

**CITY OF CHELAN  
CITY COUNCIL  
AGENDA**

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL
2. AGENDA CHANGES
3. CITIZEN COMMENTS  
Items not on the agenda. Time limited per the Mayor.
4. MINUTES
  - A. Approve June 11, 2024 Minutes of the Regular City Council Meeting 4 - 5  
(Deputy City Clerk Couch)  
[June 4, 2024 Minutes](#)  
*Suggested Motion: I move to approve the Minutes.*
5. CONSENT AGENDA  
All items under the Consent Agenda are approved with one motion.
  - A. Approve June 25, 2024 Accounts Payable Checks and EFT's & Payroll Checks and EFT's (Councilmember Chitty)
  - B. Excuse Councilmember Sanders from the June 11, 2024 Regular City Council Meeting (Mayor McCardle)
  - C. Lakeshore Marina Seasonal Moorage Agreement (Parks & Recreation Director Horne) 6 - 13  
[Agenda Bill No. 2024-020B](#)
  - D. KRCI, LLC Change Order No. 2 for the Wastewater Treatment Plant Improvements Phase I (Public Works Director Youngren) 14 - 16  
[Agenda Bill No. 2022-019F](#)
  - E. Resolution No. 2024-1442 Six Year Transportation Improvement Program (STIP) (Public Works Director Youngren) 17 - 21  
[Agenda Bill No. 2024-026A](#)
  - F. Fulcrum Management Solutions Inc. dba ThoughtExchange Professional Services Agreement for Survey Data Management (Mayor McCardle) 22 - 40  
[Agenda Bill No. 2024-027A](#)  
*Suggested Motion: I move to approve the Consent Agenda.*
6. MOTION CONSIDERATIONS
  - A. Noble Strategies LLC dba Tower Consulting Master Client Services Agreement Addendum No. 1 for Assistance with Grants and Funding Applications (City Administrator Farris) 41 - 44  
[Agenda Bill No. 2024-013A](#)  
*Suggested Motion: I move to authorize the Mayor to finalize and execute the Noble Strategies LLC dba Tower Consulting Master Client Services Agreement Addendum No. 1 for Assistance with Grants and Funding Applications.*
7. SPECIAL PRESENTATIONS

- A. Wastewater Treatment Plant Operator Jim Burbery Appreciation of Service (Public Works Director Youngren)
- B. Boys & Girls Clubs of Snohomish County Presentation (Finance Director Tupling/Executive Director Bill Tsoukalas) 45 - 50  
[Projected Lake Chelan Budget](#)
- C. Wenatchee Valley Humane Society (City Administrator Farris/Executive Director James Pumphrey) 51 - 97  
[Wenatchee Valley Humane Society Presentation](#)  
[2023 Field Services Report](#)  
[2023 Annual Report](#)
- 8. PUBLIC HEARINGS
  - A. None
- 9. ADMINISTRATIVE REPORTS
  - A. None
- 10. INFORMATIONAL ITEMS
 

These items are for informational purposes only and are generally not discussed.

  - A. Tentative Advanced Agenda (City Administrator Farris) 98 - 102  
[Tentative Advanced Agenda](#)
- 11. CITY ADMINISTRATOR/DEPARTMENT REPORTS
- 12. MAYOR AND COUNCIL COMMENTS
- 13. RECESS - AIRPORT BOARD MEETING
  - A. 103 - 105  
[Lake Chelan Airport Board Agenda Packet](#)
- 14. EXECUTIVE SESSION
  - A. None
- 15. MOTION TO ADJOURN
  - A. Final Comments/Motion to Adjourn (Mayor McCardle)  
*Suggested Motion: I move to adjourn.*
- 16. ADJOURNMENT

**"Be so good they can't ignore you." – Steven Martin**

***Vision Statement***

***"Chelan is a lakeside community where nature's pristine beauty meets hometown feel."***

**The next meeting will be a City Council Regular Meeting on July 9, 2024, beginning at 6:00 p.m. in Council Chambers, 135 E. Johnson Avenue, Chelan, Washington.**

***A City Council meeting packet is available for review on the City's Website: [City of Chelan](#) under Government - City Council - Agendas & Minutes. The City provides special accommodations, such as hearing devices and wheelchair access for City Council meetings. Anyone needing special assistance, please contact the City Clerk's office at 509-682-8019 at least three business days prior to the meeting.***



**CITY OF CHELAN**  
**City Council Workshop Meeting - June 4, 2024**

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Mayor:**

Erin McCardle

**Councilmembers:**

Brad Chitty  
Bob Goedde  
Jon Higgins  
Tim Hollingsworth  
Terry Sanders

**Staff Present:**

City Administrator Wade Farris  
Community Development Director John Ajax  
Deputy City Clerk Cailey Couch  
Finance Director Jackie Tupling  
HR/Communications Director Chad Coltman  
Parks & Recreation Director Paul Horne  
Public Works Director Jake Youngren  
Records Clerk Kali Taylor

**Absent:**

Shari Dietrich  
Mark Ericks

1. CALL TO ORDER AND ROLL CALL

A. The meeting was called to order at 4:11 p.m.

2. AGENDA CHANGES

A. None.

3. WORKSHOP TOPICS

A. Thought Exchange Demonstration

Yasmine Mehtadi, Account Executive with ThoughtExchange, provided a live demonstration highlighting the benefits of an artificial intelligence (AI) driven engagement and research platform. This platform features multilanguage input and output, unbiased results, robust privacy and data protection measures, and flexible reporting tools. The City could leverage this platform for various purposes including strategic planning and implementations, capital improvement planning, comprehensive plans, annual budgeting, and onboarding and offboarding employees.

B. Boys and Girls Club Support

Maribel Cruz, Executive Director, Chelan Community Center, and Brooke Isaac, Vice President, Seven Acres Foundation, shared the Chelan Community Center has secured a fifteen-year lease with the Boys and Girls Club. To create a supportive environment for the young individuals, funding is being sought to cover startup expenses with a goal to open doors to the youth in Fall of 2024. Mayor McCardle and Finance Director Tupling stated the City has \$233,000.00 in American Rescue Plan Act (ARPA) funds available. Pending Council approval, they suggest allocating the remaining funds to the Boys and Girls Club through a reimbursement line item for

tangible items like cabinets, tables, chairs, computers and games.

C. Chelan County PUD Park Prioritization Discussion

The Chelan County PUD has requested the City prioritize a selection of projects with full support from the Lake Chelan Chamber and the Historic Downtown Chelan Association. The projects, listed alphabetically include, ball fields and the area south, EV charging station, floating walkways, recreation area, South Chelan community park. Once the City submits their list of priorities the PUD will incorporate the top projects into their prioritization list for consideration.

