeting at 7:59 P.M.

**APPROVED:**

\_\_\_\_\_  
Roy Schulz - Mayor

**ATTEST:**

\_\_\_\_\_  
Eliza M. Evans-Teague - Clerk/Treasurer



**Century West Engineering Corporation**  
5500 Meadows Road, Suite 250  
Lake Oswego, OR 97035  
503-419-2130

Tekoa, City of  
Eliza Evans-Teague  
PO Box 927  
Tekoa, WA 99033

Invoice number 248519  
Date 06/28/2024  
Project 30393.041.01 WASTEWATER FACILITIES PLAN

For Professional Services Rendered Through 06/28/2024

**Invoice Summary**

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
<b>3000 EXPENSES</b>	1,326.60	0.00	0.00	0.00
<b>1100 SITE SURVEY</b>	6,856.00	0.00	0.00	0.00
<b>2000 DATA COLLECTION AND ANALYSIS</b>	43,352.56	664.01	828.12	164.11
<b>2100 DRAFT REPORT GENERATION</b>	45,275.28	0.00	0.00	0.00
<b>2300 FINAL REPORT GENERATION</b>	45,275.28	0.00	0.00	0.00
<b>5000 MEETINGS AND COORDINATION</b>	7,914.28	1,244.80	2,486.03	1,241.23
<b>Total</b>	<b>150,000.00</b>	<b>1,908.81</b>	<b>3,314.15</b>	<b>1,405.34</b>

**Professional Fees**

	Hours	Rate	Billed Amount
EIT - Engineer in Training Jacalyn Schubring 188 Engineer-In-Training I	1.75	117.9955	206.49
Project Coordinator/Clerical II Renee L. Stiehl 117 Project Coordinator/Clerical/Assistant I	0.50	115.8142	57.91
Senior Project Manager Lenox Bramble 102 Senior Project Manager	1.00 2.00 0.50 0.50	212.3957	212.40 424.79 106.20 106.20
Subtotal	4.00		849.59
Subtotal	4.00		849.59
Vice President Matthew Morkert 163 Vice President	1.00	291.3463	291.35
<b>Professional Fees subtotal</b>	<b>7.25</b>		<b>1,405.34</b>



E N G I N E E R I N G

Tekoa, City of  
Project 30393.041.01 WASTEWATER FACILITIES PLAN

Invoice number 248519  
Date 06/28/2024

Invoice total 1,405.34

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
245738	11/25/2022	646.79					646.79
245854	12/30/2022	333.97					333.97
248169	04/26/2024	609.45			609.45		
248344	05/31/2024	318.60		318.60			
248519	06/28/2024	1,405.34	1,405.34				
	Total	3,314.15	1,405.34	318.60	609.45	0.00	980.76

Approved by:

Lenox Bramble  
Senior Project Manager

Remit Payment To:  
5500 Meadows Road, Suite 250  
Lake Oswego, OR 97035

Payments Are Due Within 30 Days Of Invoice Date  
All Late Payments Are Subject To A 1.5% Service Charge  
Questions? Contact Rocky at [RBrooks@centurywest.com](mailto:RBrooks@centurywest.com)



**Washington State  
Department of Transportation**

Aviation Division  
7702 Terminal St SW  
Tumwater, WA 98501  
360-709-8015 / FAX: 360-709-8009  
Toll Free: 1-800-552-0666  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

September 19, 2024

The Honorable Roy Schultz  
Mayor  
City of Tekoa  
419 Washington Street  
Tekoa, Washington 99033

Re: Airport Aid Grant Offer GCC 1053 / Willard Field / \$693,235.13

Dear Mayor Schultz:

Each year Washington State Department of Transportation (WSDOT) Aviation's Airport Aid Program provides crucial financial assistance to many of Washington State's public use airports to address pavement, safety, planning, maintenance, runway safety and security needs. We would like to take this opportunity to congratulate the City of Tekoa (herein called the "Sponsor") on your Airport Aid grant award.

