



## **WENATCHEE CITY COUNCIL**

**Thursday, January 26, 2017**

Wenatchee City Hall  
129 South Chelan  
Wenatchee, WA 98801

### **AGENDA**

#### **4:30 p.m. Executive Session**

Executive session to consider the selection of a site or the acquisition of real estate by lease of purchase when public knowledge regarding such consideration would cause a likelihood of increased price. RCW 42.30.110(1)(b); and to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. RCW 42.30.110(1)(i).

#### **5:15 p.m. Regular Meeting**

##### **1. Call to Order, Pledge of Allegiance, and Roll Call.**

##### **2. Consent Items:**

- Motion to approve agenda, vouchers, and minutes from previous meetings.
- Resolution No. 2017-08, confirming the mayoral appointment of Brad Posenjak to the position of Finance Director/City Treasurer.
- Resolution No. 2017-09, designating voting representatives on behalf of the City to various community boards, councils and organizations.
- Resolution No. 2017-14, authorizing the Mayor, Finance Director and Accountant to submit bids and to sign documents to purchase the property at 301 Yakima Street, Wenatchee, Washington.

##### Vouchers:

Claim checks #180358 through #180386 in the amount of \$145,427.27 for January 10, 2017  
Claim checks #180387 through #180471 in the amount of \$244,872.92 for January 12, 2017  
Claim checks #180472 through #180505 in the amount of \$1,013,779.97 for January 18, 2017  
Claim checks #180506 through #180567 in the amount of \$387,490.67 for January 20, 2017  
Payroll distribution in the amount of \$280,350.00 for January 20, 2017

### 3. Citizen Requests/Comments.

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on items either not on the agenda or not listed as a public hearing. The Mayor will ask if there are any citizens wishing to address the Council. When recognized, please step up to the microphone, give your name and mailing address, and state the matter of your interest. If your interest is an agenda item, the Mayor may suggest that your comments wait until that time. Citizen comments will be limited to three minutes.

### 4. Presentations.

- Town Toyota Center Annual Report – Mark Miller, General Manager

### 5. Action Items.

#### A. Moratorium – Small Cell Wireless Communication Facilities

Presented by Steve King, Community & Economic Development Director and John Ajax, Planner

*Ordinance No. 2017-02, adopting a six (6) month moratorium within the City of Wenatchee on the establishment, siting, location, permitting, or licensing of microcell, minor facilities and/or small cell facilities, as defined by RCW 80.36.375 or the federal Communications Act of 1934, as amended, located in the public right of ways*

#### B. Amendment to Wenatchee City Code regarding the penalty for unlawful hunting within City limits

Presented by Steve Crown, Police Chief

*Ordinance No. 2017-03, amending Wenatchee City Code 6A.10.080 related to the penalty for unlawful hunting within the City limits*

#### C. Setting time for public hearing on petition for annexation (Grace City Church)

Presented by Steve King, Community & Economic Development Director and Matt Parsons, Associate Planner

*Resolution No. 2017-10, fixing time for public hearing on petition for annexation of an unincorporated area north of Melody Lane and west of the Hutchinson's Subdivision known as the Grace City Church Annexation Area*

#### D. Lodging Tax Advisory Committee Appointment (Linda Haglund)

Presented by Allison Williams, Executive Services Director

*Resolution No. 2017-11, appointing a member to the Lodging Tax Advisory Committee to fill a vacancy for a term ending December 31, 2017 (Linda Haglund)*

- E. Diversity Advisory Committee Appointment (Paula Arno Martinez)  
Presented by Allison Williams, Executive Services Director

*Resolution No. 2017-12, appointing a member to the Diversity Advisory Committee for a two (2) year term (Paula Arno Martinez)*

- F. West Springwater Avenue Sewer Extension Project #1612 Final Acceptance  
Presented by Jeremy Hoover, Senior Engineer - Utilities

*Motion for City Council to accept the work performed by the contractor, Hurst Construction, LLC, on the West Springwater Avenue Sewer Extension Project #1612, and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee*

- G. Convention Center Improvements Project #1413 Final Acceptance  
Presented by Matt Leonard, Public Works Director

*Motion for City Council to accept the work performed by the contractor McKinstry Essention, LLC, for the Convention Center Upgrades Project #1413 and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee*

## **6. Reports.**

- a. Mayor's Report
- b. Reports/New Business of Council Committees

## **7. Announcements.**

## **8. Adjournment.**



**DRAFT**

## WENATCHEE CITY COUNCIL MEETING

Thursday, January 12, 2017

Wenatchee City Hall  
129 South Chelan  
Wenatchee, WA 98801

### MINUTES

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**In attendance:**

**Mayor Frank Kuntz**  
**Councilmember Jim Bailey**  
**Councilmember Ruth Esparza**  
**Councilmember Lyle Markhart**  
**Councilmember Keith Huffaker**  
**Councilmember Linda Herald**  
**Councilmember Mike Poirier**

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**Staff in attendance:**

Executive Services Director Allison Williams  
City Attorney Steve Smith  
Deputy Clerk Maria Holman  
IS Support Tim McCord  
Finance Director Brad Posenjak  
Accountant Deanne McDaniel  
Human Resources Director Kari Page  
Quality Control Technician Julie McWiggins  
City Engineer Gary Owen  
Parks & Recreation Director David Erickson  
Development Review Engineer Donald Nelson  
Planning Manager Glen DeVries  
Economic Development Director Steve King

#### **5:15 p.m. Regular Meeting**

##### **1. Call to Order, Pledge of Allegiance and Roll Call.**

Mayor Frank J. Kuntz called the meeting to order at 5:15 p.m. Councilmember Linda Herald led the Pledge of Allegiance. The excused absence of Councilmember Mark Kulaas was noted for the record. Councilmember Lyle Markhart was expected to arrive late.

##### **2. Consent Items:**

- Motion to approve agenda, vouchers, and minutes from previous meetings.

**Motion to approve the consent items by Councilmember Keith Huffaker.**  
**Councilmember Linda Herald seconded the motion. Motion carried (5-0).**

*Councilmember Lyle Markhart arrived to the meeting.*

### **3. Citizen Requests/Comments.**

Jim Snyder, 34 Jennings Street, Wenatchee, asked the Council to revisit the sign ordinance for Wenatchee and with his concerns of North Wenatchee Avenue being a mess with signage.

Chris Wilder and Liz Wilder, 314 South Western Avenue, Wenatchee, spoke about traffic concerns at Castlerock and Western (and provided an email previously sent).

Doug Miller, 924 Millerdale Heights, Wenatchee, complimented the streets crews for their good work with keeping up on the snowplowing and maintenance, and commented on the agreement with the Fire District, suggesting a review of the agreement annually to ensure that things keep moving in a positive direction.

### **4. Presentations.**

- Civil Rights & Social Justice Award Nominees.

Carrie Moody, Jameson O'Neal, Emily Gale and Ashley Olson presented the nominees for the Civil Rights & Social Justice Awards. Certificates were provided to the nominees who were in attendance.

### **5. Action Items.**

#### **A. AFSCME Contract**

*Motion for City Council to authorize the Mayor to sign the Collective Bargaining Agreement between the City of Wenatchee and AFSCME, Local 846 for January 01, 2017 through December 31, 2020.*

Human Resources Director Kari Page and AFSCME President Julie McWiggins presented the staff report.

**Motion to approve by Councilmember Ruth Esparza. Councilmember Linda Herald seconded the motion. Motion carried (6-0).**

#### **B. Arts, Recreation and Parks Commission Appointments**

*Resolution No. 2017-01, appointing a member to the Arts, Recreation and Parks Commission (Lisa Adan).*

*Resolution No. 2017-02, appointing a member to the Arts, Recreation and Parks Commission (Sara Urdahl).*

Parks, Recreation & Cultural Services Director David Erickson presented the staff report.

**Motion to approve by Councilmember Keith Huffaker. Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).**

C. Lincoln Park Shelter Project

*Motion for City Council to authorize the Mayor to sign a standard project agreement with Pacific Engineering for engineering and construction management for the Lincoln Park Shelter Project.*

Parks, Recreation & Cultural Services Director presented the staff report.

**Motion to approve by Councilmember Mike Poirier. Councilmember Jim Bailey seconded the motion. Motion carried (6-0).**

D. Signing Authority on WSDOT Federal Grant Reports and Payment Vouchers

*Resolution No. 2017-03, delegating the authority to the City Engineer or the City Public Works Director to sign annual and final fiscal reports or vouchers requesting payment pursuant to federal grant programs.*

City Engineer Gary Owen presented the staff report.

**Motion to approve by Councilmember Jim Bailey. Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).**

E. Appointment of Mayor Pro Tempore for 2017

*Resolution No. 2017-04, appointing Keith Huffaker as the Mayor Pro Tempore for 2017.*

**Motion to approve by Councilmember Lyle Markhart. Councilmember Ruth Esparza seconded the motion. Motion carried (5-0; Huffaker abstain).**

F. Appointment of Diversity Advisory Council Members

*Resolution No. 2017-05, appointing R. Jaime Ramirez and Vanessa Gutierrez to the Diversity Advisory Council for three (3) year terms.*

Executive Services Director Allison Williams presented the staff report.

**Motion to approve by Councilmember Keith Huffaker. Councilmember Linda Herald seconded the motion. Motion carried (6-0).**

- G. Western Avenue Safety Improvements Project #1301 Authorization to Award Construction Contract

*Motion for City Council to award the contract for the construction of the Western Avenue Safety Improvements, Project 1301, to Bianchi Construction, in the amount of \$801,814.16 and authorize the Mayor to approve the construction contract.*

City Engineer Gary Owen presented the staff report.

**Motion to approve by Councilmember Linda Herald. Councilmember Keith Huffaker seconded the motion. Motion carried (6-0).**

- H. Amendment to Sewer Comprehensive Plan Update Contract for Sewer Fee Analysis

*Motion for City Council to approve the amendment to the contract with Gray and Osborne, Inc. for the Sewer Comprehensive Plan Update, Project 1608, and authorize the Mayor's signature.*

Public Works Director Matt Leonard presented the staff report.

**Motion to approve by Councilmember Linda Herald. Councilmember Ruth Esparza seconded the motion. Motion carried (6-0).**

- I. Historic Preservation Board Re-appointments (Jon Campbell and Bob Culp)

*Resolution No. 2017-07, designating the re-appointing of two voting representatives to the Wenatchee Historic Preservation Board for three-year terms ending December 31, 2019.*

Associate Planner Kirsten Larsen presented the staff report.

**Motion to approve by Councilmember Ruth Esparza. Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).**

- J. Setting of Public Hearing for Multi-Family Tax Exemption Boundary.

*Resolution No. 2017-06, Staff is requesting the City Council set a Public Hearing date of February 9, 2017 for consideration of expanding the Residential Target Area associated with the City's current Multi-family Tax Exemption (MFTE) program.*

Associate Planner John Ajax presented the staff report.

**Motion to approve by Councilmember Keith Huffaker. Councilmember Mike Poirier seconded the motion. Motion carried (6-0).**

K. BSP 15-03 Verification of Compliance

*Motion for City Council to authorize the Mayor to sign the final mylar for BSP-15-03.*

Planning Manager Glen DeVries and Development Review Engineer Donald Nelson presented the staff report.

**Motion to approve by Councilmember Mike Poirier. Councilmember Jim Bailey seconded the motion. Motion carried (6-0).**

L. BSP 16-01 Verification of Compliance

*Motion for City Council to authorize the Mayor to sign the final mylar for BSP-16-01.*

Planning Manager Glen DeVries and Development Review Engineer Donald Nelson presented the staff report.

**Motion to approve by Councilmember Linda Herald. Councilmember Mike Poirier seconded the motion. Motion carried (6-0).**

M. Fire Protection Contract with Chelan County Fire Protection District No. 1

*Motion for City Council to authorize the Mayor to sign the agreement for fire protection services between the City of Wenatchee and Chelan County Fire Protection District #1.*

Accountant Deanne McDaniel presented the staff report.

**Motion to approve by Councilmember Jim Bailey. Councilmember Keith Huffaker seconded the motion. Motion carried (6-0).**

**6. Reports.**

a. Mayor's Report

- Our Valley Our Future has requested a joint meeting of the East Wenatchee and Wenatchee City Council. It will be scheduled February 28 at 5:30 p.m. in East Wenatchee (special meeting notice to go out).
- A cultural trip is planned for Guadalajara and Aguascalientes Mexico on January 28. Led by Ruth Esparza, the following will also attend: Mayor Frank Kuntz, Steve King, Mike Poirier, Alan Walker, Linda Haglund and Rufus Woods.