4. MOTION TO ADJOURN

A. Final Comments/Motion to Adjourn

**Motion to adjourn the meeting.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Higgins.

***Motion passed unanimously.***

5. ADJOURNMENT

The meeting was adjourned at 6:03 p.m.

Date Approved:

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Cailey Couch  
Deputy City Clerk

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Erin McCardle  
Mayor



# CITY OF CHELAN

CITY COUNCIL

25 Jun 2024

Subject/Title: Lakeshore Marina Seasonal Moorage Agreement  
Department: Parks and Recreation  
Staff Contact: Paul Horne  
Reviewed By: City Administrator  
Finance Director

## GOVERNING LEGISLATION

RCW 35A.11.010 Rights, powers, and privileges. "Each city governed under this optional municipal code...and, by and through its legislative body, such municipality may contract and be contracted with..."

## PREVIOUS COUNCIL ACTION TAKEN

On May 9, 2024 and May 28, 2024 Council approved a list of Lakeshore Marina Seasonal Moorage Agreements.

## OVERVIEW

These Moorage Agreements are between the City and returning seasonal moorage tenants for the Parks & Recreation Lakeshore Marina. Each year, the Parks Department renews moorage agreements from the previous year and processes new tenants from our Marina's seasonal moorage wait list when a current seasonal slip holder declines to renew another year of seasonal moorage.

The two rates are approved for the 2024 season in Exhibit G, page 17 of the current Rate Resolution No. 2024-1440. Seasonal moorage rates include 12.84% leasehold tax. This agreement length is from Marina opening (late May) to closing (October 1), approximately 130 days depending on the lake level. Launch, short term moorage, and daily moorage rates include Washington State Sales Tax. Parking is not included in the moorage rate. Parking is payable at the pay kiosk located in the marina lot. Any violations of the moorage regulations are subject to a \$75 fine.

## FINANCIAL IMPLICATIONS

None.

## ATTACHMENTS

1. Lakeshore Marina Seasonal Moorage Agreement
2. List of Lessees with Slip Numbers and Lease Amount

## SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the Lakeshore Marina Seasonal Moorage Agreement.

## MOORAGE AGREEMENT

THIS AGREEMENT, entered into this date by and between the CITY OF CHELAN, a Washington municipal corporation, d/b/a Lakeshore Marina, "Landlord," and the undersigned owner, "Tenant," collectively referred to herein as the "Parties." The Parties do hereby mutually covenant and agree as follows:

1. **PREMISES.** The Landlord hereby leases to the Tenant and the Tenant Leases from the Landlord certain vessel moorage space at the Lake Shore Marina ("Marina"), located at 409 W. Manson Hwy, berth No \_\_\_\_\_ "the Premises").
2. This agreement does not include the Tenant leasing additional amenities or accommodations such as Parking Spots.
3. Additional amenities or accommodations may be purchased separately at the Lakeshore Marina Main Office (409 W Manson Hwy, Chelan, 98816).

2. **TERM.** The term of this lease shall be seasonal as follows:

- A. For a period of month(s) commencing on or before the 15<sup>th</sup> day of June 2024 and terminating on the 1<sup>st</sup> day of October 2024.

3. **RENT AND LEASEHOLD TAX.**

- A. Amounts. Tenant shall pay Landlord rent of (\$ \_\_\_\_\_) for each term payable in lawful money of the United States payable in total by June 15<sup>th</sup>, 2024.
- B. Washington State Leasehold Tax, which is currently 12.84% of the taxable rent, is included in the rent set forth in Paragraph 3.A.

4. **LATE CHARGE.** In the event any rental amount or other charge called for herein is not paid within five (5) days from the date it is due, Tenant shall pay to Landlord a late charge of ten percent (10%) of the rental amount and/or other charges for each unpaid lease payment until such payment is paid.

The late charge is due immediately and is an addition to all other charges. In the event Landlord gives written notice to Tenant's default, delinquency or other lease violations, Tenant agrees to pay Landlord's costs and attorneys' fees reasonably incurred in providing such notice in addition to the late charge and all payments and obligations called for herein.

**5. USE.** Tenant shall use the Premises exclusively for purpose of moorage of the vessel described as follows:

- A. Name of the Tenant / Legal Owner of the Vessel: \_\_\_\_\_;
- B. Local Contact Person Phone and Address, if different from the owner: \_\_\_\_\_;
- C. Owners Mailing Address: \_\_\_\_\_;
- D. Owners Email Address: \_\_\_\_\_;
- E. Owners Phone Number: \_\_\_\_\_;
- F. Vessel's Hull Identification Number: \_\_\_\_\_;
- G. Vessel's Coast Guard Registration (if applicable): \_\_\_\_\_;
- H. Vessel's Home Port: \_\_\_\_\_;
- I. Vessel's Country or State of registration: \_\_\_\_\_;
- J. Vessel's Registration Number: \_\_\_\_\_;
- K. Vessel's Length: \_\_\_\_\_, Beam Width: \_\_\_\_\_;
- L. Vessel Type: \_\_\_\_\_ Name: \_\_\_\_\_;

**6. VESSEL REQUIREMENTS.** A vessel shall not be permitted moorage at the Premise, regardless of payment for Premise by the Tenant if Vessel does not conform to all specifications set forth in Paragraph 5.

**7. USE OF PREMISE.** The tenant agrees to follow all policies of the Marina. Such policies are found at the Marina Office and/or the City's Website. The Tenant agrees to take on full responsibility to stay up to date and in compliance with all policies. In addition, the Tenant agrees to the following:

- A. The Tenant shall not use or permit the use of the Premises for any unlawful or immoral activity, nor suffer nor permit on the Premises any nuisance or offensive object, matter, or activity.
- B. The Tenant agrees to maintain the Premises in a neat and attractive condition.
- C. The Tenant shall use the Premises in such manner, both as to noise and other disturbances or nuisances as will not interfere with, annoy, or disturb any other user of the Marina.
- D. Except for gasoline and oil used as vessel fuel, Tenant shall not keep any substance designated as hazardous, dangerous, toxic, or harmful and/or which is subject to regular by any federal, state, or local law.
- E. Tenant shall not use the Premises as a residence.

**8. INSPECTION.** Tenant has inspected and expressly accepts the Premises in its present condition, without warranty of any kind.

- A. This includes, without limitation, any liability or injury to Premises or persons caused by or arising from any improvement thereon; or Tenant's non-observance or non-performance of any law, ordinance, or regulation applicable to the Premises; or obtaining possession of the Premises after a default by the Tenant; or after the Tenant's default in surrendering possession upon expiration or earlier termination of the lease term; or enforcing any of the Tenant's covenants in this lease.