WHEREAS, the Sponsor has submitted to WSDOT Aviation an Airport Aid Application (herein called the "Application") dated April 17, 2024, for a grant of state funds for a project at or associated with Willard Field (herein called the "Airport") which Application, as approved by WSDOT Aviation, is hereby incorporated herein and made a part hereof; and

WHEREAS, WSDOT Aviation has approved a project for the Airport (herein called the "Project") consisting of the following:

- Runway 4/22 Pavement Rehabilitation, including eligible items as of June 1, 2024; all as more particularly described in the Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of RCW 47.68.090, *Aid to municipalities, Indian tribes, persons*, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to Washington State and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, WSDOT Aviation, for and on behalf of the State of Washington, hereby offers and agrees to pay, as the state's share of the allowable costs incurred in accomplishing the Project, ninety-five (95) percent of all allowable Project costs, up to a maximum amount of \$693,235.13.



This Offer is made on and subject to the following terms and conditions:

- 1) The maximum obligation of the State of Washington payable under this Offer shall be Six Hundred Ninety-three Thousand Two Hundred Thirty-five Dollars and Thirteen Cents (\$693,235.13).
- 2) The allowable costs of the project shall not include any costs determined by WSDOT Aviation to be ineligible.
- 3) Payment of the state's share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe.
- 4) The Sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe and agrees to comply with the assurances which were made part of the Application.
- 5) WSDOT Aviation reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
- 6) This offer shall expire, and State of Washington shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before Friday, September 27, 2024, or such subsequent date as may be prescribed in writing by WSDOT Aviation.
- 7) The State of Washington shall not be responsible or liable for damage to property or injury which may arise from, or be incident to, compliance with the grant agreement.
- 8) WSDOT Aviation reserves the right to terminate the agreement at any time because of legal matters detrimental to the state or the local government, insufficient funds held by WSDOT Aviation to complete the Project, or by mutual consent between the City of Tekoa and WSDOT Aviation. WSDOT Aviation will be responsible only for the state's proportionate share of the actual Project costs incurred at the time of any such termination.

If you accept this allocation, you will be required to supply WSDOT Aviation with monthly copies of billings and costs for this Project. Failure to supply these copies may slow down and possibly jeopardize your reimbursement. WSDOT Aviation must be able to review your records on this Project at any time for future audit purposes.

WSDOT Aviation expects the project to be completed by the date indicated on the submitted project schedule. Any modifications to the schedule will need to be submitted to WSDOT Aviation with an explanation and schedule revision. All modifications must be approved by WSDOT Aviation in writing prior to making any changes. The Washington State Legislature has appropriated funding for WSDOT's Airport Aid Program for the 2023 – 2025 biennium ending on June 30, 2025. Any airport's failure to complete a project in a timely manner potentially affects funding of the entire Washington State aviation system.


Honorable Roy Schultz  
City of Tekoa  
September 19, 2024  
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The airport must remain open for the expected life of Twenty (20) years, otherwise 100% of the grant funding must be returned within Thirty (30) days of closure, sale or discontinuance of service.

The Sponsor's acceptance of this Offer and ratification and adoption of the Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereafter provided, and this Offer and Acceptance shall comprise an agreement with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. If you accept this grant offer, subject to the conditions stated, **please complete the following steps:**

- **Have an official authorized by the Sponsor (a) sign the attached Grant Agreement (do not fill in the execution date on the first page) and (b) sign this Grant Offer Letter.**
- **You may email electronically signed pdf documents to [johnsel@wsdot.wa.gov](mailto:johnsel@wsdot.wa.gov) or return a wet signature via mail to WSDOT Aviation, 7702 Terminal Street SW, Tumwater, WA 98501-7264 (Note: WSDOT Aviation will return electronically signed copies for your records).**

Sincerely,



Eric L. Johnson  
Deputy Director

Encl: Copy of Airport Aid Grant Offer  
Three Grant Agreements

Cc: Governor Jay Inslee  
Congresswoman Cathy McMorris Rodgers  
Senator Mark Schoesler  
Representative Mary Dye  
Representative Joe Schmick

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Application and incorporated materials referred to in the foregoing Offer; and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Application.