- Consultant work is underway for North Wenatchee Avenue.
- The Housing Stimulus Bill is being considered by the legislature, thanks to the good work of Steve King.
- Matt Leonard is prepping for a sewer meeting.

b. Reports/New Business of Council Committees

- Council reviewed and updated their Council Committee Assignments for 2017
- Lyle Markhart reported that there is a new director for the NCW EDD and reminded everyone of the upcoming Wine Gala at the Museum

**7. Announcements.** None.

**8. Adjournment.** With no further business the meeting adjourned at 6:45 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk



**WENATCHEE CITY COUNCIL WORK SESSION  
WENATCHEE CITY HALL  
Thursday, January 19, 2017  
MINUTES**

**DRAFT**

Present:

Mayor Frank Kuntz  
Councilmember Jim Bailey  
Councilmember Ruth Esparza  
Councilmember Lyle Markhart  
Councilmember Keith Huffaker  
Councilmember Mark Kulaas  
Councilmember Linda Herald  
Councilmember Mike Poirier

Staff Present:

Executive Services Director Allison Williams  
City Clerk Tammy Stanger  
Police Chief Steve Crown  
Finance Director Brad Posenjak  
Building Official Cliff Burdick  
Economic Development Director Steve King  
Planning Manager Glen DeVries  
Public Works Director Matt Leonard

The Mayor called the work session to order at 5:15 p.m. All Councilmembers were present.

**Discussion Items:**

**A. City Advisory Board Round Table**

Arts, Recreation, Parks and Cultural Services – Rylie Sweem/Sean Koester  
Diversity – Carrie Moody/Jameson O’Neal  
Planning Commission – Scott Griffith  
Historic Preservation Board – Jon Campbell  
Code Enforcement Board – Emilka Furmanczyk  
Lodging Tax Advisory Committee – Mark Kulaas

The city advisory boards each presented their annual reports to the City Council highlighting their accomplishments of 2016 and what’s ahead in 2017. (Reports are on file with the Clerk’s office).

B. 2017 Work Plan Discussion

The Mayor led the discussion for the 2017 work plan. The top three work plan topic items are: (1) sewer; (2) streets; and (3) council districts. Additional suggestions were North Wenatchee Avenue, affordable housing, homelessness, work force planning, and cemetery.

The meeting adjourned at 6:27 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk

## **RESOLUTION NO. 2017-08**

**A RESOLUTION**, confirming the mayoral appointment of Brad Posenjak to the position of Finance Director/City Treasurer.

**WHEREAS**, the position of Finance Director/City Treasurer is an appointive office under WCC 1.06.060 (1); and

**WHEREAS**, the Mayor has the power of appointment under WCC 1.06.060 (2); and

**WHEREAS**, the Mayor's appointment of the Finance Director/City Treasurer is subject to confirmation by a majority vote of the City Council under WCC 1.06.060 (4); and

**WHEREAS**, the Mayor has appointed Brad Posenjak as the Finance Director/City Treasurer of the City of Wenatchee.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** that the Mayor's appointment of Brad Posenjak to the position of Finance Director/City Treasurer of the City of Wenatchee shall be and hereby is confirmed.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 26<sup>th</sup> day of January, 2017.


CITY OF WENATCHEE, a Municipal  
Corporation

By \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By \_\_\_\_\_  
TAMMY L. STANGER  
City Clerk

APPROVED:

By  \_\_\_\_\_  
STEVE D. SMITH, City Attorney

## **RESOLUTION NO. 2017-09**

**A RESOLUTION,** designating voting representatives on behalf of the City to various community boards, councils and organizations.

**WHEREAS,** elected officials and staff of the City of Wenatchee serve as voting members of various community boards, councils and organizations; and

**WHEREAS,** the City Council of the City of Wenatchee desires to formalize the appointments to the various community boards, councils and organizations on which they serve.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE,** that the mayor, council members and staff shall serve as the City's voting representative to the community boards, councils and organizations as set forth on Attachment "A" for the calendar year 2017.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 26<sup>th</sup> day of January, 2017.

CITY OF WENATCHEE, a Municipal  
corporation

By: \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY L. STANGER, City Clerk

APPROVED:

By: \_\_\_\_\_  
STEVE D. SMITH, City Attorney

**COUNCIL COMMITTEE ASSIGNMENTS (2017)**

				1	2	3	4	5	6	7
Boards, Councils & Organizations	Meets	Mayor Kuntz	Allison Williams	Jim Bailey	Ruth Esparza	Lyle Markhart	Keith Huffaker	Mark Kulaas	Linda Herald	Mike Poirier
Council Meetings	2 <sup>nd</sup> & 4 <sup>th</sup> Thursday 5:15 p.m.	X	X	X	X	X	X	X	X	X
Council Workshops	3 <sup>rd</sup> Thursday 5:15 p.m.	X	X	X	X	X	X	X	X	X
Council Finance Committee	2 <sup>nd</sup> and 4 <sup>th</sup> Thursday 2:30 p.m.	X	X		X				X	X
Council Public Safety Committee	3 <sup>rd</sup> Thursday 3:30 p.m. / every other month	X	X	X			X			
Council Public Works / Economic Development Committee	Every other Tuesday 8:15 a.m. @ PSC	X	X	X	X	X				
City Director/Dept. Head Meeting	3 <sup>rd</sup> Thursday 1:30 p.m.	X	<b>Always Invited</b>							
Mayor Pro-tem	<i>On call</i>						X			
Arts, Recreation & Parks Commission	3 <sup>rd</sup> Tuesday 4:00 p.m.	<b>None Required</b>								
AWC/Risk Management Board	Quarterly			X						
Cemetery Board	Varies									
Chelan County Solid Waste Council	Feb. 1, May 2, Aug. 1, Nov. 7 @ 4pm Chelan Co. PW Conf. Room						X			
Chelan Douglas Health District Board	3 <sup>rd</sup> Monday 4:00 p.m.				X (alt)		X			
Chelan-Douglas Transportation Council	2 <sup>nd</sup> Thursday 9:00 a.m.	X			X (alt)					
Code Enforcement Board	4 <sup>th</sup> Wednesday 5:30 p.m.	<b>None Required</b>								
Community Action Council	3 <sup>rd</sup> Tuesday 12:00 p.m.									X
Disability Board (LEOFF)	Varies/as needed							X	X	
Diversity Advisory Council	1 <sup>st</sup> Tuesday 4:15 p.m.	<b>None Required</b>								



**COUNCIL COMMITTEE ASSIGNMENTS (2017)**

				1	2	3	4	5	6	7
Boards, Councils & Organizations	Meets	Mayor Kuntz	Allison Williams	Jim Bailey	Ruth Esparza	Lyle Markhart	Keith Huffaker	Mark Kulaas	Linda Herald	Mike Poirier

Economic Development District	2 <sup>nd</sup> Wednesday 8:30 a.m. Chelan City Hall					X				
Firemen’s Pension	As needed			X						
Grievance Committee	On call	X								
Homeless Steering Committee	Meeting times vary								X	
Link Board	3 <sup>rd</sup> Tuesday 3:00 p.m.			X						X(alt)
Lodging Tax Advisory Committee	3 <sup>rd</sup> Wednesday, every other month 3:00 p.m.		X					X		
Misawa Sister City	1 <sup>st</sup> and 3 <sup>rd</sup> Thursday 5:30 p.m. E. Wen. City Hall								X	
Museum Board	3 <sup>rd</sup> Tuesday at 11:30 a.m.					X				
Planning Commission	3 <sup>rd</sup> Wednesday 5:30 p.m.	<b>None Required</b>								
Police Disability Advisory Bd.	As needed	X						X	X	
Public Facilities District	1 <sup>st</sup> and 3 <sup>rd</sup> Mondays at 4:00 p.m.	X								
Regional Water		X								
RiverCom (Chief Crown also attends)	2 <sup>nd</sup> Wednesday 9:00 a.m.						X		X (alt)	
Tourism Promotion Area Board	3 <sup>rd</sup> Wednesday at 12:00 p.m.		X		X					X
Wenatchee Valley Stormwater Advisory Committee	Varies						X			
Wenatchee Downtown Assoc.	2 <sup>nd</sup> Weds. 7:45 a.m.				X (alt)			X		
Wenatchee Valley Chamber of Commerce	3 <sup>rd</sup> Tuesday 6:30 a.m. Wenatchi Hall/WVC				X					
Wellness Committee	Varies Noon					X				

## **RESOLUTION NO. 2017-14**

**A RESOLUTION,** authorizing the Mayor, Finance Director and Accountant to submit bids and to sign documents to purchase the property at 301 Yakima Street, Wenatchee, Washington.

**WHEREAS,** the property at 301 Yakima Street, Wenatchee, Washington (“Property”), is being placed for auction by the U.S. General Services Administration, Office of Real Property Utilization and Disposal on RealEstateSales.gov;

**WHEREAS,** the City of Wenatchee wishes to submit a bid to purchase the Property so that the Property may be used for a public purpose;

**WHEREAS,** to submit bids, the City of Wenatchee must authorize at least one individual to act on its behalf;

**WHEREAS,** the City of Wenatchee desires to authorize Mayor Frank Kuntz, Brad Posenjak, the City’s Finance Director, and Deanne McDaniel, the City’s Accountant, (collectively “Agents”) to submit bids on the City’s behalf;

**WHEREAS,** if the City of Wenatchee is the winning bidder, the City of Wenatchee desires to authorize Agents to execute documents to complete the purchase of the Property;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE THAT:**

1. Mayor Frank Kuntz, Brad Posenjak, the City’s Finance Director, and Deanne McDaniel, the City’s Accountant, (collectively “Agents”) are hereby authorized to

execute and sign any and all documents to become bidders on behalf of the City of Wenatchee on RealEstateSales.gov or any other auction website that offers the property at 301 Yakima Street, Wenatchee, Washington (“Property”) for sale under the terms and conditions outlined the Invitation for Bids, attached hereto as Exhibit “A”;

2. Agents are authorized to submit bids on behalf of the City of Wenatchee, in an amount not to exceed their maximum authority as directed by the City Council, to purchase the Property on RealEstateSales.gov or any other auction website that offers the Property for sale;

3. Agents’ maximum authority shall remain confidential so that the City may obtain the Property at the lowest possible amount for the financial benefit of the public; and

4. In the event the City of Wenatchee is the winning bidder, Agents are authorized to execute and sign any and all documents to complete the purchase of the Property.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE**, at a regular hearing thereof this 26th day of January, 2017.

CITY OF WENATCHEE, a Municipal Corporation

By: \_\_\_\_\_  
Frank Kuntz, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY STANGER  
City Clerk

APPROVED:

By: \_\_\_\_\_  
STEVE D. SMITH, City Attorney



**Office of Real Property Utilization and Disposal  
U.S. General Services Administration  
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY  
Wenatchee Federal Building  
IFB Number ZEATL917128001  
GSA Control No. 9-G-WA-1286AA  
Issued on January 19, 2017**

This Property is located at 301 Yakima Street, Wenatchee, WA 98801. The Property contains approximately 2.69 +/- acres and is improved with a four story office building, with full basement and mechanical penthouse, of approximately 104,414 +/- gross square feet.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at [RealEstateSales.gov](http://RealEstateSales.gov).

**Auction Summary**

Sale Type: **Online Auction**  
Start Date: **February 2, 2017 11:00 a.m. CT**  
End Date: **Based on Bidding**  
Starting Bid: **\$1,000,000.00**  
Registration Deposit: **\$50,000.00**  
Bid Increment: **\$10,000.00**

**Sales Information**

Andrew Schwartz  
253-931-7556  
[Andrew.schwartz@gsa.gov](mailto:Andrew.schwartz@gsa.gov)

**Online Auction**

[RealEstateSales.gov](http://RealEstateSales.gov)  
Register and submit your bid

**Online Auction Assistance**

Lisa Roundtree  
253-931-7709  
[Lisa.roundtree@gsa.gov](mailto:Lisa.roundtree@gsa.gov)

**Send Bid Form and Registration**

**Deposit to:**

U.S. General Services Administration  
Real Property Utilization and Disposal (9PZF)  
400 15<sup>th</sup> St. S.W., Auburn, WA 98001  
Attn: Lisa Roundtree

**Property Disposal Web Page**

<https://propertydisposal.gsa.gov>

**Inspection Opportunities:**

The Property will be open for inspection on the date listed below:

Thursday, January 26, 2017

Tours of the building will begin at 1:00 p.m. and 2:00 p.m.

**TABLE OF CONTENTS**

Property Description .....	page 2
Terms of Sale .....	page 4
Instructions to Bidders .....	page 9
Notices and Covenants.....	page 15
Bidder Registration and Bid Form.....	page 19
Draft Quitclaim Deed (Exhibit A).....	page 21

# PROPERTY DESCRIPTION

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## 1. LOCATION AND SETTING

The Wenatchee Federal Building is located at 301 Yakima Street, Wenatchee, Washington 98801. Wenatchee is 150 miles east of Seattle and 170 miles west of Spokane in north-central Washington and is the largest city and county seat of Chelan County, with an estimated population of 33,070. Located at the confluence of the Columbia and Wenatchee rivers, near the eastern foothills of the Cascade Range, Wenatchee lies on the western side of the Columbia River.