- B. This also includes, without limitation, any liability or injury to the person or property of Tenant, its agents, officers, employees, or invitees. The Tenant specifically waives any immunity provided by Washington's Industrial Insurance Act. This indemnification covers claims by Tenant's own employees.
- 9. INDEMNITY.** The Tenant shall indemnify the Landlord from and against any and all claims, demands, causes of actions, suits, or judgments (including fees, costs, and expenses [including attorney fees] incurred in connection with enforcing this indemnity) for deaths or injuries to persons or for loss of or damage to Premises arising out of or in connection with the condition, use or occupancy of the Premises, whether or not caused by Landlord's negligence.  
Tenant, as a material part of the consideration to be rendered to Landlord, waives all claims against Landlord for damages to its vessel, goods, wares, merchandise in, upon or about the Premises and for injury to Tenant, its agents, employees, invitees, or other persons in or about the Premises from any cause arising at any time, including the Landlord's breach of any provision of this sublease.
- 10. ACCESS.** Landlord shall have the right of entry upon the Premises for maintenance and protection of the Marina at any reasonable time or in an emergency.
- 11. RULES AND REGULATIONS OF THE MARINA.** Tenant acknowledges receipt of a copy of the rules and regulations of Marina, which are incorporated herein by this reference.
- 12. SURRENDER OF PREMISES.** Tenant covenants and agrees that upon the expiration of the lease or upon the termination of the lease for any cause, Tenant shall at once peacefully surrender and deliver the whole of the above-described Premises to the Landlord unless Tenant shall have expressly acquired the right to remain through another written Agreement or written extension of this Lease.
- 13. DEFAULT AND RE-ENTRY.** If Tenant defaults in performance of this lease, and such default is not cured within three (3) calendar days after written notice from Landlord, if the default is failure to pay rent, or within five (5) calendar days after written notice from Landlord, if the default is other than the payment of rent, Landlord may terminate this lease and re-enter the Premises; or Landlord may without terminating this lease, re-enter said Premises, and re-let the whole or any part upon as favorable terms and conditions as the market will allow for the balance of the lease term.
- 14. REMOVAL OF PROPERTY.** If the Landlord, after Tenant's default, lawfully re-enters the Premises, Landlord shall have the right, but not the obligation, to remove all property located therein, including the vessel, and to place such property in storage at the Tenant's expense and risk. If Tenant does not pay the storage cost, after it has been stored for a period of thirty (30) calendar days or more and after giving Tenant ten (10) days written notice of sale, Landlord may, at its sole discretion, sell, or permit to be sold, any or all of the property at public or private sale. At Landlord's option, title to such property shall be vested in the Landlord without any duty to account or pay to Tenant for the value of the property.

- 15. SECURITY INTEREST.** Upon default herein, the Tenant hereby grants to Landlord a security interest in the vessel described herein and at Landlord's option, it may foreclose upon the vessel for charges or obligations outstanding including reasonable attorney's fees, pursuant to laws of the State of Washington.
- 16. DAMAGE.** All damage or injury done to the Premises by Tenant or by any persons who may be in or upon the Premises shall be paid by Tenant.
- 17. NO STORAGE.** Landlord does not accept the vessel for storage, and shall not be held liable in any manner for the safe keeping or condition of the same, whether during the term of this lease or thereafter should said vessel remain on the Premises for any reason after termination of the lease, and is not responsible therefore as a warehouseman, but that the relation between the Parties is simply that of Landlord and Tenant and Landlord will not be held responsible or liable for any damage or loss to said vessel, or property either upon side vessel or upon the premises of the marina, from any cause.
- 18. NON-WAIVER.** The Landlord's failure to insist upon the strict performance of any provision of this lease shall not be construed as depriving the Landlord of the right to insist on strict performance of such provision in the future.
- 19. INCORPORATION.** This Agreement represents the entire agreement of the Parties. Unless set forth herein in writing, neither party shall be bound by any statements or representations made, and each agrees that there are not such statements or representations being relied upon in making this lease. No alterations, changes, or amendments to this lease will be binding upon either party unless such a party has executed a written statement acknowledging such alteration, change or amendment.
- 20. ASSIGNMENT.** Tenant agrees not to sublet said Premises nor assign this Agreement or any part thereof without the prior written consent of Landlord.
- 21. TIME.** Time is of the essence in this lease.
- 22. BINDING OF HEIRS, SUCCESSORS AND ASSIGNS.** All the covenants, agreement terms and conditions contained in this lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, and assigns, except as may be provided to the contrary in other sections of this lease.

**23. COSTS AND ATTORNEYS' FEES.** In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this lease, such an enforcing party shall be entitled to compensation for its reasonable attorneys, fees, and costs. In the event of litigation regarding any of the terms of Lease, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorneys; fees and costs as determined by the court.

**24. REMEDIES CUMULATIVE.** The specified remedies to which the Landlord may resort under the terms of this lease are cumulative and not intended to be exclusive to any other remedies or means of redress to which the Landlord may be lawfully entitled in the case of any breach or threatened breach by Tenant of any provision of this lease. Landlord's election of one or more remedies shall not constitute an election of remedies to the exclusion of any other remedies.

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

LANDLORD:  
CITY OF CHELAN

TENANT:  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City) (State) (Zip)  
\_\_\_\_\_  
(Phone #1)  
\_\_\_\_\_  
(Emergency #)

By: \_\_\_\_\_ By: \_\_\_\_\_  
City Representative (Tenant Signature)

OwnerLastName	OwnerFirstName	Slip	LeaseAmount
Richards	Nathan & Darcy	B7	\$2,173



# CITY OF CHELAN

CITY COUNCIL

25 Jun 2024

Subject/Title: KRCI, LLC Change Order No. 2 for the Wastewater Treatment Plant Improvements Phase I

Department: Public Works

Staff Contact: Jake Youngren

Reviewed By: City Administrator  
Finance Director

## GOVERNING LEGISLATION

RCW 35A.11.010 Rights, powers, and privileges. "Each city governed under this optional municipal code...and, by and through its legislative body, such municipality may contract and be contracted with..."

## PREVIOUS COUNCIL ACTION TAKEN

Council approved Task Authorization No. 12 for Wastewater Treatment Plant Improvements Design on March 22, 2022. On October 25, 2022 Council approved Resolution No. 2022-1409. Council authorized the RH2 Engineering, Inc. Wastewater Treatment Plant Service During Bidding and Construction Task Authorization No. 22-2023 on May 23, 2023. Council awarded the bid to KRCI on June 12, 2023. On March 12, 2024 Council approved KRCI Change Order No. 1 for the Wastewater Treatment Plant Improvements Phase I.

## OVERVIEW

The City of Chelan Wastewater Treatment Plant Improvements Project construction began on January 8, 2024. The original contract required the substantial completion to be achieved within 150 calendar days of the notice to proceed with work. Two calendar days were added with Change Order No. 1. The Contractor is requesting an additional five (5) calendar days to complete final approval of the mechanical equipment installed for sludge dewatering.

See the attached change order proposal for additional information.

## FINANCIAL IMPLICATIONS

This change order is a no cost change to the contract.