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DATE

SIGNATURE



<h2 style="margin: 0;">Grant Agreement</h2> <p style="margin: 0;">Washington Airport Aid Program</p>	<p>Public Entity and Address</p> <p>City of Tekoa 419 Washington Street Tekoa, Washington 99033</p>
<p>Airport Name</p> <p>Willard Field</p>	
<p>Maximum State Grant Obligatic</p> <p>\$ \$693,235.13</p>	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of September, 2024, between the STATE OF WASHINGTON, acting by and through the Aviation Division, Department of Transportation, (hereinafter the "STATE") and the above named Public Entity, (hereinafter the "PUBLIC ENTITY").

WHEREAS, the Public Entity has submitted to the State for Subvention of the Washington Airport Aid Program for (acquisition and/or development) of the Willard Field Airport together with the plans and specifications for such project, which project application has been approved by the State and is hereby incorporated herein and made a part hereof;

WHEREAS, the State has approved a project for development of the airport consisting of the following described airport development:

Project Number	Detailed Breakdown By Items
TEK-01-24	\$693,235.13 - Runway 4/22 Pavement Rehabilitation, including eligible items as of June 1, 2024.

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the State Act, and in consideration of the (a) Public Entity's adoption and ratification of the representations and assurances contained in said project application, and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the State of Washington and the public from the accomplishment of the project and the operation and maintenance of the airport as herein provided, the State hereby agrees to pay as its allowable costs incurred in accomplishing the project.

The terms and conditions of this grant agreement are as follows:

The maximum obligation of the State payable under this grant shall be 693,235.13.

The Public Entity shall:

1. Deposit in an Aviation Fund for said airport, at least \$ 36,486.06 to match the State's participation in said project.
2. Carry out and complete the project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the state.
3. In connection with the acquisition of real property for the project, the Public Entity shall secure at least two written appraisals by competent, experienced appraisers who are members of a recognized professional appraisal organization and shall not pay in excess of the highest appraisal without the written consent of the state except as otherwise directed by a court of competent jurisdiction after contested trial and judgment not resulting from an agreement between the parties.

4. No state funds will be paid to the Public Entity in any case until it certifies in writing that it has Aviation Funds for said airport in an amount equal to the state's participation, or the amount designated in paragraph (1) above, which deposited amount will be used solely for the purpose in question.
5. The Public Entity agrees to hold said airport open to the flying public during the useful life of the facilities developed under this project; that no exclusive operating or use agreements shall be granted to any person, company, or corporation; that failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Washington money expended in behalf of the project to the State of Washington with reasonable interest. Further, the Public Entity agrees to keep the facility open during the useful life of the project or for a stated term of years, whichever is longer, as determined by the Aviation Division.
6. The Public Entity will make no charge to the State or its agencies for a limited, but reasonable, amount of state agency use or for state activity in search and rescue. And, further, RCW 47.68 is followed to best serve the public.

The allowable cost of the project shall not include any cost determined by the State to be ineligible for consideration as to allowability.

The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Public Entity.

This offer shall expire and the State shall not be obligated to pay any part of the costs of the project unless this agreement has been accepted by the Public Entity on such subsequent date as are prescribed in writing by the State, in the approval letter for each project.

Except for those projects receiving both state and federal aid, the following inspection scheduled, and reporting system will be required:

- A. Inspection Schedule and Reporting system will vary for each project. Basically, the inspection schedule will be placed on a quarterly basis. On project taking less than three (3) months, the Public Entity will be required to make reports and be inspected on the following schedule:
  1. Public Entity project commencement date.
  2. Public Entity report project completion date and request final inspection.
  3. State will make final inspection and sign-off project as completed.
  4. State will arrange for audit of account in accordance with regularly scheduled audit program.
- B. Projects taking over three (3) months will be set up on a quarterly inspection and progress report system. The Public Entity will be required to make reports and be inspected on the following schedule:
  1. Report project commencement date.
  2. Public Entity will make a three (3) months progress report. This will be a letter report giving percentage of project completed, fund expenditures to date, and short narrative of the project progress, problems encountered and plans for project completion.
  3. State will make quarterly project inspections and prepare the report of inspection. A copy of the report will be delivered to the Public Entity.
  4. Public Entity will make report of completion of project and request final inspection.
  5. State will make final inspection and sign-off as completed.
  6. State will arrange for audit of account in accordance with regularly scheduled audit program.