## 2. SALE PARCEL DESCRIPTION

The Wenatchee Federal Building is a 104,414+/- gross square foot, four story office building located in the City of Wenatchee, Chelan County, Washington. The property is located on the full block bounded by Yakima Street to the North, South Chelan Avenue, Kittitas Street and Methow Street. The improvements consist of an office building with masonry tilt-wall construction, a full basement, and mechanical penthouse. The building was constructed in 1973. The building has 74,152+/- square feet of net rentable area on 2.69+/- acres with 129 parking spaces. Of the rentable square feet, the property has approximately 43 percent office space and 41 percent industrial space with the remainder dedicated to mechanical space. The property has several loading docks. The property contains artwork. Please refer to page 17 for the artwork preservation deed covenant. For additional artwork photos please visit <http://www.publicartarchive.org/work/untitled-earthwork-concrete-retaining-wall#date>. There is currently a revocable permit in place for the City's Art on the Avenues on Yakima Street. A copy of the permit is posted under the additional documents section on the auction site at RealEstateSales.gov.

Currently, the property is 38.5 percent occupied by federal tenants (approximately 26,295 +/- rentable square feet).

For Additional information: <https://www.gsa.gov/portal/content/166919>

## REQUIREMENT TO LEASEBACK SPACE TO GSA

The Purchaser of the Property will be required to lease back to the Government approximately 26,295 rentable square feet (RSF). The term of the Lease will be for 5 Years, 2 Years firm from the date of conveyance. The Purchaser shall sign the Lease prior to conveyance. The proposed Lease is posted as an "Additional Document" under the Property's listing on RealEstateSales.gov.

## 3. DRIVING DIRECTIONS

From 1-90 E: Follow 1-90E to WA-10/WA-970. Take exit 85 from 190E, Follow WA-970 to US-97 N, Continue on US-97 N to Sunnyslope, Follow N Wenatchee Ave and N Chelan Ave. to Yakima St. in Wenatchee.

## 4. LEGAL DESCRIPTION

Block 31, Amended Great Northern Plat, according to the plat thereof recorded in Volume 1 of Plats, Page 15.

Together with alley in said block, condemned in United States District Court, Eastern Washington District Civil Cause No. 3320.

## 5. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)

Parcel ID: 54046

Geographic ID: 222010590436

Wenatchee, Chelan County, Washington

## **6. UTILITIES & SERVICE PROVIDERS**

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the utility providers below for information on the availability of utilities.

### **Gas**

Cascade Natural Gas

1-888-522-1130

[customerservice@cngc.com](mailto:customerservice@cngc.com)

### **Electric**

Chelan County PUD

(509) 663-8121

### **Telephone**

CenturyLink

1-888-351-5729

### **Water**

City of Wenatchee

(509) 888-3600

### **Sewer**

Chelan County PUD

(509) 663-8121

### **Solid Waste Disposal**

Waste Management - 1-877-466-4668

# TERMS OF SALE

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## 1. DEFINITIONS

### a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; Terms of Sale; Instructions to Bidders; Notice and Covenants and Special Terms of Sale; Bidder Registration and Bid Form for Purchase of Government Property; associated leasebacks and Exhibits. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

### b. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

### c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency conducting this sale. GSA has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

### d. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

### e. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts and is used interchangeably with "Buyer" and "Grantee."

### f. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

### g. BID INCREMENT/INTERVAL

The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at [RealEstateSales.gov](http://RealEstateSales.gov).

### h. FLAT BID

A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

### i. AUTOMATIC BID

Also known as "bid by proxy" wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computers have automated the proxy role and bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

### j. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.



## **k. BACKUP BIDDER**

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

## **l. EARNEST MONEY**

The term "Earnest Money" refers to the Bidder's deposit of money demonstrating the Purchaser's good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government's acceptance of the Bidder's offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

## **m. WEBSITE**

The GSA Auctions® website, [GSAuctions.gov](http://GSAuctions.gov), has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at [RealEstateSales.gov](http://RealEstateSales.gov). Additional information can also be found at [propertydisposal.gsa.gov](http://propertydisposal.gsa.gov).

## **2. DESCRIPTION PROVIDED IN IFB**

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (9PZF) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

## **3. INSPECTION**

The Property will be made open for inspection and the dates and times will be posted on the auction site at [realestatesales.gov](http://realestatesales.gov)

**No one will be allowed access to the Property without the presence of a GSA employee or designee.**

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

## **4. CONTRACT**

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

## **5. CONDITION OF PROPERTY**

The Property is offered for sale **"AS IS" AND "WHERE IS"** without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser

acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction. An “As Is, Where Is” provision will be included in the draft of the Quitclaim Deed posted as an “Additional Document” under the Property’s listing on RealEstateSales.gov.

## **6. ZONING**

The Property is zoned Central Business District. The Property is subject to the jurisdiction of the City of Wenatchee Department of Community and Economic Development. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

According to the zoning ordinance, the property generally represents a legal conforming use while the number of parking spaces may be noncompliant. According to information in the zoning regulations, the 129 parking spaces does not meet the city code of 5 spaces per 1,000 gross floor area for municipal buildings.

### **SEISMIC NOTICE:**

The Property is located in a high risk area for earthquakes. The property is not compliant and, in the event of a major modernization or change in use, seismic upgrades may be required. Please refer to the contact information in Paragraph 6 captioned “Zoning” for additional information

### **For more information contact:**

Department of Community and Economic Development  
Zoning/Land Use Permits  
509-888-3256

## **7. RISK OF LOSS**

As of the of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

## **8. TAXES, ASSESSMENTS AND OTHER COSTS**

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

## **9. REVOCATION OF BID AND DEFAULT**

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser’s default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

#### **10. GOVERNMENT LIABILITY**

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

#### **11. TITLE EVIDENCE**

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

#### **12. TITLE**

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

#### **13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

#### **14. COVENANT AGAINST CONTINGENT FEES**

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

#### **15. CONTINUING OFFERS**

Each bid received shall be deemed to be a continuing offer for Ninety (90) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the Ninety (90) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

#### **16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is Sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the Sixty (60) calendar day period.

On the closing date, the Purchaser shall tender to the Purchaser's Escrow Holder the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

## **17. DELAYED CLOSING**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$200.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

## **18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING**

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

Within five (5) business days from receipt of the executed deed, the Purchaser shall record the quitclaim deed in the official records of the county. The Purchaser shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to the following address:

U.S. General Services Administration  
Real Property Utilization and Disposal (9PZF)  
400 15<sup>th</sup> Street S.W.  
Auburn, WA 98001

Attn: Andrew Schwartz

## **19. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

## **20. ANTITRUST LAWS**

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

# INSTRUCTIONS TO BIDDERS

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## 1. AUCTION START DATE

The auction opens on **Thursday, February 2, 2017** at **11:00 a.m. (Central Time)**.

## 2. TYPE OF SALE

This sale will be an online auction conducted at [RealEstateSales.gov](http://RealEstateSales.gov). The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at [RealEstateSales.gov](http://RealEstateSales.gov), with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

## 3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

## 4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

## 5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

- (1) **Complete Online Registration:** Bidders must register online at [RealEstateSales.gov](http://RealEstateSales.gov). Click on "Register", establish a Username and Password and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of [GSAAuctions.gov](http://GSAAuctions.gov) can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from [RealEstateSales.gov](http://RealEstateSales.gov). GSA staff cannot assist in retrieving a lost or forgotten Username or Password.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after bid acceptance at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected to verify the data submitted by the user..

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file. You**

**may use a different credit card to provide the required Registration Deposit. Credit card registration deposits for real property sales cannot be made via GSA Auctions®.**

For more information and assistance on the online registration process, please go to <https://gsaauctions.gov/html/help/index.html>.

- (2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.
- (3) Provide Registration Deposit: A deposit in the amount of \$50,000.00 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

- b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit to:

U.S. General Services Administration  
Real Property Utilization and Disposal (9PZF)  
400 15<sup>th</sup> Street S.W.  
Auburn, WA 98001

Attn: Lisa Roundtree

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (253) 931-7554.

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

## **6. BIDDING IN GENERAL**

- a. Registered bidders may bid online by following the instructions at [RealEstateSales.gov](http://RealEstateSales.gov). By submitting your bid through [RealEstateSales.gov](http://RealEstateSales.gov), you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

- b. Bids received through [RealEstateSales.gov](http://RealEstateSales.gov) are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status on GSAAuctions®, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions® [Terms and Conditions](#).

## 7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at [RealEstateSales.gov](http://RealEstateSales.gov). Bidders may also review bid activity by clicking on the "My Messages" tab once logged in. New bids are immediately posted at [RealEstateSales.gov](http://RealEstateSales.gov) upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on [RealEstateSales.gov](http://RealEstateSales.gov), then you should call GSA at (253) 931-7709. Bidders are urged to pay close attention to [RealEstateSales.gov](http://RealEstateSales.gov) which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

## 8. ONLINE BIDDING

[RealEstateSales.gov](http://RealEstateSales.gov) allows you to place either a flat or automatic ("proxy") bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. [Realestatesales.gov](http://Realestatesales.gov) will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. Your automatic bid is not shown to other bidders. If a reserve price is set, [RealEstateSales.gov](http://RealEstateSales.gov) will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from [RealEstateSales.gov](http://RealEstateSales.gov) that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at [RealEstateSales.gov](http://RealEstateSales.gov) until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

## 9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you can not enter a bid at [RealEstateSales.gov](http://RealEstateSales.gov) then you should call GSA at (253) 931-7709 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

The Website may NOT be available during the following system maintenance window:

- Wednesday: 5:00 a.m. to 6:30 a.m. CT

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA Auctions<sup>SM</sup> to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

## 10. AUCTION CLOSE

The Government will announce a date and time for the Close Time on [RealEstateSales.gov](http://RealEstateSales.gov). The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for bid acceptance will be given to the High Bidder.

If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) beginning at the time the increased bid is placed. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at [RealEstateSales.gov](http://RealEstateSales.gov).

## 11. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.



## **12. BID EXECUTED ON BEHALF OF BIDDER**

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

## **13. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a registration deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

## **14. AUCTION SUSPENSION OR CANCELLATION**

The Government reserves the right to temporarily suspend or cancel the auction for any reason without accepting a bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

## **15. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING**

Within three (3) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon acceptance of a bid, the Registration Deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within Sixty (60) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

## **16. REFUND OF REGISTRATION DEPOSITS**

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including

bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 37, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

## **17. BACKUP BIDDER**

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 9, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Page 15 Paragraph 36, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

## **18. ADDITIONAL INFORMATION**

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or [RealEstateSales.gov](https://RealEstateSales.gov).

## **19. WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in bids received.

## NOTICES AND COVENANTS

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The following Notice and Covenants will be inserted in the Quitclaim Deed.

### HAZARDOUS SUBSTANCE NOTIFICATION

- a. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.
- b. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.
  - 1) This covenant shall not apply:
    - (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
    - (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
      - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
      - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
      - (iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).
  - 2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
    - (a) the associated contamination existed prior to the date of this conveyance; and
    - (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.
- c. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required

or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

### **NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)**

The Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

### **ASBESTOS CONTAINING MATERIALS**

- a. Bidders are warned that the Property contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- b. Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.
- c. No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
- d. The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- e. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- f. The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

## **AS-IS, WHERE-IS PROVISION**

- a. Grantee agrees and acknowledges that Grantor is selling the property strictly on an “as is, where is”, with all faults basis, without warranty, express or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the property available for inspection by Grantee and Grantee’s representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same “as is” in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as Grantor, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property’s conditions. except as set forth in the contract, Grantee is relying solely and wholly on Grantee’s own examination of the property, is fully satisfied with the property, and accepts any liabilities or costs arising in connection with the condition of the property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the property. Except as set forth in Section c, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and Grantee is advised to examine all public records available regarding the property.
- b. No employee or agent of Grantor is authorized to make any representation or warranty as to the quality or condition of the property, merchantability, suitability or fitness of the property for any use whatsoever, known or unknown to Grantor, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor be responsible or liable for latent or patent defects or faults, if any, in the property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the property.
- c. Nothing in this “as is, where is” provision will be construed to modify or negate the Grantor’s obligation under the CERCLA covenant or any other statutory obligations.

## **ARTWORK PRESERVATION**

On display, as a part of the developed Wenatchee Federal Building site, and conveyed herein, is the earthwork artwork, “Untitled”, an approximately 192”w x 792”l x 96”h in dimension, earth, sod and concrete artwork by Stan Dolega, was commissioned in 1980 by the General Services Administration (GSA) under the Art in Architecture Program for the property known as the Wenatchee Federal Building, 301 Yakima Street, Wenatchee, WA 98801 and is describe as follows:

Identification Number: AA51

Title: “Untitled”

Type: Soil, sod and concrete landscape element

Size: 487.7cm high x 2011.7cm wide x 243.8cm long (Art Work)

The United States of America acting by and through GSA, and GRANTEE agree to the following conditions regarding display and ultimate disposition of the Art Work:

- (a) GRANTOR reserves a right of access to all portions of the Property for investigation, remediation or other corrective action required to preserve the Art Work. This reservation includes the right of access to and use of available utilities at a reasonable cost to the GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action or corrective artistic preservation action is found to be necessary after the date of this conveyance. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable

advance written notice to the record title owner) to enter upon the Property and conduct investigations to include activities related to investigation, and to carry out remedial or removal actions as required or necessary to preserve the Art Work. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

(b) Protection & Maintenance : GRANTEE, its successors and assigns, agrees to be responsible for the protection and maintenance of the art work.