## ATTACHMENTS

1. KRCI, LLC Change Order No. 2 for the Wastewater Treatment Plant Improvements Phase I

## SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute KRCI Change Order No. 2 for the Wastewater Treatment Plant Improvements Phase I.



## Change Order (CO) No. 02



Owner: City of Chelan  
Project: WWTP Improvements  
Project No: 220030.12  
Engineer: RH2 Engineering, Inc.  
Contractor: KRCI

**You are directed to make the following changes in the contract documents.**

**Description:**

This no-cost Change Order extends the contract time.

**Document(s) Support Changes:** None.

**Bid Items:** N/A

**Date of Issuance:** 6/19/2024

<b>Original Contract Price:</b> \$725,000.00 (without tax)	<b>Original Contract Time:</b> 150 Calendar Days
<b>Previously Approved Change Order(s):</b> CO No. 1	<b>Net Change Approved from Previous Change Orders:</b> 2 Calendar Days
<b>Total Price of Previous Change Orders:</b> \$14,685.18 (without tax)	<b>Contract Time including Previous Change Orders:</b> 152 Calendar Days
<b>Total Price of Change Order(s) Approved this Form:</b> \$0	<b>Net Increase (Decrease) of This Change Order:</b> 5 Calendar Days
<b>Contract Price with all Approved Change Orders:</b> \$739,685.18 (without tax)	<b>Contract Time with all Approved Change Orders:</b> 157 Calendar Days

**RECOMMENDED:**

By Kotina Orr 6/19/24  
Engineer

**APPROVED:**

By [Signature]  
Contractor

**APPROVED:**

By \_\_\_\_\_  
Owner

By signing this form, the Owner and the Contractor agree to release all claims to additional work or credit or delays, occurring prior to the Date of Issuance, which have not been identified in this Change Order form.



# CITY OF CHELAN

CITY COUNCIL

25 Jun 2024

Subject/Title: Resolution No. 2024-1442 Six Year Transportation Improvement Program (STIP)

Department: Public Works

Staff Contact: Jake Youngren

Reviewed By: City Administrator  
Finance Director

## GOVERNING LEGISLATION

RCW 35.77.010(1) Perpetual advanced six-year plans for coordination transportation program expenditures – Nonmotorized transportation – Railroad right-of-way. "The legislative body of each city and town, pursuant to one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years...The six year plan for each city or town shall specifically set forth those projects and programs of regional significance for inclusion in the transportation program within that region."

## PREVIOUS COUNCIL ACTION TAKEN

Council adopts a Six Year Transportation Improvement Program (STIP) every year. A Public Hearing was held on June 11, 2024.

## OVERVIEW

In order to qualify for State and Federal funding of transportation projects, the City is required to submit a Six Year Transportation Improvement Program (STIP) to the State. The proposed program consists of all street related projects that have been identified in City planning efforts. A Public Hearing for the STIP was held at the City Council Meeting on June 11th, 2024. The enclosed STIP has remained unchanged from what was presented on the June 11th, 2024 meeting. Refer to the attached STIP for details.

## FINANCIAL IMPLICATIONS

None at this time.

## ATTACHMENTS

1. Resolution No. 2024-1442 Six Year Transportation Improvement Program (STIP)

## SUGGESTED MOTION

Suggested Motion: I move to adopt Resolution No. 2024-1442.

**RESOLUTION NO. 2024-1442**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON, AMENDING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM AND DIRECTING THE SAME TO BE FILED WITH THE CHELAN DOUGLAS TRANSPORTATION COUNCIL AND TO THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION.**

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**WHEREAS**, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Chelan has previously adopted a Comprehensive Street Program, including an arterial street construction program, and thereafter periodically modified said Comprehensive Street Program by resolution, and

**WHEREAS**, the City Council has reviewed the work accomplished under the said Program, determined current and future City street and arterial needs, and based upon these findings has prepared a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years, and

**WHEREAS**, a public hearing has been held on the said Six-year Transportation Improvement Program, and

**WHEREAS**, the City Council finds that there will be no significant adverse environmental impacts as a result of adoption or implementation of the Six-year Transportation Improvement Program,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Program Adopted.** The Six-Year Transportation Improvement Program for the City of Chelan, as revised and extended for the ensuing six (6) calendar years (2025-2030 inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

**Section 2. Filing of Program.** Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized and directed to file a copy of this resolution forthwith, together with the exhibit attached hereto, with the Chelan-Douglas Transportation Council and the Washington State Department of Transportation

**RESOLVED** by the City Council of the City of Chelan and approved by its Mayor this 25<sup>th</sup> Day of June, 2024.

APPROVED:

By: \_\_\_\_\_  
Erin McCardle, Mayor

AUTHENTICATED:

By: \_\_\_\_\_  
Peri Gallucci, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Quentin Batjer, City Attorney

**RESOLUTION NO. 2024-1442**

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## Exhibit A

### 2024 City of Chelan Six-Year Transportation Improvement Program

	Project Title	Description	Design Year	Construction Year	Federal Funds	State Funds	Other	City Funds	Total Funds
1	Apple Blossom Pedestrian Trail	Extend pedestrian facilities from the football field to Apple Blossom Dr.	2025	2026			\$725,000	\$575,000	\$1,300,000
2	Farnham/Webster Intersection Pedestrian Improvements	Pedestrian improvements to crossing at Farnham and Webster, to include pedestrian channeling, RRFBs, and advanced warnings.	2025	2025		\$275,000		\$50,000	\$325,000
3	Bradley St. Pedestrian Crossing	New crosswalk across Bradley St. just north of Johnson Ave. to facilitate school age children traveling to and from the community gym for physical education.	2024	2024		\$163,800		\$18,200	\$182,000
4	Sanders St. Pedestrian Improvements	New crosswalks and bubl-outs on Sanders at Okanogan and Wapato and improved bike line between the interesections.	2024	2025	\$709,092	\$100,000		\$10,667	\$819,759
5	Lakeside Trail	Multi-use trail from Woodin/Webster to Water St./Terrace Ave.	2024	2025		\$3,502,000		\$250,500	\$3,752,500
6	2025 Downtown Preservation and Complete Streets Project	Consolidating multiple years worth of preservation money to gain economy of scale through a larger, single year project.	2024	2025				\$1,000,000	\$1,000,000
7	Downtown Revitalization Project	Upgrade 100 and 200 blocks of Woodin Avenue and immediately adjacent areas. Improvements to include, but not be limited to, sidewalk, lighting, irrigation, power/communciation, and landscaping.	2024	2026		\$2,000,000		\$350,000	\$2,350,000
8	Northshore Trail	Extend the existing Northshore Trail from Bighorn Way to the end the City limits near Rocky Point	2025	2026	\$8,000,000		\$800,000	\$800,000	\$9,600,000
9	Northshore Bypass Study	Implement a multiagency effort to investigate the feasibility of constructing a Highway 150 bypass route between Manson and the City of Chelan	2025	2026		\$75,000	\$75,000	\$75,000	\$225,000
10	Columbia St. Improvements	Upgrade ped and bicycle facilities, SR 150 to Allen	2026	2027		\$250,000		\$50,000	\$300,000
11	Woodin Traffic Calming	Safety Improvements from Woodin/Webster intersection to Woodin Avenue Bridge	2026	2027		\$250,000		\$250,000	\$500,000
12	Woodin and Sanders RAB	Construction of a new RAB at the intersection of Woodin and Sanders.	2027	2028		\$3,000,000		\$500,000	\$3,500,000