It should be made clear that a violation of any of the terms of the Grant Agreement will leave the State free to choose among one or more of the following remedies:

- A. The withholding of any future airport aid, and/or
- B. The return of grant funds awarded as an action for specific performance, and/or
- C. Enforcement of the commitment made by the applicant.

The Public Entity's acceptance of this offer and ratification and adoption of the project application incorporated herein shall be evidenced by execution of this instrument by the Public Entity, as hereafter provided, and said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State and the Public Entity with respect to the accomplishment of the project and the operation and maintenance of the airport. Such allocation agreement shall become effective upon the Public Entity's acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

By: \_\_\_\_\_  
Director, Aviation Division

The City of Tekoa does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this \_\_\_\_\_ day of September, 2024.

Name of Public Entity: City of Tekoa

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

Title: Mayor

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**CITY OF TEKOA**  
**ORDINANCE No. 894**

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**AN ORDINANCE AMENDING THE 2023 BUDGET**

THE CITY COUNCIL OF THE CITY OF TEKOA, Whitman County, State of Washington do ordain to amend the 2024 budget by creating a fund and its revenues and expenses as follows, and other budget amendments as follows:

<b>Fund/Fund Name</b>	<b>Budget Amendment:</b>
458- DOE WWTP Planning Grant/Loan	Revenues & Expenditures \$150,000.00

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<b>Interfund Transfer:</b>	
001-Current Expense Fund to	\$30,000.00
104-Street Fund	

<b>Amend Revenue and Expense:</b>	
457-DOE Sewer Lift Station, amend revenue and expense to:	\$632,866.46
368-WSDOT Airport Grant, amend revenue and expense to:	\$766,744.04

Passed by the City Council for the City of Tekoa at its regular meeting held the 23rd day of September, 2024.

APPROVED:

\_\_\_\_\_  
Roy Schulz – Mayor

ATTEST:

\_\_\_\_\_  
Eliza M. Evans-Teague - Clerk/Treasurer

\*After recording return to:  
BISHOP LAW OFFICE  
P.O. Box 337  
Garfield, WA 99130-0337

## **EASEMENT FOR SANITARY SEWER LINE**

Reference No. of related documents: **None**

Grantor: **Triple D Centennial Farms, LLC**

Grantees: **City of Tekoa**

Legal Description:

1. **NW ¼ Sec 24 T20N R 45 EWM**
2. **Additional legal description on page 1.**

Assessor's Property Tax Parcel Nos.:

GRANTOR, TRIPLE D CENTENNIAL FARMS, LLC, a Washington Limited Liability Company, for and in consideration of FIVE THOUSAND DOLLARS (\$5,000.00) and other good and valuable consideration in hand-paid, do hereby grant and convey to GRANTEE, City of Tekoa a perpetual exclusive easement to install, maintain, repair, and replace a sanitary sewer line, across, over, under, and through the following described real estate situated in Whitman County, Washington to-wit:

**An easement for a sanitary sewer line over, across and through a strip of land 10.00 feet in width located in the Northwest Quarter of Section 24, Township 20 North, Range 45 East, W.M., City of Tekoa, Whitman County, Washington being 5.00 feet on each side of the following described centerline:**

**Commencing at the northwest corner of Parcel "A" as shown on Amended Record of Survey, recorded under Auditor File Number 783632 with the Basis of Bearings being west boundary of said survey, also shown on Amended Record of Survey recorded under Auditor File Number 783631; thence N87°19'36"E, along the north line. 5.00 feet to the Point of Beginning; thence N4°10'46"W, 95.00 feet to a point hereinafter known as Point "A"; thence continuing N4°10'46"W, 64.00 feet to a point hereinafter known as Point "B"; thence continuing N4°10'46"W, 61.00 feet; thence N0°49'45"W, 15.00 feet to a point hereinafter known as Point "C"; thence continuing N0°49'45"W, 256.00 feet more or less to an existing sanitary manhole located on the south side of Hangman Creek and Point of Terminus; together with the sidelines extended or foreshortened as necessary;**