(c) Public Display: GRANTEE agrees to provide for public display of the art work in its current location at the Northeast corner of the developed site. (is open to the public to walk on the grass)

(d) Attribution: The Art Work will be accompanied by an interpretive plaque provided by GSA identifying the artist and noting that it was commissioned for the people of the United States by the Federal government.

(e) Disposition: With respect to "Untitled" by Stan Dolega, if GRANTEE conveys title to the Property to another party, then GRANTEE shall:

(1) Require, as a condition of sale, that the new owner of the Property protect and maintain the Art Work to the same extent as provided in subparagraphs (a), (b), and (c) above, subject to reversionary rights in the GSA.

(2) With or without consideration, on the condition that if the Art Work ceases to be displayed or used for public purposes, GRANTEE agrees to complete a photographic and written documentation of the Art Work by a qualified Fine Arts Conservator, as accredited by the American Institute for Conservation of Historic and Artistic Works (AIC), prior to its removal under the direction of the Fine Arts Conservator, and convey the Art Work documentation to a qualified public arts entity or museum, pre-approved by GSA, and as accredited by the American Association of Museums, and with documentation copies to the GSA.

The foregoing Artistic Preservation Covenants shall be deemed, in their entirety, binding servitudes upon the Property, and shall be deemed to run with the land.

## BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

**Wenatchee Federal Building**  
**301 Yakima Street**  
**SALE #: ZEATL917128001**  
**IFB #: ZEATL917128001**  
**REGISTRATION DEPOSIT: \$50,000.00**

**USERNAME:** \_\_\_\_\_  
(as established at RealEstateSales.gov)

**Bidder Information:** Please print or type legibly.

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

**BIDDER REPRESENTS THAT HE/SHE OPERATES AS** (check which applies) see Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

- An individual \_\_\_\_\_
- A partnership consisting of \_\_\_\_\_
- A trustee, acting for \_\_\_\_\_

**THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE**

- A limited liability partnership consisting of \_\_\_\_\_
- A corporation, incorporated in the State of \_\_\_\_\_
- A limited liability company \_\_\_\_\_
- Other \_\_\_\_\_

**Registration Deposit (check one):**

By certified or cashier's check made payable to the **U.S. General Services Administration**  
TIN or SS# \_\_\_\_\_ (please provide to expedite refund)

By Credit/Debit Card: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_ CSC/CVC \_\_\_\_\_

- Visa  MasterCard  Debit
- Discover  American Express

Name of Bidder as it appears on credit card \_\_\_\_\_

**Certification and Authorization**

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within Ninety (90) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. ZEATL917128001 including the Property Description, Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, Lease, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any bid placed online at [RealEstateSales.gov](http://RealEstateSales.gov). If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the bidder is not the Purchaser, the Registration Deposits will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a bidder for the sale of Government property.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Send Registration Form with Registration Deposit to:**

U.S. General Services Administration  
Real Property Utilization and Disposal (9PZF)  
400 15<sup>th</sup> Street S.W., Auburn, WA 98001  
Attn: Lisa Roundtree

FAX: (253) 931-7554

## **CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property  
see Instructions to Bidders, Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

**Wenatchee Federal Building  
301 Yakima Street  
Wenatchee, WA 98801**

**THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER  
(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE  
CORPORATION/ORGANIZATION).**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

\_\_\_\_\_ of said Corporation/Organization; that said bid was  
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the  
scope of its corporate/organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)



## Exhibit A

Return deed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### QUITCLAIM DEED

**Grantor**, the United States of America, by and through the Administrator of General Services (c/o Blaine Hastings, U.S. General Services Administration, 400 15<sup>th</sup> St SW, Auburn, WA 98001) under Title 40, U.S. Code, Chapter 5, *et. seq.*, as amended, and 41 CFR 102-75, in conjunction with the disposition of General Services Administration Case Number 9-G-WA-1286, for and in consideration of the sum of \_\_\_\_\_, the receipt of which is hereby acknowledged, does hereby convey and quitclaim to **Grantee**, \_\_\_\_\_, all of **Grantor's** interest in the following real property commonly known as the Wenatchee Federal Building, 301 Yakima Street, Wenatchee, WA 98801 (Parcel ID: 54046, Geographic ID: 222010590436, Wenatchee, Chelan County, Washington) and more particularly described as follows: Block 31, Amended Great Northern Plat, according to the plat thereof recorded in Volume 1 of Plats, Page 15.

Together with alley in said block, condemned in United States District Court, Eastern Washington District Civil Cause No. 3320.

This conveyance is subject to any and all prior restrictions, covenants, conditions, limitations, easement and reservations of record.

#### **HAZARDOUS SUBSTANCE ACTIVITY**

**(A) NOTICE Regarding Hazardous Substance Activity.** Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

**(B) CERCLA Covenant.** **Grantor** warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. **Grantor** warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

- (a) in any case in which **Grantee**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**
- (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **Grantee**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**
  - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- (2) In the event **Grantee**, its successor(s) or assign(s), seeks to have **Grantor** conduct any additional response action, and, as a condition precedent to **Grantor** incurring any additional cleanup obligation or related expenses, the **Grantee**, its successor(s) or assign(s), shall provide **Grantor** at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
- (a) the associated contamination existed prior to the date of this conveyance; and
  - (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **Grantee**, its successor(s) or assign(s), or any party in possession.

(C) **ACCESS.** **Grantor** reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right to use available utilities at reasonable cost to **Grantor**. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

#### **NOTICE OF THE POSSIBLE PRESENCE OF LEAD-BASED PAINT**

The **Grantee** acknowledges that a lead-based paint hazard may be present. The **Grantee** shall not permit residential habitation unless **Grantee** has eliminated lead hazards, if any, in accordance with all applicable laws and regulations.

#### **ASBESTOS COVENANT**

Asbestos containing materials (ACM) may be present in the building. **Grantee** covenants and agrees, on behalf of themselves, their successors and assigns, that in their use and occupancy of the **Property** they will comply with all Federal, state and local laws relating to asbestos. **Grantor** assumes no liability for damages for personal injury, illness, disability or death to the **Grantee**, or to **Grantee's** successors, assigns, employees, invitees, or to any other person subject to the control and direction of **Grantee**, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to the contact of any kind whatsoever with asbestos on the **Property** described in this deed, whether the **Grantee**, its successors or assigns has or have properly warned or failed to properly warn the individual(s) injured.

#### **ARTWORK PRESERVATION**

Displayed on the Northeast corner of the Property, as a part of the developed Wenatchee Federal Building site, and conveyed herein, is the earthwork artwork, "Untitled", an approximately 192" w x 792" l x 96" h in dimension, earth, sod and concrete artwork by Stan Dolega, was commissioned in 1980 by the General Services Administration (GSA) under the Art in Architecture Program for the property known as the Wenatchee Federal Building, 301 Yakima Street, Wenatchee, WA 98801 and is describe as follows:

Identification Number: AA51

Title: "Untitled"

Type: Soil, sod and concrete landscape element

Size: 487.7cm high x 2011.7cm wide x 243.8cm long (Art Work)

The United States of America acting by and through GSA, and GRANTEE agree to the following conditions regarding display and ultimate disposition of the Art Work:

- (a) GRANTOR reserves a right of access to all portions of the Property for investigation, remediation or other corrective action required to preserve the Art Work. This reservation includes the right of access to and use of available utilities at a reasonable cost to the GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action or corrective artistic preservation action is found to be necessary after the date of this conveyance. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations to include activities related to investigation, and to carry out remedial or removal actions as required or necessary to preserve the Art Work. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.
- (b) Protection & Maintenance: GRANTEE, its successors and assigns, agrees to be responsible for the protection and maintenance of the art work.
- (c) Public Display: GRANTEE agrees to provide for public display of the art work in its current location at the Northeast corner of the developed site. (is open to the public to walk on the grass)
- (d) Attribution: The Art Work will be accompanied by an interpretive plaque provided by GSA identifying the artist and noting that it was commissioned for the people of the United States by the Federal government.
- (e) Disposition: With respect to "Untitled" by Stan Dolega, if GRANTEE conveys title to the Property to another party, then GRANTEE shall:
  - (1) Require, as a condition of sale, that the new owner of the Property protect and maintain the Art Work to the same extent as provided in subparagraphs (a), (b), and (c) above, subject to reversionary rights in the GSA.
  - (2) With or without consideration, on the condition that if the Art Work ceases to be displayed or used for public purposes, GRANTEE agrees to complete a photographic and written documentation of the Art Work by a qualified Fine Arts Conservator, as accredited by the American Institute for Conservation of Historic and Artistic Works (AIC), prior to its removal under the direction of the Fine Arts Conservator, and convey the Art Work documentation to a qualified public arts entity or museum, pre-approved by GSA, and as accredited by the American Association of Museums, and with documentation copies to the GSA.

The foregoing Artistic Preservation Covenants shall be deemed, in their entirety, binding servitudes upon the Property, and shall be deemed to run with the land.

IN WITNESS WHEREOF, **Grantor** has caused this instrument to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017.

UNITED STATE OF AMERICA  
Acting by and through the  
Administrator of General Services

\_\_\_\_\_  
Blaine Hastings, Manager  
Real Property Disposal Office

STATE OF WASHINGTON  
COUNTY OF KING

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before the undersigned, a Notary Public in and for the State of Washington, personally appeared Blaine Hastings, to me known to be the Manager, Real Property Disposal Office, Auburn, WA, General Services Administration, and to me known to be the individual described in and who executed the foregoing Quitclaim Deed and who under oath stated that he was duly authorized, empowered, and delegated by the Administrator of General Services to execute said instrument and acknowledged the foregoing Quitclaim Deed to be his free and voluntary act and deed, acting for and on behalf of the Administrator of General Services, acting by and for the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year in this certificate written above.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing in Seattle, WA

My commission expires \_\_\_\_\_

ACCEPTANCE:           Wenatchee Federal Building (GSA Case No. 9-G-WA-1286)  
                                  301 Yakima Street  
                                  Wenatchee, WA 98801

\_\_\_\_\_ does hereby accept this Quitclaim Deed and by such acceptance agrees to all of the terms and conditions thereof.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

**TO:** Mayor Frank Kuntz  
City Council Members

**FROM:** Steve King, Director  
John Ajax, Planner

**SUBJECT:** Ordinance 2017-02; Moratorium - Small Cell Wireless Communication Facilities

**DATE:** January 23, 2017

**MEETING DATE:** January 26, 2017

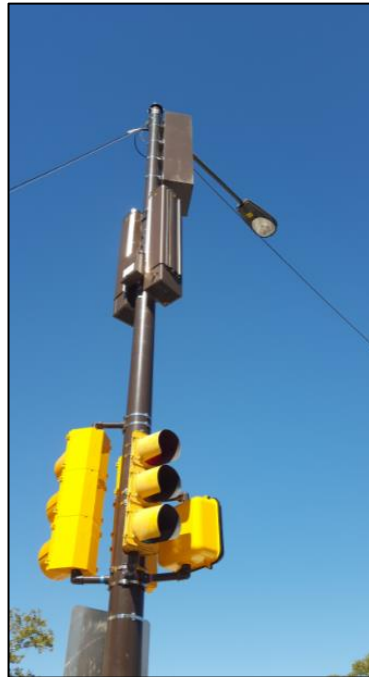
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**I. OVERVIEW**

A small number of cellular service companies have approached the City to inquire about establishing new 'small cell' wireless facilities within the City Rights-of-Way on structures such as utility or light poles. Current City Code requirements for wireless communication towers / antennas do not address these new technologies and new code is needed to establish a permitting process.

Staff is requesting a six month moratorium be enacted to allow time for research and development of code for the establishment, siting, location, permitting, or licensing of these proposed smaller facilities in the Right-of-Way. State law requires that a public hearing be held and a work plan developed with the adoption of a moratorium. A public hearing to present a work plan will be held on March 23, 2017.

Examples of small cell wireless equipment on utility poles in other jurisdictions.



**II. BUDGET IMPACTS**

No direct impacts to the City budget.

**III. ATTACHMENT(S)**

Ordinance 2017-02

**IV. DRAFT MOTION**

I move to adopt Ordinance 2017-02 enacting a six (6) month moratorium within the City of Wenatchee on the establishment, siting, location, permitting, or licensing of microcell, minor facilities and/or small cell facilities, as defined by RCW 80.36.375 or the federal Communications Act of 1934, as amended, located in the public right of ways.

**V. ADMINISTRATIVE ROUTING**

Tammy Stanger

Kim Schooley

## ORDINANCE NO. 2017-02

**AN ORDINANCE**, adopting a six (6) month moratorium within the City of Wenatchee on the establishment, siting, location, permitting, or licensing of microcell, minor facilities and/or small cell facilities, as defined by RCW 80.36.375 or the federal Communications Act of 1934, as amended, located in the public right of ways.