# CITY OF CHELAN

## CITY COUNCIL

25 Jun 2024

Subject/Title: Fulcrum Management Solutions Inc. dba  
ThoughtExchange Professional Services Agreement for  
Survey Data Management

Department: Administration

Staff Contact: Wade Farris

Reviewed By: City Attorney  
City Administrator  
Finance Director

## GOVERNING LEGISLATION

RCW 35A.11.010 Rights, powers, and privileges. "Each city governed under this optional municipal code...and, by and through its legislative body, such municipality may contract and be contracted with..."

## PREVIOUS COUNCIL ACTION TAKEN

Fulcrum Management Solutions Inc. presented to City Council during the June 4, 2024 Workshop. City Council discussed the contract of ThoughtExchange during the June 11, 2024 meeting.

## OVERVIEW

ThoughtExchange is an AI engagement and research platform that deepens engagement, enhances data, and provides faster, easier analysis and actions. The platform uses AI to analyze data (unbiased) and turn insights into actionable, targeted solutions in minutes instead of months. The platform collects, analyzes, and surfaces insights from qualitative (1:1, open-ended) and quantitative (survey) data.

AI analyzes the data, combines it with contextual information about the organization, and produces personalized action plans—within seconds. This platform will allow Staff to create more robust engagement strategies with our residents, enable internal feedback among employees, and spend more time on

effective problem-solving.

This agreement is for the first-year subscription to ThoughtExchange. There is a special promotion through June 2024 that includes a \$10,000 discount. The cost of this year will be distributed across departments based on usage of the platform.

#### FINANCIAL IMPLICATIONS

\$25,000 to be paid through department Professional Services of those who utilize it. The first year breakdown is as follows: 30% Administration, Community Development and Public Works (\$7,500 each); 5% Parks and Finance (\$1,250 each). This is an unbudgeted expense; we will review department budgets towards the end of year to see if a budget amendment will be needed.

#### ATTACHMENTS

1. Fulcrum Management Solutions Inc. dba ThoughtExchange Professional Services Agreement for Survey Data Management

#### SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the Fulcrum Management Solutions Inc. dba ThoughtExchange Professional Services Agreement for Survey Data Management.



Fulcrum Management Solutions Inc.

Contact: Yasmine Mehtadi  
Phone: +1 7788348947  
Email: yasmine.mehtadi@thoughtexchange.com

Service Order

Customer Information

**Bill To:** City of Chelan  
Address: , Washington United States  
Postal/Zip Code:  
  
Billing Contact Name:  
Billing Contact Email:  
Billing Contact Phone:

**Ship To (if different than Bill To):**  
Address:  
Postal/Zip Code:  
  
Shipping Contact Name:  
Shipping Contact Email:  
Shipping Contact Phone:

Order Details

**Order total: \$25,000.00**  
Currency: USD  
Billing Frequency: All Up-Front  
Payment Terms: Net 30 days

Subscription Start Date: July 1, 2024  
Subscription End Date: June 30, 2025  
**Automatic Renewal: Yes**  
Annual Price Increase: 5.0%

This is not an invoice –do not remit payment until an invoice has been issued.

Product Details

Product Name	Features	Amount
Engagement360	<ul style="list-style-type: none"><li>• Exchanges (for up to 7 Leaders)</li><li>• Advanced Surveys (for up to 5 Leaders)</li><li>• Access to Customer Success</li><li>• Access to Events and Resources</li><li>• Administrative Controls</li><li>• Analytics and Data Visualization</li><li>• Contact Box</li><li>• Customisable Branding</li><li>• Domain Limiting</li><li>• Enhanced Analytics: All</li><li>• Exchange Data Download</li><li>• Exchange Question Library</li><li>• Integrations - Calendar and Participant Invitation</li><li>• Machine Moderation</li><li>• Multilingual Participation</li><li>• Participation Groups</li><li>• Product Support</li><li>• Question Matrix</li><li>• Rooms</li><li>• Survey Branching with Drilldown</li><li>• Survey Topics</li><li>• Templates</li><li>• Templated Surveys</li><li>• Unique Participation Link</li><li>• Up to 100 survey questions per Engagement</li></ul>	\$35,000.00



One-Time Discount		-\$10,000.00
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Services Description can be found at: <https://thoughtexchange.com/services-description/>

Purchase Order Information

Is a Purchase Order (PO) required?      Yes ☐      No ☐  
Is the licensee exempt from sales and use tax?    Yes ☐      No ☐

Customer Purchasing Contact Email:

Any purchasing or vendor registration documents can be directed to [accounts@thoughtexchange.com](mailto:accounts@thoughtexchange.com)

Terms and Conditions

The services described in this order are governed by the Subscription Terms found at:  
<https://thoughtexchange.com/subscription-terms>

Order Special Terms

Clause 10.5 of the Subscription Terms is hereby amended and restated in its entirety as follows:

10.5    Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington & Chelan County Courts, without reference to any conflict-of-laws principles. The courts of Chelan County will have exclusive jurisdiction over any action or proceeding arising out of, or based upon, the Agreement, and you and we waive any objection on the basis that any such court constitutes an inconvenient forum. Any action or proceeding arising out of, or based upon, this Agreement, will be conducted only on an individual basis and not in a class, consolidated or representative action. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

Acceptance

Please indicate your acceptance of this agreement (including the attachments) by signing below and returning this Service Order to us. By signing you represent that you are authorized to agree to this agreement on behalf of the undersigned organization.

City of Chelan

By: \_\_\_\_\_  
  
\_\_\_\_\_  
Print Name Above  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

Fulcrum Management Solutions Inc.

DocuSigned by:  
*Andrew Oh*  
By: \_\_\_\_\_  
9EA25F9F42474FF...  
Andrew Oh  
\_\_\_\_\_  
Print Name Above  
  
\_\_\_\_\_  
CFO  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
6/20/2024  
\_\_\_\_\_  
Date

# Subscription Terms

## Legal

Terms of Use

Acceptable Use Policy

Subscription Terms

Services Description

## Policies

Privacy Policy

Sub-processors

Data Processing Addendum

## Security

Security

## Contact Us

If you have a concern, complaint or questions about your personal information you can reach out to [privacy@thoughtexchange.com](mailto:privacy@thoughtexchange.com). This address will always go directly to our Data Privacy Officer. For more information, see the [When you have concerns](#) section of our privacy statement.