**TOGETHER WITH the three following 10.00 feet wide strips for service connections described as follows:**

**Service 1:**

**Beginning at Point "A" as defined above; thence S89°47'57"E, 47.86 feet more or less to the corner common to Lots 3 and 4, Block 3, Traux Addition to Tekoa, according to plat thereof recorded in Volume "E", Page 7 of plats in said Whitman County, Washington and Point of Terminus; together with the sidelines extended or foreshortened as necessary.**

**Service 2:**

**Beginning at Point "B" as defined above; thence S81°47'08"E, 49.71 feet more or less to a point 7.00 feet north of the southwest corner and on the west line of Lot 2, Block 3, Truax Addition to Tekoa, according to plat thereof recorded in Volume "E", Page 7 of plats in said Whitman County, Washington and Point of Terminus; together with the sidelines extended or foreshortened as necessary.**

**Service 3:**

**Beginning at Point "C" as defined above; thence S77°25'32"E, 50.87 feet more or less to a point 21.00 feet south of the northwest corner and on the west line of Lot 1, Block 3, Traux Addition to Tekoa, according to plat thereof recorded in Volume "E", Page 7 of plats in said Whitman County, Washington and Point of Terminus; together with the sidelines extended or foreshortened as necessary.**



## **TERMS AND CONDITIONS**

1. The easement is 10 feet in width, and shall be used only for the installation and maintenance, repair, and replace of a sanitary sewer line.

2. The initial installation of the sanitary sewer line shall be done in an expeditious manner with the excavation refilled and the ground surface restored to its original condition, which includes re-seeding any grass with the same seed that exists prior to the excavation. Any trees or stumps that are damaged or destroyed during the installation of the sanitary sewer line shall be removed and replaced by the City. Stub lines for service connections shall also be installed during the initial installation of the sanitary sewer line.

3. The City shall be able to enter on to the above-described property for the purpose of installing, repairing, maintaining, and replacing the sanitary sewer line.

4. The City agrees to indemnify and hold harmless Grantor its agents, heirs, and assigns, from all claims, causes of action, or other liabilities for property loss, damage, personal injury, or death, arising out of the initial installation of the sanitary sewer line, excepting such claims, causes of action, or other liabilities caused by the wilful, wanton, or negligent act of grantor and or its agents, heirs or assigns.

5. The City of Tekoa may not assign, sell, trade or barter this easement in any form.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Triple D Centennial Farms, LLC by:

\_\_\_\_\_  
Douglas Sienknecht

\_\_\_\_\_  
Cecil Dale Sienknecht

\_\_\_\_\_  
Addie Darlene Olson

STATE OF WASHINGTON    )  
  ) ss.  
County of WHITMAN        )

On this day before me personally appeared DOUGLAS SIENKNECHT, to me known to be a Manager of TRIPLE D CENTENNIAL FARMS, LLC, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
\_\_\_\_\_. My  
commission expires: \_\_\_\_\_.

STATE OF WASHINGTON )  
 ) ss.  
County of WHITMAN )

On this day before me personally appeared CECIL DALE SIENKNECHT, to me known to be a Manager of TRIPLE D CENTENNIAL FARMS, LLC, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
\_\_\_\_\_. My  
commission expires:\_\_\_\_\_.

STATE OF WASHINGTON )  
 ) ss.  
County of WHITMAN )

On this day before me personally appeared ADDIE DARLENE OLSON, to me known to be a Manager of TRIPLE D CENTENNIAL FARMS, LLC, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the limited liability company for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
\_\_\_\_\_. My  
commission expires:\_\_\_\_\_.