**WHEREAS**, in 1934, Congress enacted the Communications Act of 1934, creating the FCC and granting it authority over common carriers engaged in the provision of interstate or foreign communications services; and

**WHEREAS**, in 1996 Congress enacted Pub. L. No. 104-104, 110 Stat. 70 (the “**1996 Act**”), amending the Communications Act of 1934 and implementing the regulations applicable to both wireless and wireline communications facilities for the purpose of removal of barriers to entry into the telecommunications market while preserving local government zoning authority except where specifically limited under the 1996 Act; and

**WHEREAS**, the City has adopted regulations that have been codified as part of the municipal code of the City establishing local requirements for the location, construction, and modification of wireless facilities; and

**WHEREAS**, in 2012 Congress passed the “Middle Class Tax Relief and Job Creation Act of 2012” (the “**Spectrum Act**”) (PL-112-96; codified at 47 U.S.C. § 1455(a)); and

**WHEREAS**, Section 6409 (hereafter “**Section 6409**”) of the Spectrum Act implements additional substantive and procedural limitations upon state and local

government authority to regulate modification of existing wireless antenna support structures and base stations; and

**WHEREAS**, Congress through its enactment of Section 6409 of the Spectrum Act, has mandated that local governments approve, and cannot deny, an application requesting modification of an existing tower or base station if such modification does not substantially change the physical dimensions of such tower or base station; and

**WHEREAS**, the 1996 Act empowers the Federal Communications Commission (the “**FCC**”) to prescribe such rules and regulations as may be necessary in the public interest to carry out the provisions of the 1996 Act, and subsequently added portions of the 1996 Act such as Section 6409; and

**WHEREAS**, on October 21, 2014, the FCC issued its report and order, WT Docket Nos. 13-238, 13-32; WC Docket No. 11-59; FCC 14-153, (the “**Report and Order**” or “**Order**”) clarifying and implementing statutory requirements related to state and local government review of infrastructure siting, including Section 6409, with the intent of facilitating and expediting the deployment of equipment and infrastructure to meet the demand for wireless capacity; and

**WHEREAS**, the rules adopted by the FCC in its Report and Order implementing Section 6409 are intended by the FCC to spur wireless broadband deployment, in part, by facilitating the sharing of infrastructure that supports wireless communications through incentives to collocate on structures that already support wireless facilities; and

**WHEREAS**, the Report and Order also adopts measures that update the FCC’s review processes under the National Environmental Policy Act of 1969 (“**NEPA**”) and section 106 of the National Historic Preservation Act of 1966 (“**NHPA**”), with a particular



emphasis on accommodating new wireless technologies that use smaller antennas and compact radio equipment to provide mobile voice and broadband service; and

**WHEREAS**, on January 5, 2015, the FCC released an Erratum to the Report and Order making certain amendments to the provisions of the Report and Order related to NEPA and Section 106 of the NHPA; and

**WHEREAS**, that part of the Report and Order related to implementation of Section 6409, amends 47 C.F.R. Part 1 (PART 1 – PRACTICE AND PROCEDURE) by adding new Subpart CC § 1.40001 and establishing both substantive and procedural limitations upon local government application and development requirements applicable to proposals for modification to an existing antenna support structure or an existing based station (“**Eligible Facility Request Rules**”); and

**WHEREAS**, the Order, among other things, defines key terms utilized in Section 6409, establishes application requirements limiting the information that can be required from an applicant, implements a 60 day review requirement and tolling provisions, establishes a deemed approved remedy for applications not timely responded to, requires cities to approve a project permit application requesting modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, and establishes development standards that govern such proposed modifications; and

**WHEREAS**, the Order was published in the Federal Register on Thursday, January 8, 2015, Federal Register; Vol. 80; No. 5, resulting in the Eligible Facility Request Rules becoming effective on April 8, 2016; and

**WHEREAS**, the City Council finds that it is required under Section 6409 of the Spectrum Act and the Eligible Facility Request Rules established in the Order, to adopt

and implement local development and zoning regulations that are consistent with Section 6409 and the Order; and

**WHEREAS**, the City of Wenatchee has not addressed regulations or controls specifically related to microcell, minor facilities and/or small cell facilities regulated by RCW 80.36.375 or the federal Communications Act of 1934, as amended (hereinafter “wireless facilities”); and

**WHEREAS**, City staff needs time to study the secondary land use impacts of wireless facilities and any desired development standards to appropriately handle those impacts in the public right of ways; and

**WHEREAS**, the Wenatchee City Council hereby finds that a moratorium to preserve the status quo is necessary until the City can study the appropriate land use and/or licensing regulations to address the new rules regarding wireless facilities in the public right of ways; and

**WHEREAS**, RCW 36.70A.390 authorizes the City Council to adopt a moratorium for a period of up to six (6) months if a public hearing on the proposal is held within at least 60 days of its adoption providing for the six (6) month moratorium period; and

**WHEREAS**, the City Council desires to impose a six (6) month moratorium on the establishment, siting, location, permitting, or licensing of wireless facilities in the public right of ways; and

**WHEREAS**, moratoriums enacted under RCW 36.70A.390 are methods by which local governments may preserve the status quo so that new regulations will not be rendered moot by intervening development; and

**WHEREAS**, the Wenatchee Municipal Code does not currently have comprehensive provisions addressing the establishment, siting, location, permitting, or licensing of wireless facilities in the public right of ways; and

**WHEREAS**, in conformity with the responsibilities of the City of Wenatchee to meet public health, safety and welfare requirements and provide zoning and land use regulations pursuant to state law, and the City's authority to regulate land use activities within its corporate limits, the City intends to develop appropriate zoning and licensing requirements for the establishment of wireless facilities.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE, WASHINGTON, DO ORDAIN** as follows:

**SECTION I**  
**Findings**

The recitals set forth above are hereby adopted as the City Council's findings in support of the moratorium imposed by this Ordinance.

**SECTION II**  
**Moratorium Imposed**

Pursuant to Washington State law, a moratorium is hereby enacted prohibiting within the City of Wenatchee the establishment, siting, location, permitting, and licensing of wireless facilities in the public right of ways.

**SECTION III**  
**Effective Period for Moratorium**

The moratorium set forth in this Ordinance shall be in effect for a period of six (6) months from the date this Ordinance is passed and shall automatically expire at the

conclusion of that six (6) month period unless the same is extended by the City as provided in state law or unless terminated sooner by Ordinance.

**SECTION IV**  
**Work Program**

The Mayor and other responsible staff are hereby authorized to study and address issues related to determining the impacts and necessary controls on wireless facilities in the public right of ways.

**SECTION V**  
**Public Hearing**

A public hearing on the moratorium imposed herein shall be held on March 23, 2017, at 5:15 p.m., upon notice, in order to take testimony and to consider adopting further findings.

**SECTION VI**  
**Severability**

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance or its application to any other person or situation.

**SECTION VII**  
**Effective Date**

This Ordinance, as a public emergency ordinance necessary for the protection of public health, safety, and property, shall take effect immediately upon passage by a majority plus one vote of the City Council.

**PASSED BY THE CITY COUNCIL OF THE CITY WENATCHEE,**

at a regular meeting thereof, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF WENATCHEE,**  
a Municipal Corporation

By: \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY L. STANGER, City Clerk

APPROVED:

By: \_\_\_\_\_  
STEVE D. SMITH, City Attorney

## Council Agenda Report

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**To:** Mayor Frank Kuntz  
City Council Members

**From:** Chief Steve Crown

**RE:** Ordinance 2017-03: WCC 6A.10.080 Unlawful Hunting within the City Limits

**Date:** January 26, 2017

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### Overview / Background:

As Wenatchee City Code 6A.10.080 is currently written it is unenforceable. A violation of this code is subject exclusively to the code enforcement provisions of Title 16 WCC which commences with a notice of code violation and jurisdiction of the Code Enforcement Board. The proposed technical edit would specify that a violation of the code's provisions would be a Class 1 civil infraction administered pursuant to Chapter 16.08 WCC. Law enforcement officers would then be able to appropriately issue notices of infractions for future violations.

### Budget Impact:

None.

### Action Requested:

The following technical edits are requested:

6A.10.080 Hunting.

It is unlawful for any person to hunt any bird or animal within the city limits of the city of Wenatchee, except in areas of the city that may be designated by resolution of the city commission, and during such times as may be so designated. A violation of the provisions of this Section shall be a Class 1 civil infraction administered pursuant to Chapter 16.08 WCC. (Ord. 2017-03; Ord. 2014-02 § 2; Ord. 2001-02 § 20; Ord. 2419 § 1.01, 1980)

## **ORDINANCE NO. 2017-03**

**AN ORDINANCE**, amending Wenatchee City Code 6A.10.080 related to the penalty for unlawful hunting within the City limits.

**WHEREAS**, hunting on the shoreline of the Wenatchee and Columbia rivers within the City limits creates a public safety issue; and

**WHEREAS**, hunting any bird or animal within the City limits is currently unlawful unless otherwise designated by resolution of the City Council per Wenatchee City Code (WCC) 6A.10.080; and

**WHEREAS**, a violation of WCC 6A.10.080 is subject exclusively to the code enforcement provisions of Title 16 WCC which commences with a notice of code violation and jurisdiction of the Code Enforcement Board; and

**WHEREAS**, it would be in the best interest of the public health, safety and welfare to make a violation of WCC 6A.10.080 a Class 1 civil infraction with a maximum penalty of \$250, not including statutory assessments.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE, WASHINGTON, DO ORDAIN** as follows:

### **SECTION I**

WCC Section 6A.10.080 shall be amended and restated to read in its entirety as follows:

“6A.10.080 Hunting

It is unlawful for any person to hunt any bird or animal within the city limits of the City of Wenatchee, except in areas of the City that may be

designated by resolution of the City Council, and during such times as may be so designated. A violation of the provisions of this Section shall be a Class 1 civil infraction administered pursuant to Chapter 16.08 WCC.”

## **SECTION II**

Ordinance Nos. 2014-02 and 2001-02 and any prior Ordinances in conflict herewith shall be and hereby are amended to the extent necessary to be in conformance with this Ordinance.

## **SECTION III**

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance or its application to any other person or situation.

## **SECTION IV**

This Ordinance shall take effect thirty (30) days from and after publication as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY WENATCHEE,**

at a regular meeting thereof, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF WENATCHEE,**  
a Municipal Corporation

By: \_\_\_\_\_  
FRANK KUNTZ, Mayor



ATTEST:

By: \_\_\_\_\_  
TAMMY L. STANGER, City Clerk

APPROVED:

By: \_\_\_\_\_  
STEVE D. SMITH, City Attorney

**TO:** Mayor Frank Kuntz  
City Council Members

**FROM:** Steve King, Director  
Matt Parsons, Associate Planner

**SUBJECT:** Annexation, Resolution 2017-10 - Setting a Public Hearing Date

**DATE:** January 20, 2017

**MEETING DATE:** January 26, 2017

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## **I. OVERVIEW**

On November 10, 2016 a ten (10) percent annexation petition was brought before the Wenatchee City Council for property located in an unincorporated area north of Melody Lane and west of the Hutchinson's Subdivision. The approving motion set the annexation boundary, adopted the existing land use designation as Residential Moderate (RM), and required the annexation area to assume existing city indebtedness.

A 60 percent annexation petition was established and circulated following approval of the 10 percent petition. The petition has been signed by the majority property owners for the annexation area and certified by the Chelan County Assessor.

State law establishes when a legally sufficient petition is filed, the city council may consider it and:

1. Fix a date for a public hearing, and
2. Provide notice specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation. The notice is to be:
  - a. Published in one or more issues of a newspaper of general circulation in the city; and
  - b. Posted in three public places within the territory proposed for annexation

## **II. ACTION REQUESTED**

Staff is requesting the City Council approve Resolution 2017-10 to establish a date of February 9, 2017 for a public hearing to consider final action on the subject annexation.

## **III. BUDGET IMPACTS**

Annexation would result in additional annual property revenues to the City and one time revenues from future building permits. Estimates of annual property tax and the costs associated with providing additional City services are not currently available.

## **IV. ATTACHMENT(S)**

1. Resolution 2017-10

## **V. MOTION**

I move to approve Resolution 2017-10, setting a public hearing date of February 9, 2017 for final action on the proposed annexation.

**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger  
Kim Schooley

**RESOLUTION NO. 2017-10**

**A RESOLUTION,** fixing time for public hearing on petition for annexation of an unincorporated area north of Melody Lane and west of the Hutchinson's Subdivision known as the Grace City Church Annexation Area.

**WHEREAS,** there has been filed with the City Council of the City of Wenatchee a Petition for Annexation of the following described real property in Chelan County, Washington, to-wit:

See "Exhibit A" attached hereto and incorporated herein by reference as if fully set forth;

and

**WHEREAS,** said property is contiguous to the City of Wenatchee and has not heretofore been incorporated as a city or town; and

**WHEREAS,** said petition has been signed in writing by the owners of not less than sixty percent in value, according to the assessed valuation for general taxation of the property for which annexation is petitioned; and

**WHEREAS,** said petition has been certified by the Chelan County Assessor as seen in "Exhibit B"; and

**WHEREAS,** attached to said petition is a plat or drawing which outlines the boundaries of the property sought to be annexed.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF WENATCHEE, as follows:**

**SECTION I**

That Thursday, the 9<sup>th</sup> day of February, 2017, at the hour of 5:15 o'clock p.m. of said day, or as soon thereafter as the matter may be heard, has been fixed as the date for a public hearing upon said petition at the City Council Chambers at City Hall in Wenatchee, at which time and place all interested persons may appear and voice their approval or disapproval of said petition for annexation.