Last Revised: December 19, 2023 ([previous versions](#))

## 1. AGREEMENT

**1.1. Parties.** In these Subscription Terms: “you”, “your”, “Customer”, and similar terms mean the person or legal entity identified as the customer in one or more signed and dated Service Orders (as defined below); and “ThoughtExchange”, “we”, “us”, “our”, similar terms mean the ThoughtExchange entity (Fulcrum Management Solutions Ltd., Fulcrum Management Solutions Inc., or both) identified in your Service Order(s).

**1.2. Our Services.** We market and sell subscriptions to the proprietary ThoughtExchange software-as-a-service platform and related services (the “Services”). Features and functionalities of the Services are further described in the Services Descriptions published at <https://thoughtexchange.com/services-description/> or as otherwise attached to or incorporated by reference in the applicable Service Order (the “Services Descriptions”). You understand and acknowledge that, as is typical for a software-as-a-service platform, the Services will be changed and updated on a regular basis, and you agree that we may change, add, or remove features or functionality at any time, for any reason, and may or may not provide notice of those changes to you, so long as we do not materially decrease the functionality of the Services during the term of your subscription.

**1.3. Agreement.** Your purchase and use of the Services is governed by an Agreement between you and us (the “Agreement”) comprised of:

- a. one or more “Service Orders”, which are documents issued by us and signed by both you and us that set out the details of your subscription to the Services, including any applicable quantities or other limits, fees and payment terms, subscription start date and term, and any additional details or terms applicable to your subscription;
- b. these Subscription Terms; and
- c. all other terms and documents incorporated by reference in the applicable Service Order or these Subscription Terms.

To the extent there is conflict between any of the documents listed above, the applicable Service Order (including any additional terms or documents agreed to in the Service Order) shall take precedence over these Subscription Terms, and these Subscription Terms shall take precedence over any other term or document incorporated herein by reference.

**1.4. Rights Reserved.** Subject to the limited access granted under this Agreement, we reserve all intellectual property rights, including rights in the ThoughtExchange platform and brand, and the Services, including all patent, copyright, trade secret, trademark and other proprietary rights.

## 2. USE OF OUR SERVICES

**2.1. Authorized Users.** Other than by External Participants (as defined below), access to and use of the Services is limited to your “Authorized Users,” which means individuals who are: (a) your employees, contractors, consultants, or personnel; and (b) identified for purposes of access by a unique email address issued by you. We will provide each Authorized User a unique login based on that email address. You are responsible for all access to and use of the Services by your Authorized Users.

**2.2. User Roles.** As further described in the Services Descriptions, Authorized Users may be assigned roles and permissions as “Leaders”, “Participants”, or both, which may be in connection with one or more “Engagement” types (including but not limited to “Exchanges”, “Surveys”, or both). In addition, Authorized Users may have permissions as “Administrators”, “Data Analysts”, “Contributors”, or other roles. Certain features and functionality within the Services may be available only to specified Authorized User roles, and your access to such features and functionality will be dependent on having Authorized Users with those permissions. Leaders and other roles may be subject to quantities or other limits as specified in each applicable Service Order, however you can change the individual users to whom such roles are assigned at any time during your subscription.

### 2.3. Participant Data & Engagement Modes.

a. During an Engagement, the information collected, entered, created or otherwise provided by Participants may include: (i) “Input”, which are the answers, responses, and ratings provided by a Participant in an Engagement; (ii) “Identity”, which is information that identifies a Participant as an individual (which may include but is not limited to name or other personally-identifiable information); and (iii) “Association Information”, which is information linking a Participant’s Identity to their Input.

b. The default “Classic” Engagement mode available to all customers. Depending on your subscription, you may also be able to run Engagements that are “Anonymous”, “Confidential”, or both. In addition to the aggregated

Input data accessible for all Engagement modes, an Anonymous or Confidential Engagement may allow you to export certain data that includes: (i) for an Anonymous Engagement, Input by Participant without Association Information connecting such Input to their Identity; or (ii) for a Confidential Engagement, Input by Participant with Association Information connecting such Input to their Identity.

- c. The decision on whether to run an Engagement as Anonymous or Confidential is made solely by you, and we are not responsible for the choice of Engagement mode or for the information you request in any Engagement. If you choose to run an Anonymous or Confidential Engagement: (i) you expressly acknowledge and agree that you are solely responsible and liable for all collection and use of information in such Engagement, including without limitation for any disclosure to and/or consents from Participants required in connection with your collection and use of their information, and for compliance with all applicable privacy or data protection laws and regulations; and (ii) you agree to defend, indemnify, and hold us harmless from and against any and all liability, loss, damages, fines, costs and fees of any kind whatsoever (including, without limitation, attorneys' fees) that may be incurred by us as a result of any claim arising from or related to your collection or use of information in such Engagement.

**2.4. Acceptable Use.** All use of the Services by you or any of your Authorized Users must comply with the Acceptable Use Policy published at <https://thoughtexchange.com/acceptable-use-policy/> (the "Acceptable Use Policy").

**2.5. Internal Use & External Participation.** Unless you have entered into a separate Sales Partner Agreement or as otherwise agreed by us in writing, you may use the Services solely for internal business purposes, and you may not launch or run Engagements or otherwise use the Services on behalf of entities who are not named in the applicable Service Order and party to the Agreement (including without limitation your clients, members, or other entities, even if affiliated or closely associated with your business or organization). Without limiting the foregoing, you may use the Services to engage Participants who are your employees, contractors, consultants, or personnel ("Internal Participants"), or Participants who are third-party individuals external to your business or organization ("External Participants") provided such use is for your internal business purposes.

**2.6. External Participant Terms of Use.** While this Agreement sets forth the terms under which we provide the Services to you and your Authorized Users, External Participants will be required to accept the Terms of Use published at <https://www.thoughtexchange.com/participant-leader-terms-of-use/> (the “Terms of Use”), which will govern their access to and use of the ThoughtExchange platform. The Terms of Use form a separate contract between ThoughtExchange and each External Participant, which is intended to provide protections for External Participants, us, and you, and prevent abuse of the platform by External Participants. You are not a party to that separate contract, and as between you and us, this Agreement takes precedence if there is conflict between this Agreement and the Terms of Use.

**2.7. Feedback.** You or your Authorized Users may, on an entirely voluntary basis, submit feedback, user community contributions and comments, technical support information, suggestions, enhancement requests, recommendations, and messages relating to the operations, functionality, or features of the Services or other products or services (collectively, “Feedback”). You grant us a royalty-free, fully paid, non-exclusive, perpetual, irrevocable, worldwide, transferable license to display, use, incorporate into the Services, copy, modify, publish, perform, translate, create derivative works from, sublicense, distribute, and otherwise exploit Feedback without restriction.