# CHECK REGISTER

City Of Tekoa

Time: 12:11:13 Date: 09/21/2024

08/01/2024 To: 08/31/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1075	08/15/2024	Payroll	1	EFT	DonNell Ellsworth	1,645.19	
1076	08/15/2024	Payroll	1	EFT	Eliza Evans-Teague	2,044.27	
1078	08/15/2024	Payroll	1	EFT	Jessica N. May-Johnson	1,826.49	
1079	08/15/2024	Payroll	1	EFT	Steven Thomas	2,151.59	
1080	08/15/2024	Payroll	1	EFT	Kevin Turnbough	2,025.09	Adjusted vacation hours to be up-to-date.
1141	08/30/2024	Payroll	1	EFT	DonNell Ellsworth	1,641.65	
1142	08/30/2024	Payroll	1	EFT	Eliza Evans-Teague	2,042.99	
1144	08/30/2024	Payroll	1	EFT	Jessica N. May-Johnson	1,798.55	
1145	08/30/2024	Payroll	1	EFT	Steven Thomas	2,188.04	
1146	08/30/2024	Payroll	1	EFT	Kevin Turnbough	295.00	
1153	08/31/2024	Payroll	1	EFT	Kathleen Houston	520.42	
1154	08/31/2024	Payroll	1	EFT	Kathleen Houston	247.68	
1163	08/31/2024	Payroll	1	EFT	David E Tysz	36.41	
1164	08/15/2024	Payroll	1	EFT	941 Pmt	3,441.68	941 Deposit for Pay Cycle(s) 08/15/2024 - 08/15/2024
1165	08/30/2024	Payroll	1	EFT	941 Pmt	4,500.81	941 Deposit for Pay Cycle(s) 08/16/2024 - 08/31/2024
1189	08/30/2024	Claims	1	EFT	Department of Revenue	2,487.36	August 2024 Excise Tax
1190	08/30/2024	Payroll	1	EFT	Association Of Washington Cities	840.61	Pay Cycle(s) 08/01/2024 To 08/31/2024 - Life Insurance; Pay Cycle(s) 08/01/2024 To 08/31/2024 - LEOFF Retiree; Pay Cycle(s) 08/01/2024 To 08/31/2024 - AWC-LTD
1191	08/30/2024	Payroll	1	EFT	WA State Support Registry DSHS	177.26	Pay Cycle(s) 08/01/2024 To 08/31/2024 - DSHS
1192	08/30/2024	Payroll	1	EFT	Dept. Of Retirement Sys.	3,258.81	Pay Cycle(s) 08/01/2024 To 08/31/2024 - PERS II; Pay Cycle(s) 08/01/2024 To 08/31/2024 - PERS III
1077	08/15/2024	Payroll	1	17374	Jeff L. Latkowski	1,387.32	
1081	08/15/2024	Claims	1	17375	Avista Utilites	7,394.60	July 2024 Statement
1082	08/15/2024	Claims	1	17376	Anatek Labs Inc	6,030.00	Invoices: 5/23/24-8/7/24
1083	08/15/2024	Claims	1	17377	Banner Bank	1,373.76	July 2024 statement
1084	08/15/2024	Claims	1	17378	Benthin & Associates	1,330.00	Inv. 4068-Harp water easement
1085	08/15/2024	Claims	1	17379	City Service Valcon LLC	17,765.62	Inv. 0779279
1086	08/15/2024	Claims	1	17380	Coleman Oil	1,233.62	Inv. CP-0157365
1087	08/15/2024	Claims	1	17381	Arrow Construction Supply Inc	500.74	Inv. 400989
1088	08/15/2024	Claims	1	17382	Empire Disposal Inc	16,070.98	July 2024 Statement
1089	08/15/2024	Claims	1	17383	Fisher's Document Systems Inc	66.08	Inv. 37067462
1090	08/15/2024	Claims	1	17384	H.D. Fowler Company	12,411.70	Inv. I6762915, I6769690, I6783808
1091	08/15/2024	Claims	1	17385	Hardrock Inc	1,169.99	Inv. 23072
1092	08/15/2024	Claims	1	17386	Rockford Auto Parts Inc	379.50	Inv. 487444, 487815
1093	08/15/2024	Claims	1	17387	Oxarc Inc.	14.36	Inv. 61796385
1094	08/15/2024	Claims	1	17388	Palouse River Counseling	89.80	Inv. 3/24-6/24
1095	08/15/2024	Claims	1	17389	USA Blue Book	669.73	Inv. 426077, 439850
1096	08/15/2024	Claims	1	17390	White Block Company Inc		duplicate payment
1098	08/15/2024	Claims	1	17391	Wilbur Ellis Co	1,645.48	Inv. 16618743
1124	08/15/2024	Claims	1	17392	Bill Johnson Differentials	594.55	03 Chevy 3500 repair
1143	08/30/2024	Payroll	1	17393	Jeff L. Latkowski	1,367.90	Paid 3.5 overtime hours from August 1-31.
1147	08/31/2024	Payroll	1	17394	Rachelle L. Ausmus	36.41	
1148	08/31/2024	Payroll	1	17395	Michael Bogenreif	398.22	
1149	08/31/2024	Payroll	1	17396	Lydia Fletcher	36.41	
1150	08/31/2024	Payroll	1	17397	Cesilia Gatica	1,272.88	