**SECTION II**

That the City Clerk of the City of Wenatchee give notice of the time and place of hearing of said petition by posting a copy of said notice in three (3) public places within the territory proposed for annexation and by publishing one copy thereof in one issue of *The Wenatchee World*, a newspaper of general circulation in the City of Wenatchee.

**PASSED BY THE CITY COUNCIL OF THE CITY OF  
WENATCHEE, at a regular meeting thereof, this 26<sup>th</sup> day of January, 2017.**

CITY OF WENATCHEE, a Municipal  
Corporation

By: \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY STANGER, City Clerk

APPROVED:

By: \_\_\_\_\_  
STEVE D. SMITH, City Attorney



**City of  
Wenatchee**

CITY OF WENATCHEE

JAN - 9 2017

**Community Development Department**  
1350 McKittrick Street/ P.O. Box 519  
Wenatchee, WA 98801/ 98807  
(509) 888-3261 FAX - (509) 888-3201

**PETITION TO COMMENCE ANNEXATION (DIRECT PETITION METHOD)**

- We, the undersigned, are owners of real property lying outside of the corporate limits of the City of Wenatchee, Washington, but contiguous thereto and designated as part of the Wenatchee Urban Growth Area. A legal description (Exhibit A) and map (Exhibit B) of this area are attached to this petition.
- We, the undersigned, who together, are the owners of not less than 60% assessed valuation of the real property described herein (Exhibit A), do hereby petition that such property(ies) be annexed to the City of Wenatchee under RCW 35A.14.120. The Wenatchee City Council held a public hearing on November 10, 2016 to accept a notice of intention to commence annexation subject to the conditions specified below. The following text is a quote of the motion made at the November 10 meeting as documented in the minutes:

*Motion to approve the annexation boundary of the ten percent (10%) annexation petition for property located in an unincorporated area north of Melody Lane and west of the Hutchinsons Subdivision, to require the adoption of the proposed zoning regulations as it is set forth in the Comprehensive Plan of the City as Residential Moderate, and to require the assumption of existing indebtedness of the City by the area to be annexed. Motion to approve by Councilmember Mark Kulaa. Councilmember Ruth Esparza seconded the motion. Motion carried (6-0).*

**WARNING**

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

Parcel Number	Physical Address	Property Owner	Signature	Title of Representative	Date
232021860020	Melody Lane	Grace City Church	<i>[Signature]</i>	EXECUTIVE PASTOR	1/4/17
232021860025	Melody Lane	Grace City Church	<i>[Signature]</i>	EXECUTIVE PASTOR	1/4/17
232021860042	Melody Lane	Grace City Church	<i>[Signature]</i>	EXECUTIVE PASTOR	1/4/17

## EXHIBIT A

City of Wenatchee, Washington

### GRACE CITY CHURCH ANNEXATION BOUNDARY DESCRIPTION

December 12, 2016

A parcel of land located within: the Southwest Quarter of Section 21 of Township 23 North, Range 20 East of the Willamette Meridian, Chelan County, Washington, more particularly described as follows:

That portion of Tract 7, Sunnyslope Farms, according to the plat thereof recorded in Volume 1 of Plats, pages 57 and 58, records of Chelan County, Washington, described as: BEGINNING at the Northwest corner of said Tract 7;

thence South  $1^{\circ}04'50''$  West along the West line thereof a distance of 115 feet, being the Southwest corner of property conveyed to Gary Blair Cooper and Kari Ann Cooper, husband and wife, by deed recorded under Auditor's File No. 2031559;

thence North  $87^{\circ}19'10''$  East parallel with the North line of said Tract 7 a distance of 100.16 feet to a point which is South  $87^{\circ}19'10''$  West a distance of 230.17 feet from the East line thereof, being the Northeast corner of property conveyed to Lloyd L. Fischer, et ux, by deed recorded under Auditor's File No. 9502090008

thence South  $0^{\circ}59'20''$  West along the East line of said property a distance 30 feet to the TRUE POINT OF BEGINNING;

thence continuing South  $0^{\circ}59'20''$  West along the East line of said property a distance of 286.16 feet, more or less, to the Northerly right-of-way line of P.S.H. No. 2 as conveyed to State of Washington by deed recorded under Auditor's File no. 446628;

thence Southwesterly perpendicular to and crossing ML (Melody Lane) Line Survey as defined by SR 2 Mile Post 117.61 to 119.30, Sunnyslope Interchange Vicinity, Chelan County, Right of Way and Limited Access Plan, Station L1 668+00 to L 698+00, sheet 4 of 6, Approved March 24, 1989, on file in the Office of the Washington State Department of Transportation, Olympia, Washington, at Highway Engineer's Station (hereinafter referred to as HES) ML 17+86.27 thereon a distance of 90 feet to the Southwesterly right-of-way of said ML Line;

thence Southeasterly parallel with said ML Line to a point opposite HES ML 20+99.39 P.T. thereon and 40 feet southwesterly therefrom, said line being both the Southwesterly right-of-way line of said ML Line and limited access control line of L1 Line, as defined by said plan;

thence Northeasterly along said Southwesterly right-of-way and limited access control line to a point opposite HES ML 20+99.39 P.T. thereon and 30 feet Southwesterly therefrom, as defined by said plan;

thence Southeasterly along said Southwesterly right-of-way and limited access control line to a point opposite HES ML 21+02.36 P.C. thereon and 30 feet Southwesterly therefrom, as defined by said plan;



Grace City Church Annexation Boundary Description

(continued)

thence Southeasterly and Easterly along said Southwesterly and Southerly right of way and limited access control line to a point opposite HES ML 22+74.60 P.T. thereon and 30 feet Southerly therefrom, as defined by said plan;

thence Southerly along said Southerly right-of-way and limited access control line to a point opposite HES ML 22+74.60 P.T. thereon and 40 feet Southerly therefrom, as defined by said plan;

thence Easterly, Northeasterly, and Northerly along the Southerly, Southeasterly, and Easterly right-of-way and limited access control line of said ML Line to a point opposite HES ML 36+55.93 thereon and 40 feet Easterly therefrom, as defined by said plan;

thence Westerly, leaving limited access control, crossing ML Line to a point opposite HES ML 36+55.93 thereon and 30 feet Westerly therefrom, to the Westerly right-of-way line of said ML Line, as defined by said plan, said line being also hereinafter described Line No. 2: (as conveyed by State of Washington in Deed recorded under auditor's no. 9110010011);

thence Southerly, Southwesterly, and Westerly along said Line No. 2 to the beginning point of said line, being the Westerly, Northwesterly, and Northerly right-of-way line of ML Line, as defined by said Deed;

thence North 55°45'49" West a distance of 40.32 feet to a point 30 feet Easterly, when measured at right angles and / or radially, from the AV Line Survey, as described by aforementioned plan, being the Northeasterly right-of-way line of ML Line, as described by said plan;

thence Northerly parallel with AV Line to a point opposite HES AV 11+20.04 thereon and 30 feet therefrom, being the Easterly right-of-way line of AV Line, as described by said plan;

thence Westerly, crossing AV Line, to a point opposite HES AV 11+20.04 thereon and 30 feet therefrom, being the Northerly right-of-way line of ML Line, as described by said plan;

thence South 0°14'01" West, parallel with AV Line, a distance of 55.04 feet to a point 30 feet Westerly, when measured at right angles and / or radially, from the AV Line Survey, being the Westerly right-of-way line of said AV Line, as described by said plan;

thence South 53°12'46" West a distance of 45.69 feet to a point 40 feet Northerly, when measured at right angles and / or radially, from the ML Line Survey, being the Northwesterly right-of-way line of ML Line, as described by said plan;

thence Westerly parallel with ML Line and 40 feet Northerly, when measured at right angles and / or radially, therefrom, to a point on the East line of Lot 5, Sunnyslope Farms, according to the plat thereof recorded in Volume 1 of Plats, pages 57 and 59, records of Chelan County, Washington, being the Northerly right-of-way line of ML Line, as described by said plan;

Grace City Church Annexation Boundary Description

(continued)

thence Northerly, leaving the Northerly right-of-way line of ML Line, along the East line of said Lot 5 to the Northeast corner of said Lot 5, as described by said plat;

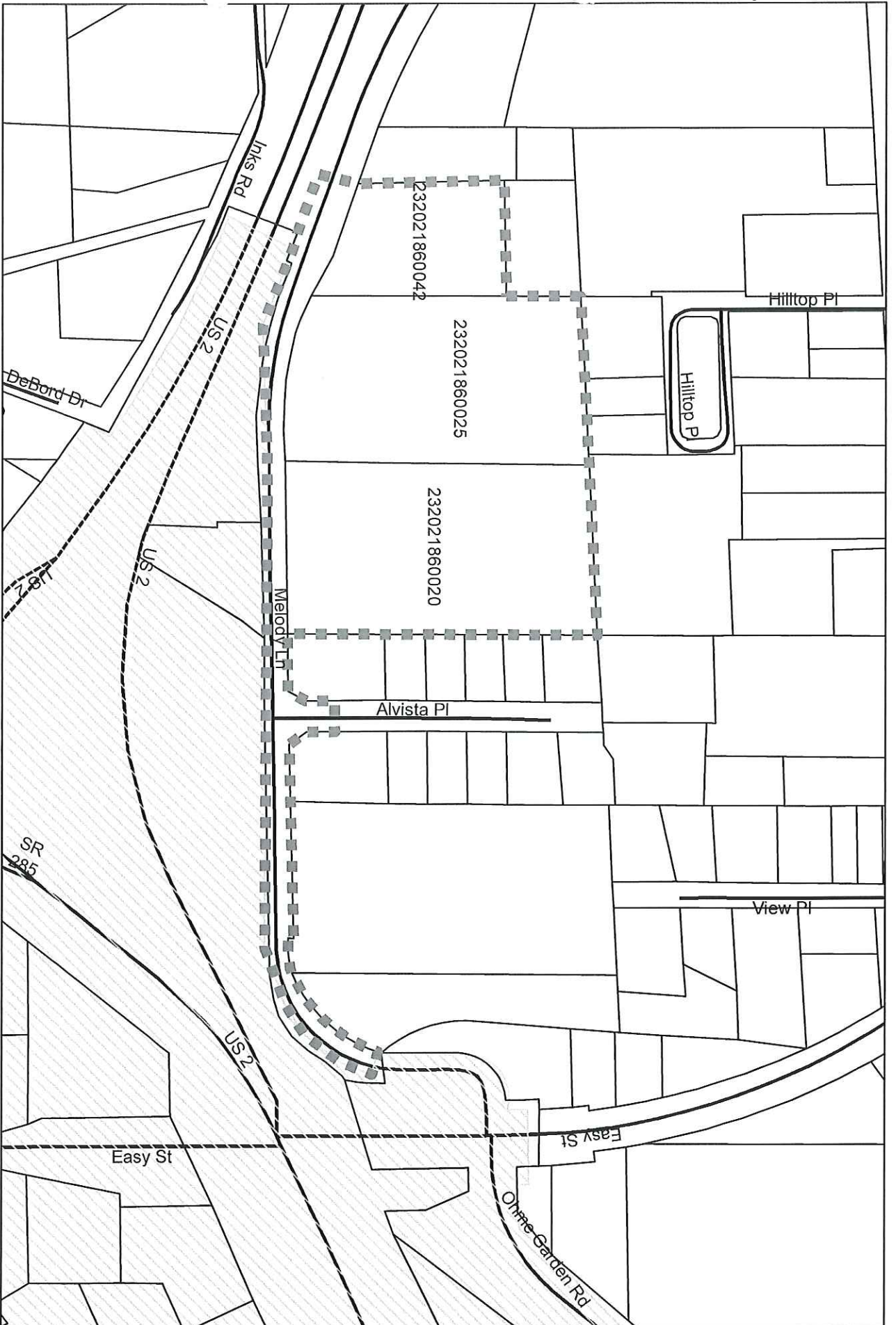
thence Westerly along the North line of said lot 5 to the Northeast corner of Lot 6, as described by said plat;

thence Westerly along the North line of said Lot 6 to the Northeast corner of Lot 7, as described by said plat;

thence South 0°59'20" West a distance of 145.0 feet to a point which is the Southeast corner of property conveyed to Stanley Schneller, Trustee, by deed recorded under Auditor's File No. 9401060011;

thence South 87°19'10" West along the South line of said Schneller South line a distance of 230.17 feet, more or less, to the East line of property conveyed to Loyd L. Fischer, et us, by deed recorded under Auditor's File No. 9502090008, and the TRUE POINT OF BEGINNING.