**2.8. Beta Services.** From time to time, we may offer you the opportunity to use and test certain features or functionality prior to their commercial release as part of the Service (“Beta Services”). Use of the Beta Services is entirely at your option, and is not required for you to use the Services purchased in your Service Order. If you choose to use any Beta Services, the Beta Terms published at <https://thoughtexchange.com/beta/> apply to and govern your access to and use of those Beta Services.

### 3. CONTENT AND SECURITY

**3.1. Content.** As between us, you own and shall retain all right, title and interest in and to all information collected, entered, created or otherwise provided by you or by your Authorized Users or Participants in the course of using the Services (your “Content”). We will obtain and process your Content solely to perform our obligations under this Agreement. Content shall be considered your Confidential Information under this Agreement. You are responsible for the accuracy, quality, content, availability, appropriateness, and legality of your Content, including how your Content is acquired, and how your Content is used or shared by you

and your Authorized Users (including outside of the Services). You are responsible for the proper disclosure to and receipt of all required consents from each individual to transfer any personal information to us and to allow us to use, disclose and otherwise process such information for the purpose of providing the Services.

**3.2. Prohibited Content.** You will not (and you will ensure that your Authorized Users and Participants do not) upload any Prohibited Content to, or otherwise provide any Prohibited Content for processing by, the Services. You acknowledge and agree that, notwithstanding anything to the contrary, we will have no liability with respect to Prohibited Content. “Prohibited Content” means: an individual’s (a) financial account or payment card information; (b) patient, medical or other protected health information; (c) social security, national identity, or similar personal identifiers; (d) “special categories of personal data” as defined under the General Data Protection Regulation, Regulation (EU) 2016/679 (GDPR); (e) any other sensitive personal data as such term (or a similar term) is defined under applicable privacy or data protection laws; (f) any data that you do not have the legal right to transfer to us; and (g) any Content that violates the Acceptable Use Policy.

**3.3. AI Content.** The Services may allow you to use features or functionality that are delivered through our use of artificial intelligence (“AI”) services, including third-party AI services identified in our subprocessor list published at <https://thoughtexchange.com/subprocessors/>. If you use those features or functionality (the “AI Features”), then as between you and us: (a) you own any input entered, created, or otherwise provided by you in the course of your use of the AI Features, and any output that is generated by your use of the AI Features and made available to you through the Services (your “AI Content”); (b) you grant to us an irrevocable, worldwide, non-exclusive right, without any further consent, notice, or payment, to use your AI Content solely to deliver, develop, and improve our services (including but not limited to the AI Features); and (c) we own all input entered, created, or otherwise provided by us, whether or not such input is displayed or disclosed to you in the course of your use of the AI Features, and any output generated through our use of AI that is not displayed or otherwise made available to you, even if generated by us in connection with your use of the AI Features.

**3.4. Aggregated and Anonymous Data.** Notwithstanding Section 3.1, you acknowledge that we may collect aggregated and anonymous data from the Services to improve our products and services, and to track certain aspects of our services, including without limitation, availability, capacity, performance,

and response times. We will ensure that none of the information we gather identifies, or could be used to identify you, your Authorized Users, or your Participants.

**3.5. Security.** We implement and maintain reasonable administrative, physical, and technical safeguards intended to protect against the unauthorized access, use, disclosure, alteration, or destruction of your Content. However, since the Internet is not a 100% secure environment, we cannot ensure or warrant the security of any information that you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. To learn more, please visit <https://www.thoughtexchange.com/security/>.

**3.6. Privacy Policy.** Our Privacy Policy, published at <https://thoughtexchange.com/privacy-policy/>, sets out how we collect and use any information that you or others give us in connection with your use of the Services.

**3.7. Data Processing Agreement.** If your use of the Services involves processing personal data pursuant to the GDPR and/or transferring personal data outside the European Economic Area or Switzerland to any country not deemed by the European Commission as providing an adequate level of protection for personal data, the terms of the Data Processing Addendum published at <https://thoughtexchange.com/dpa/> (the “DPA”) shall apply to such personal data and be incorporated into this Agreement by reference.

## 4. CONFIDENTIALITY

**4.1. Confidential Information.** For purposes of this Agreement, “Confidential Information” shall mean all information marked as confidential or proprietary, or received under circumstances reasonably interpreted as imposing an obligation of confidentiality. It includes, but is not limited to, trade secrets and business matters such as research and development, the identity and profiles of customers and suppliers, and sales and marketing plans and information. Confidential Information does not lose its status as Confidential Information merely because it was known by a limited number of persons or entities or because it was not entirely originated by either party.

**4.2. Confidentiality Obligations.** During the performance of this Agreement, each party may receive Confidential Information from the other. Each party will treat Confidential Information as confidential and protect it from disclosure as it

would its own information of a similar nature. Neither party will disclose confidential information other than to those of its employees or agents who need to know such information for performance of each party's rights and obligations under this Agreement. Neither party will use Confidential Information for any purpose beyond the performance of its rights and obligations under this Agreement without the prior written consent of the other party. All Confidential Information shall remain the property of the disclosing party, and each party will return or destroy any tangible materials containing such Confidential Information upon request of the other party. The obligations of confidentiality and protection imposed by this Section shall not apply, or shall cease to apply, to any information that: (a) was lawfully known by either party prior to its receipt hereunder; (b) is or becomes publicly available without breach of this Agreement; (c) is lawfully received by either party from a third party who does not have an obligation of confidentiality to either party; or (d) is developed independently by employees of either party without reference to or use of Confidential Information.

**4.3. Disclosure in Accordance with Law.** A party may disclose Confidential Information to the extent required to do so by a governmental agency, by operation of law (including, without limitation, if and as required to comply with applicable freedom of information laws), or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that such party, to the extent legally permissible, furnishes prior written notice of such disclosure and reasonably cooperates with the other party, in any effort to seek a protective order or other protection of the Confidential Information.

## **5. WARRANTIES & LIMITATIONS OF LIABILITY**

**5.1. Limited Warranty.** Because the technologies underlying Services such as ThoughtExchange are inherently complex, we cannot warrant that the Services will be entirely error-free or will operate without interruption. We warrant that the Services will not infringe the intellectual property rights of any third party and that during your subscription the Services will be free from significant defects. Our sole responsibilities in the event of an error or defect in the operation of the Services are: (a) to use reasonable efforts to correct significant defects without charge; or (b) to refund a portion of the subscription price, pro-rated from the time such defects are first brought to our attention, and terminate your subscription.