# CHECK REGISTER

City Of Tekoa

Time: 12:11:13 Date: 09/21/2024

08/01/2024 To: 08/31/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1151	08/31/2024	Payroll	1	17398	Michael Hale	36.41	
1152	08/31/2024	Payroll	1	17399	Steven W Haxton	449.95	
1155	08/31/2024	Payroll	1	17401	Margie Jaeger	36.41	
1156	08/31/2024	Payroll	1	17402	Josette Love	57.89	
1157	08/31/2024	Payroll	1	17403	Josette Love	242.42	
1158	08/31/2024	Payroll	1	17404	Peter Martin	36.41	
1159	08/31/2024	Payroll	1	17405	Amanda R. Prince	36.39	
1160	08/31/2024	Payroll	1	17406	Armando G Sanchez	1,550.46	
1161	08/31/2024	Payroll	1	17407	Jesus Sanchez	1,346.18	
1162	08/31/2024	Payroll	1	17408	Roy Schulz	409.63	
1166	08/30/2024	Claims	1	17409	American On-Site Services	330.00	Inv. I36605, I37425, I40226
1167	08/30/2024	Claims	1	17410	Anatek Labs Inc	400.00	Inv. 2420384
1168	08/30/2024	Claims	1	17411	Ronald G. Anderson	174.70	August 2024 Medical Insurance Premium
1169	08/30/2024	Claims	1	17412	Bishop Law Office	700.00	September 2024 Legal Retainer
1170	08/30/2024	Claims	1	17413	City Of Tekoa	2,385.15	August 2024 Statements
1171	08/30/2024	Claims	1	17414	Dept Of Ecology Cashiering Section	1,424.00	Inv. 25-WA0023141-1
1172	08/30/2024	Claims	1	17415	DonNell Ellsworth	30.00	Mileage Reimbursement
1173	08/30/2024	Claims	1	17416	Eliza Evans-Teague	30.00	Mileage reimbursement
1174	08/30/2024	Claims	1	17417	Fisher's Technology	42.70	Inv. 1371436
1175	08/30/2024	Claims	1	17418	Duane Groom	200.00	Contract Sewer Operator
1176	08/30/2024	Claims	1	17419	H.D. Fowler Company	19,060.31	Inv. I6793960, I6801556, I6801567, I6801568
1177	08/30/2024	Claims	1	17420	Herc Rentals Inc.	1,501.98	Inv. 34741079-001
1178	08/30/2024	Claims	1	17421	Kathleen Houston	30.00	Mileage Reimbursement
1179	08/30/2024	Claims	1	17422	John Deere Financial	826.85	Inv. 5479488
1180	08/30/2024	Claims	1	17423	Motley & Motley	97,559.00	Inv. 4253
1181	08/30/2024	Claims	1	17424	National Barricade Of Spokane	759.03	Inv. 220555
1182	08/30/2024	Claims	1	17425	One Call Concepts Inc	2.34	Inv. 4079111
1183	08/30/2024	Claims	1	17426	Oxarc Inc.	3,975.60	Inv. 32147228
1184	08/30/2024	Claims	1	17427	Pape Machinery	73.03	Inv. 15533604
1185	08/30/2024	Claims	1	17428	Pioneer Pest Control	175.00	Inv. 8705
1186	08/30/2024	Claims	1	17429	Sanchez Landscaping & More	971.10	Inv. 899783-Weed/Lawn Abatement
1187	08/30/2024	Claims	1	17430	USA Blue Book	141.59	Inv. 00449063