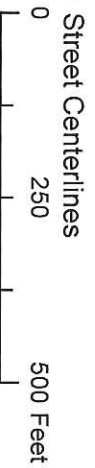
Prepared By: Joshua Velazquez  
Date: December 12, 2016



### Legend

- Grace City Church Annexation
- Urban Growth Area
- City Limits
- Street Centerlines
- Parcels


### Exhibit B: Proposed Grace City Church Annexation Area



City of  
Wenatchee

**DECLARATION**

CHRIS SPETEN, under the penalty of perjury under the laws of  
(Name)  
the State of Washington, states and declares that he or she is the EXECUTIVE PASTOR  
(Official Capacity)  
of GRACE CITY CHURCH that he or she has the authority to sign deeds  
(Corporate Entity)  
and encumbrances on behalf of such entity, and that he or she has been duly authorized to sign the  
foregoing Petition for Annexation on behalf of such entity.

  
(Signature)  
CHRIS SPETEN  
(Printed Name)  
EXECUTIVE PASTOR  
(Title)



**Deanna C. Walter**  
**CHELAN COUNTY ASSESSOR**

350 Orondo Ave, Suite 6  
Wenatchee, WA 98801-2885  
PHONE: 509-667-6365 FAX: 509-667-6664  
WEBSITE: <http://www.co.chelan.wa.us/assessor>

**DETERMINATION OF SUFFICIENCY OF PETITION  
FOR ANNEXATION  
(RCW 35.21.005 / RCW 35A.01.040)**

**DIRECT PETITION METHOD  
(RCW 35.13 / RCW 35A.14)**

*Grace City Church PID's 24927, 24929, 24933*

Date petition submitted to County Assessor: *January 9, 2017*  
Terminal Date (RCW 35.31.004): *January 17, 2017*  
Assessment Date: *January 1, 2016*

The petition  DOES  DOES NOT meet the required minimum 60% of assessed value.

Total Assessed Value of proposed annexation area: *\$428,427*

Total Assessed Value of petition: *\$343,197*

Percent of Assessed Value: *80%*

*Deanna Walter*  
Deanna Walter, Assessor

*1/17/17*  
Date

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**COUNCIL AGENDA REPORT**

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**TO:** Frank Kuntz, Mayor  
City Council Members

**FROM:** Allison Williams, Executive Services Director

**SUBJECT:** Resolution 2017-11

**DATE:** January 23, 2017

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The City of Wenatchee's Lodging Tax Advisory Committee had an open term as the result of the resignation of Stephanie Grubich, who moved out of the area in December. Linda Haglund, and At-Large member of TPA applied for the open position (Position #4) on LTAC. Her application was considered at the regular January 18<sup>th</sup> meeting of the LTAC and she was recommended to fill the position allowing for the cross pollination of TPA and LTAC. Linda Haglund's application follows.

It should be noted that the committee was also notified that TPA member Sarah Robinson, Red Lion, who would have filled the open generator position could not serve on both the TPA and LTAC. As a result, staff put out the call for new hotel generator applicants and hopes to have a new applicant for the open lodging tax generator position (Position #8).

**Action Requested:** City Council motion to approve Resolution 2017-011 appointing Linda Haglund to an open two year term on the City's Lodging Tax Advisory Committee ending December 31, 2017.

## RESOLUTION NO. 2017-11

A **RESOLUTION**, appointing a member to the Lodging Tax Advisory Committee to fill a vacancy for a term ending December 31, 2017.

**WHEREAS**, Linda Haglund has expressed an interest in serving as a member of the City of Wenatchee Lodging Tax Advisory Committee to fill a vacancy for a term ending December 31, 2017.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE** makes the following appointment to the Lodging Tax Advisory Committee for the term noted:

**NAME & ADDRESS**

Linda Haglund  
824 12<sup>th</sup> St NE  
East Wenatchee, WA 98802

**TERM EXPIRES**

December 31, 2017

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 26<sup>th</sup> day of January, 2017.

CITY OF WENATCHEE, a Municipal  
Corporation

By \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By \_\_\_\_\_  
TAMMY L. STANGER  
City Clerk

APPROVED:

By \_\_\_\_\_  
STEVE D. SMITH, City Attorney





**City of Wenatchee**  
Volunteer Commission and Board Application

**COMMISSION/BOARD INFORMATION**

Board (s) I would like to be considered for: (If more than one, please rank them in order of preference)

- |  |   |
|--|---|
| <input type="checkbox"/> Arts, Recreation & Parks Commission | <input type="checkbox"/> Greater Wenatchee Regional Events Center PFD Board |
| <input type="checkbox"/> Cemetery Advisory Board             | <input type="checkbox"/> Historic Preservation Board                        |
| <input type="checkbox"/> Civil Service Board                 | <input checked="" type="checkbox"/> Lodging Tax Advisory Committee          |
| <input type="checkbox"/> Code Enforcement Board              | <input type="checkbox"/> Planning Commission                                |
| <input type="checkbox"/> Diversity Advisory Committee        | <input type="checkbox"/> Tourism Promotion Area Board                       |

**APPLICANT INFORMATION**

City of Wenatchee Resident  Yes  No

*Residency Requirement: Applicants must reside within the City Limits of Wenatchee except the Arts Commission, Diversity Advisory Committee, Historic Preservation Board, and the Parks & Recreation Advisory Board*

Last Name: Haglund First Name: Linda Initial: E.

Physical Address: 824 12th St NE City: East Wenatchee Zip: 98802

Mailing Address: Same City: \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: 509 662-0059 Evening Phone: 509 679-7737

E-mail: linda@wendowntown.org Years lived in Wenatchee Valley: 60

Occupation: Executive Director Wenatchee Downtown Assoc. Years of Experience: 5.5 year in this job

Work Address: 103 Palouse St Suite 35 City: Wenatchee Zip: 98801

Education and Formal Training: Served in one capacity or another in this community my entire life

Have you ever been convicted of a felony or released from prison?  Yes  No

(A conviction record will not necessarily bar you from serving. Factors such as the nature and gravity of the crime, the length of time that has passed since the conviction and/or completion of any sentence, and the nature of the position for which you have applied will be considered.)

**Volunteer/Community Experience:**

Organization and Duties: Apple Blossom Festival Board and Chairperson Length of Service: 20+yrs

Organization and Duties: Wenatchee Valley Convention & Visitor Bureau Board Length of Service: 2 years

Organization and Duties: Wenatchee Valley Chamber of Commerce Board Length of Service: 3 yrs

Organization and Duties: Wenatchee Valley Museum & Cultural Center Board Length of Service: 3 months

Organization and Duties: Tourism & Promotion Board Length of Service: 2 years

Skills/Special Interests: Anything and everything that promotes this amazing place we live....

Experience related to the Commission/Board: I have served on both for profit and non profit boards in my adult life. Also have worked for organizations that are tourism related. I owned and operated a business as well have worked for a larger retail chain. I believe I understand being fiscal responsible as well as the importance of growth and trying new things. I believe I serve well at seeing all sides of a situation and am not afraid to speak up if I believe something is wrong.

Why are you seeking this appointment? I believe that having a stronger connection with the TPA Board and LTAC is important

Would any conflict of interest be created as a result of your appointment?  Yes  No

If yes, please explain: And if the time came that it were or even remotely might be...I would step out of the conversation.

**REFERENCES**

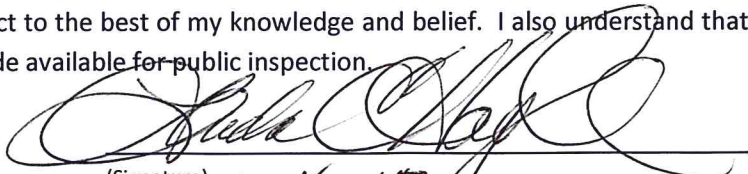
Name: Alan Walker  
Address: 107 S. Mission City: Wenatchee Zip: WA  
Phone: 509 662-8261 Email: alan@uwcdc.org  
Occupation: Executive Director United Way of Chelan/Douglas Counties Years known: 10 years

Name: Darci Christopherson  
Address: 2 South Chelan City: Wenatchee Zip: 98801  
Phone: 509 662-3616 Email: darci@appleblossom.org  
Occupation: Festival Administrator Washington State Apple Blossom Festival Years known: 20 Plus

Name: Jamie Huber  
Address: 103 Palouse Suite 10 City: Wenatchee Zip: 98801  
Phone: 509 662-4589 Email: jamie.huber@wsu.edu  
Occupation: Development Coordinator Northwest Public Radio Years known: 6 years

**AFFIDAVIT OF APPLICANT**

I, Linda E. Haglund, do hereby certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I also understand that this completed application may be made available for public inspection.

  
(Signature)  
Date: 1-4-17

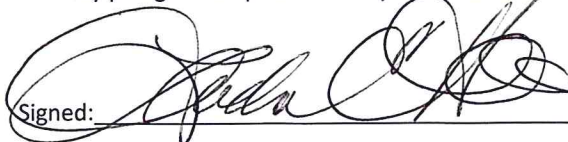



**City of Wenatchee  
Volunteer Board, Commission and Committee Responsibilities**

To be selected and serve as a City of Wenatchee volunteer Board, Commission or Committee Member is a high honor and provides an unusual opportunity for genuine public service. Although the specific duties of each of the City's Boards vary widely with the purpose for which they are formed, there are certain responsibilities that are common to all members. As a volunteer Board, Commission or Committee representative of the City of Wenatchee, I agree to:

1. Understand my role and scope of responsibility. I will be informed of the individual group's scope of responsibility and operating procedures.
2. Represent the majority views of the group. Individual "opinions" to the public and press are discouraged, and, if given, must be identified as such.
3. Practice open and accountable government. I will be as open as possible about my decisions and actions, and also protect confidential information.
4. Represent the public interest and not special interest groups.
5. Not make decisions in order to gain financial or other benefits for myself, my family, or friends.
6. Serve as a liaison between the City and its citizens and can help reconcile contradictory viewpoints and to build a consensus around common goals and objectives. I will serve as a communication link between community, staff, and City, representing City programs and recommending and providing a channel for citizen expression.
7. Understand my role as a supportive relationship with the City Council and City staff and to follow the proper channel of communication through the designated staff person providing support for the group.
8. Do my homework and be thorough in recommendations. I will review agenda items under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. My conclusions will be based on careful preparation to strengthen the value of the group's recommendation.
9. Adhere to the highest standards of integrity and honesty in all endeavors and strive to safeguard the public trust. I shall announce any direct or remote conflict of interests prior to the discussion (RCW 42.36).
10. Understand that my authority is limited to decisions made by the group, and that in most cases, the decisions are advisory.
11. Understand that in my role I recommend policy while administrators and staff carry out approved policy.
12. Establish a good working relationship with fellow group members. I will respect individual viewpoints and allow other members time to present their views fully before making comments. I will be open and honest and welcome new members.
13. Not use or involve my membership in the conduct of political activities. However, I am not restricted from participating in political activities outside of my involvement in the group.

I hereby pledge to be positive in my role as a volunteer with the City and accept responsibility for my participation.

Signed:  Date: 

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**COUNCIL AGENDA REPORT**

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**TO:** Frank Kuntz, Mayor  
City Council Members

**FROM:** Allison Williams, Executive Services Director

**SUBJECT:** Resolution 2017-12

**DATE:** January 23, 2017

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The City of Wenatchee's Diversity Advisory Committee had one remaining open term. It is the remainder of a three year term that had been filled by Alyssa Martinez from the YWCA, who had to leave the area. The committee received an application from Paula Arno Martinez. She was interviewed at the regular January 11<sup>th</sup> meeting of the committee and recommended for appointment to the open two year term. Her application follows.

**Action Requested:** City Council motion to approve Resolution 2017-012 appointing Paula Arno Martinez to an open two year term on the City's Diversity Advisory Committee ending December 31, 2018.

## RESOLUTION NO. 2017-12

**A RESOLUTION,** appointing a member to the Diversity Advisory Committee for a two (2) year term.

**WHEREAS,** Paula Arno Martinez has expressed an interest in serving as a member of the City of Wenatchee Diversity Advisory Committee for a two year term.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE** makes the following appointment, commencing immediately, to the Diversity Advisory Committee for the term noted:

**NAME & ADDRESS**

Paula Arno Martinez  
800 Third Street  
Wenatchee, WA 98801

**TERM EXPIRES**

December 31, 2018

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 26<sup>th</sup> day of January, 2017.

CITY OF WENATCHEE, a Municipal  
Corporation

By \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By \_\_\_\_\_  
TAMMY L. STANGER  
City Clerk

APPROVED:

By \_\_\_\_\_  
STEVE D. SMITH, City Attorney



**City of Wenatchee**  
Volunteer Commission and Board Application

**COMMISSION/BOARD INFORMATION**

Board (s) I would like to be considered for: (If more than one, please rank them in order of preference)

- |  |   |
|--|---|
| <input type="checkbox"/> Arts, Recreation & Parks Commission     | <input type="checkbox"/> Greater Wenatchee Regional Events Center PFD Board |
| <input type="checkbox"/> Cemetery Advisory Board                 | <input type="checkbox"/> Historic Preservation Board                        |
| <input type="checkbox"/> Civil Service Board                     | <input type="checkbox"/> Lodging Tax Advisory Committee                     |
| <input type="checkbox"/> Code Enforcement Board                  | <input type="checkbox"/> Planning Commission                                |
| <input checked="" type="checkbox"/> Diversity Advisory Committee | <input type="checkbox"/> Tourism Promotion Area Board                       |

**APPLICANT INFORMATION**

City of Wenatchee Resident  Yes  No

*Residency Requirement: Applicants must reside within the City Limits of Wenatchee except the Arts Commission, Diversity Advisory Committee, Historic Preservation Board, and the Parks & Recreation Advisory Board*

Last Name: Arno Martinez First Name: Paula Initial: B

Physical Address: 800 Third Street City: Wenatchee Zip: 98801

Mailing Address: PO Box 3082 City: Wenatchee Zip: 98801

Day Phone: (713) 478-6289 Evening Phone: Same

E-mail: p.arnomartinez@gmail.com Years lived in Wenatchee Valley: 2.5

Occupation: Attorney Years of Experience: 4

Work Address: 113 Second Street, #5 City: Wenatchee Zip: 98801

Education and Formal Training: JD - Texas Southern University; BA - University of Texas at San Antonio

Have you ever been convicted of a felony or released from prison?  Yes  No

(A conviction record will not necessarily bar you from serving. Factors such as the nature and gravity of the crime, the length of time that has passed since the conviction and/or completion of any sentence, and the nature of the position for which you have applied will be considered.)

**Volunteer/Community Experience:**

Organization and Duties: WA Commission for Hispanic Affairs - Commissioner Length of Service: 2 m

Organization and Duties: Latino/a Bar Association of Washington - Director of Communications (2013-2015) Length of Service: 2 y

Organization and Duties: Kappa Delta Chi Sorority, Inc. (Latina-founded community service organization) - Various national positions Length of Service: 12 y

Organization and Duties: \_\_\_\_\_ Length of Service: \_\_\_\_\_

Organization and Duties: \_\_\_\_\_ Length of Service: \_\_\_\_\_

Skills/Special Interests: Skills: event-planning, speak/write Spanish fluently. Interests: hiking, snowshoeing, swimming.

Experience related to the Commission/Board: I have experience through my sorority involvement and as an immigrant rights activist in planning large-scale community/cultural events. In 2012, while employed with the NW Immigrant Rights Project in Granger, I coordinated and executed all of the DACA workshops in Eastern/Central WA. This included securing locations and recruiting volunteers.

Why are you seeking this appointment? As a queer Latina living in Wenatchee, I feel that my experiences bring a different perspective to the Committee. I love living in Wenatchee and I want to give back to the community.

Would any conflict of interest be created as a result of your appointment?  Yes  No

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

**REFERENCES**

Name: Vanessa Gutierrez  
Address: 37 S Wenatchee Ave, Suite C City: Wenatchee Zip: 98801  
Phone: 805-791-5943 Email: vanessag@nwirp.org  
Occupation: Attorney Years known: 4

Name: Lindsey Paxton  
Address: 300 S Okanogan City: Wenatchee Zip: 98801  
Phone: 509-714-2421 Email: lapaxton@gmail.com  
Occupation: Attorney Years known: 2.5

Name: Sandy Restrepo  
Address: 14249 Ambaum Blvd SW, Suite R City: Burien Zip: 98166  
Phone: 206-251-1627 Email: sandy@colectivalegal.org  
Occupation: Attorney Years known: 3

**AFFIDAVIT OF APPLICANT**

I, Paula Arno Martinez, do hereby certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I also understand that this completed application may be made available for public inspection.

\_\_\_\_\_  
(Signature)  
Date: 12/15/2016



**City of Wenatchee  
Volunteer Board, Commission and Committee Responsibilities**

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3. Practice open and accountable government. I will be as open as possible about my decisions and actions, and also protect confidential information.
4. Represent the public interest and not special interest groups.
5. Not make decisions in order to gain financial or other benefits for myself, my family, or friends.
6. Serve as a liaison between the City and its citizens and can help reconcile contradictory viewpoints and to build a consensus around common goals and objectives. I will serve as a communication link between community, staff, and City, representing City programs and recommending and providing a channel for citizen expression.
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8. Do my homework and be thorough in recommendations. I will review agenda items under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. My conclusions will be based on careful preparation to strengthen the value of the group's recommendation.
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13. Not use or involve my membership in the conduct of political activities. However, I am not restricted from participating in political activities outside of my involvement in the group.

I hereby pledge to be positive in my role as a volunteer with the City and accept responsibility for my participation.

Signed: /s/ Paula Arno Martinez

Date: 12/15/16



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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Jeremy Hoover, P.E., Senior Engineer, Utilities



**SUBJECT:** West Springwater Ave Sewer Extension, Project #1612, Final Acceptance

**DATE:** January 20, 2017

**MEETING DATE:** January 26, 2017

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**I. PROJECT OVERVIEW**

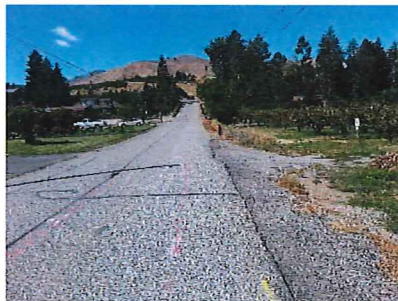
This project included the construction of 2,380 feet of new 8 inch diameter sanitary sewer main line in Springwater Avenue west of Western Avenue. The project installed main line pipes, manholes, 4 inch side-sewer pipes to developed properties, and 8 inch stub-outs to the south at both the Woodward and Cyprus (Private Road) intersections for future extension.

The contract was awarded in August of 2016 to Hurst Construction, LLC for the amount of \$371,541.00. The final cost was \$423,021.20. A total of two (2) change orders were issued for this project totaling \$51,481.20. These changes were the result of additional pipe and manhole depths requested to accommodate an adjacent, proposed subdivision west of the irrigation canal including additional asphalt pavement removal, disposal and replacement, as well as an alternative electronic locating device.

The total project budget is \$878,000 with \$668,000 allocated to construction activities. Consulting Engineering fees totaled \$88,972.18 in additional costs for design and construction materials testing. Construction is complete, the engineering contract with RH2 Engineers is complete, and the overall project will be under budget upon close-out.



Before construction facing east



Before construction facing west



During construction facing east



Excavating north side of Springwater



Installation of new sewer pipe



Final paving at Woodward

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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**II. ACTION REQUESTED**

Staff recommends the Council accept the work performed by the contractor Hurst Construction, LLC on the West Springwater Ave Sewer Extension #1612 and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee.

**V. REFERENCE(S)**

1. Final Contract Voucher Certificate
2. Agenda Report 2016-34, Bid Award

**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Matt Leonard, Public Works Director  
Gary Owen, City Engineer  
Brad Posenjak, Finance Director

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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Jeremy Hoover, P.E., Senior Engineer - Utilities



**SUBJECT:** West Springwater Sewer Extension - Project No. 1612  
Authorization to Award Construction Contract

**DATE:** August 19, 2016

**MEETING DATE:** August 25, 2016

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**II. OVERVIEW**

Project 1612 will install approximately 2,363 linear feet of 8 inch and 10 inch Sanitary Sewer main line in Springwater Ave. from Western to a point approximately 250 feet west of the existing irrigation canal. Associated individual side sewer services will be installed for each developed property and provisions will be made for future southerly extension of the main line as necessary to accommodate both future developments and existing residences south of Springwater on Woodward.

A request for bids was issued in July and seven bids were received on August 12, 2016. Hurst Construction LLC is the low bidder at \$371,541.00. RH2 Engineering's engineer's estimate was \$575,701.56 and the high bid was \$524,287.98.

**II. ACTION REQUESTED**

Staff recommends the City Council award the contract for construction of the West Springwater Sewer Extension, Project #1612 to Hurst Construction LLC in the amount of \$371,541.00 and further authorize the Mayor to approve the construction contract.

**III. FISCAL IMPACT Submitted to the Finance Committee (Yes) No**

This project was approved by Finance Committee on June 9, 2016 and will be funded through the sewer fund.

**Project Budget**

Description	Amount
Design	\$ 125,000
Right of Way	\$ -
Construction	\$ 668,000
Construction Engineering	\$ 85,000
Totals	\$ 878,000

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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**IV. PROPOSED PROJECT SCHEDULE**

The City is providing a flexible Notice to Proceed (NTP) date to be on or before April 3, 2017. Preliminary conversations with the Contractor indicate a willingness to proceed quickly with physical completion prior to the end of November 2016. The project duration includes a total of 45 working days from the Notice to Proceed.

**V. REFERENCE(S)**

1. Bid Tabulation

**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Matt Leonard, Public Works Director  
Gary Owen, City Engineer  
Brenda Guske, Contracts Coordinator  
Deanne McDaniel, Finance Director

Agenda Report #2016-34

City of Wenatchee  
West Springwater Avenue Sewer Extension

Summer 2016  
Contract Forms



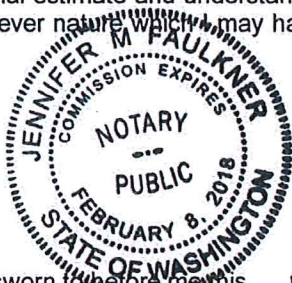
**City of Wenatchee  
Department of Public Works**

**Final Contract  
Voucher Certificate**

Contractor <b>Hurst Construction LLC</b>			
Street Address <b>P.O. Box 990</b>			
City <b>Wenatchee</b>	State <b>WA</b>	Zip <b>98807</b>	Date <b>January 9, 2016</b>
City Project Number <b>1612</b>	Federal-Aid Project Number	Highway Number	
Job Description (Title) <b>West Springwater Avenue Sewer Extension</b>			
Date Work Physically Completed <b>11/16/16</b>		Final Amount <b>\$423,012.20</b>	

**Contractor's Certification**

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented or purchased any equipment or materials from any employee of the City of Wenatchee; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Wenatchee for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Wenatchee from any and all claims of whatsoever nature which may have, arising out of the performance of said contract, which are not set forth in said estimate.



*Jesse Hurst*  
Contractor Authorized Signature Required

**JESSE HURST**  
Type Signature Name

Subscribed and sworn to before me this NINTH day of JANUARY 2017

*Jennifer M. Faulkner*  
Notary Public in and for the State of Washington,  
residing at WENATCHEE

**City of Wenatchee**

City of Wenatchee hereby accepts the completed contract pursuant to Section 1-05.12 of the contract provisions.

X  
Mayor/or Designee

\_\_\_\_\_  
Date of Acceptance

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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Matt Leonard, Public Works Director



**SUBJECT:** Convention Center Improvements, Project #1413  
Final Acceptance

**DATE:** January 23, 2017

**MEETING DATE:** January 26, 2017

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**I. OVERVIEW**

This project provided improvements to the Heating Ventilation and Air Conditioning (HVAC) and lighting systems throughout the Wenatchee Convention Center. This project also provided for several other architectural improvements as follows:

1. Replaced the ceiling cloud systems in both the Grand Apple Ballroom and the Orchard Exhibit Hall.
2. Installed architectural lighting in Grand Apple Ballroom and the Orchard Exhibit Hall.
3. Installed acoustical wall treatments in the Grand Apple Ballroom and the Orchard Exhibit Hall.
4. Painting in various areas throughout the facility.

The total project cost was \$3,022,780.33. This project was primarily funded from a loan utilizing Lodging Tax funding. The PUD also contributed \$300,000.00 for energy rebates.



**II. ACTION REQUESTED**

Staff recommends the Council accept the work performed by the contractor McKinstry Essention LLC. for the Convention Center Upgrades Project #1413 and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee.

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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**V. REFERENCE(S)**

1. Final Contract Voucher Certificate

**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Brad Posenjak, Finance Director



**City of Wenatchee  
Department of Public Works**

**Final Contract  
Voucher Certificate**

Contractor McKinstry Essention, LLC			
Street Address 850 E. Spokane Falls Blvd. Suite #100			
City Spokane	State WA	Zip 99202	Date
City Project Number 1413	Federal-Aid Project Number	Highway Number	
Job Title Wenatchee Convention Center			
Date Work Physically Completed 09/04/2015		Final Amount \$ 3,022,780.33	
Woven Wall Lighting		9/12/16	

**Contractor's Certification**

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented or purchased any equipment or materials from any employee of the City of Wenatchee; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Wenatchee for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Wenatchee from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



*[Handwritten Signature]*  
Contractor Authorized Signature Required  
*Tina Jones*  
Type Signature Name

Subscribed and sworn to before me this 30<sup>th</sup> day of November 20 16  
 X *[Handwritten Signature]* Notary Public in and for the State of Washington.  
 residing at 1323 E. Wildflower Ln Spokane, WA

**City of Wenatchee**

City of Wenatchee hereby accepts the completed contract pursuant to Section 1-05.12 of the contract provisions.

X \_\_\_\_\_  
Mayor or Designee

\_\_\_\_\_  
Date of Acceptance