001 General Fund	33,517.89
101 Cemetery Department	7,680.09
104 Streets & Roads	58,641.37
105 Airport Fund	17,818.74
108 Fire Department	541.26
109 Criminal Justice Fund	949.84
114 Street Levy Fund	50,000.00
367 TIB-Maintenance Project	2,671.97
401 Water Fund	44,136.74
402 Sewer Fund	25,446.18

	Claims:	202,020.25
241,404.08	Payroll:	39,383.83

## TREASURER'S REPORT

### Fund Totals

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Fund	123,349.08	71,049.23	33,716.00	160,682.31	4,515.48	4,301.68	0.00	169,499.47
101 Cemetery Department	-3,889.57	2,850.00	7,680.09	-8,719.66	2,400.07	5,004.00	0.00	-1,315.59
104 Streets & Roads	84,635.00	1,450.42	58,621.37	27,464.05	50,885.02	329.94	0.00	78,679.01*
105 Airport Fund	34,336.07	891.39	17,940.84	17,286.62	17,765.62	0.00	0.00	35,052.24
108 Fire Department	44,121.60	90.03	541.26	43,670.37	1,722.45	207.63	0.00	45,600.45
109 Criminal Justice Fund	55,186.62	1,478.07	949.84	55,714.85	174.70	775.14	0.00	56,664.69
114 Street Levy Fund	32,594.81	355.95	50,000.00	-17,049.24	50,000.00	0.00	0.00	32,950.76
367 TIB-Maintenance Project	0.00	0.00	2,671.97	-2,671.97	1,501.98	0.00	0.00	-1,169.99*
401 Water Fund	200,790.29	26,121.95	43,547.03	183,365.21	22,670.54	472.86	0.00	206,508.61
402 Sewer Fund	348,151.26	32,701.48	25,446.18	355,406.56	5,986.37	529.92	0.00	361,922.85
406 Sewer Debt Service	9,990.62	0.00		9,990.62	0.00	0.00	0.00	9,990.62
452 Water Reserve	159,888.84	326.27		160,215.11	0.00	0.00	0.00	160,215.11
456 Sewer Reserve Plant Project	219,953.31	448.83		220,402.14	0.00	0.00	0.00	220,402.14
703 Cemetery Endowment	112,417.40	229.41		112,646.81	0.00	0.00	0.00	112,646.81
	<b>1,421,525.33</b>	<b>137,993.03</b>	<b>241,114.58</b>	<b>1,318,403.78</b>	<b>157,622.23</b>	<b>11,621.17</b>	<b>0.00</b>	<b>1,487,647.18</b>

# TREASURER'S REPORT

## Account Totals

Time: 12:02:20 Date: 09/21/2024  
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08/01/2024 To: 08/31/2024

Cash Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1 Checking	522,247.94	136,086.14	241,814.79	416,519.29	0.00	169,243.40	585,762.69
2 SIP Acct 02280	575,912.78	2,639.10	0.00	578,551.88	0.00	0.00	578,551.88
33 Debt Service Sewer - 680060110	9,990.62	0.00	0.00	9,990.62	0.00	0.00	9,990.62
38 US Bank Safekeeping Invest. **	297,016.40	0.00	0.00	297,016.40	0.00	0.00	297,016.40
39 US Bank-Inv. Checking***4734	16,257.59	0.00	32.00	16,225.59	0.00	0.00	16,225.59
999 Petty Cash	100.00	0.00	0.00	100.00	0.00	0.00	100.00
<b>Total Cash:</b>	<b>1,421,525.33</b>	<b>138,725.24</b>	<b>241,846.79</b>	<b>1,318,403.78</b>	<b>0.00</b>	<b>169,243.40</b>	<b>1,487,647.18</b>
	1,421,525.33	138,725.24	241,846.79	1,318,403.78	0.00	169,243.40	1,487,647.18