**5.2. Advice.** All advice provided by us or generated by the Services is provided “as-is” and, to the greatest extent permitted by law, we expressly disclaim any and all warranties, conditions, representations, or guarantees, of any kind whatsoever, whether express, implied, statutory or otherwise, with respect to such advice. You are solely responsible for the consequences of acting on any such advice.

**5.3. Limitation of Liability; Damages.** EXCEPT FOR PAYMENT OF FEES OR A PARTY’S INDEMNITY OBLIGATIONS HEREUNDER, IT IS UNDERSTOOD AND AGREED THAT EITHER PARTY’S LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR SERVICES PROVIDED OVER THE PRIOR TWELVE (12) MONTH PERIOD. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR DAMAGES. THE PRICE STATED FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING OUR LIABILITY. WITHOUT LIMITING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED AS LIMITING EITHER PARTY’S LIABILITY FOR: (A) ITS OWN GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; (B) BODILY INJURY OR DEATH CAUSED BY ITS ACTS OR OMISSIONS; OR (B) ANY LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

## 6. INDEMNIFICATION

**6.1. Obligation to Indemnify.** You and we each agree to defend, indemnify and hold the other harmless from and against any loss, damages, obligation, penalty, deficiency or liability (including, without limitation, reasonable attorneys’ fees) imposed upon, incurred by or asserted against one of us that are finally determined to result from the other’s infringement of a third party’s intellectual property rights or material breach of confidentiality obligations under this Agreement, except to the extent such loss is caused by the acts or omissions of, or misrepresentations by, the non-breaching party, its employees or agents or third parties.

**6.2. Defense and Settlement.** If any demand, claim or suit is asserted or instituted with respect to which any party may be entitled to indemnification under this Agreement, then the indemnified party will: (a) give written notice of the claim to the indemnifying party promptly and in any event no later than ten (10) days after the indemnified party receives the claim; (b) give the indemnifying party sole control of the defense and settlement of the claim (provided that the

indemnifying party may not enter into any settlement, compromise or consent to judgment with respect to any claim without the indemnified party's prior written consent unless such settlement, compromise or consent to judgment unconditionally releases the indemnified party of all liability); and (c) provide the indemnifying party with reasonable cooperation and assistance at the indemnifying party's expense.

## 7. TERM & TERMINATION

**7.1. Term of Agreement & Subscriptions.** The Agreement is effective upon execution of your first Service Order by both you and us, and will continue in effect until the earlier of: (a) the expiration of all of subscriptions set out in your Service Orders (including renewals, if any); or (b) the termination of this Agreement in accordance with its terms (the "Term"). The initial term of each subscription to the Services will be as set out in the applicable Service Order.

**7.2. Renewals.** Your subscription will automatically renew for additional twelve (12) month periods unless: (a) the applicable Service Order states otherwise; or (b) you or we give the other party written notice of non-renewal at least sixty (60) days prior to the end of the then-current term. Unless the applicable Service Order states otherwise, promotional or discounted pricing does not apply to any renewal of your subscription, and all renewals are subject to a five percent (5%) price increase above the undiscounted pricing for the prior subscription term.

**7.3. Termination.** Either party may terminate the Agreement: (a) if the other party fails to cure a material breach of the Agreement within thirty (30) days after written notice from the non-breaching party; (b) immediately if the other party becomes subject to any proceeding relating to bankruptcy, insolvency, receivership, liquidation, or assignment for the benefit of its creditors. If we terminate the Agreement for your material breach, you will not receive any refund and you must pay any unpaid fees for the remainder of each subscription then committed in a Service Order. In no event will termination of the Agreement relieve you of your obligation to pay any unpaid amounts for the period prior to termination.

**7.4. No Access After Termination or Non-Renewal.** Termination or failure to renew your subscription will result in suspension of your access to the Services at the time of termination or at the end of your paid subscription term, as applicable.

## 8. FEES AND PAYMENT

- 8.1. Fees.** The fees for your Services (together with all applicable taxes, duties and levies or similar assessments) are payable in advance, either annually or in accordance with any different billing frequency stated in the applicable Service Order.
- 8.2. Non-refundable and non-divisible commitment.** Fees are non-refundable and based on Services purchased, not actual usage. The initial term specified in a Service Order is a non-divisible, continuous commitment, regardless of the invoice schedule, and pricing is based on purchase of the Services in the specified quantity and configuration for the entire initial term (or applicable renewal term).
- 8.3. Invoices and purchase orders.** Unless we agree otherwise in the applicable Service Order, we will invoice you for your subscription fees at the beginning of each annual term. Unless the applicable Service Order states otherwise, all invoiced fees are due net-30 days from the invoice date, provided that we may suspend your access to the Services for non-payment only if any undisputed fees remain unpaid more than 30 days after payment was due. If you issue us a purchase order for your subscription to the Services: (a) the purchase order must be for the full amount of the subscription fees shown on your Service Order; and (b) you agree that any purchase order is for your internal convenience only, and any purported contractual terms will have no force or affect with respect to this Agreement.
- 8.4. Taxes.** The fees stated in a Service Order do not include local, state, federal, or foreign taxes or other governmental charges resulting from this Agreement or any Service Order. You are responsible for paying all such taxes, excluding taxes on our net income or property.

## 9. REGULATORY MATTERS

- 9.1. General Compliance with Laws.** You and we each agree to comply with all applicable laws, rules, and regulations as they pertain to this Agreement. You further agree to obtain and maintain all approvals, permits, licenses, or certificates required by any regulatory body for your use of the Services.
- 9.2. U.S. Government Customers.** Any Subscription Service or modification or derivative thereof and related documentation and technical information which we or you distribute or license to or on behalf of a U.S. Government, are

Commercial Items, as that term is defined at 48 C.F.R. §2.101, consisting of Commercial Computer Software and Commercial Computer Software Documentation, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to the U.S. Government (a) only as Commercial Items, (b) not as military or defense articles as defined in the International Traffic in Arms Regulations, 22 C.F.R Parts 120-130 or Export Administration Regulations, 15 C.F.R. Parts 700-799), and (c) with only those rights as are granted to all other customers of the sales partner program pursuant to this Agreement. Unpublished rights are reserved under the copyright laws of the United States.

**9.3. Export Compliance.** The Services may be subject to export laws and regulations of the United States, Canada, or other jurisdictions. Each party represents that it is not named on any government denied-party list. You further represent that you are not located, and will not access or use, or permit any Authorized User to access or use, any of our technology in any country or region where such access or use would be in violation of any applicable export laws or regulations.

**9.4. Anti-Corruption.** You represent that you have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you learn of any violation of the above restriction, you must promptly notify our Legal Department at [legal@thoughtexchange.com](mailto:legal@thoughtexchange.com).

**9.5. General Privacy Laws.** You agree to comply with all applicable provincial, state and federal data privacy and security laws and regulations as they may relate to this Agreement, which may include (as applicable) the GDPR, California Consumer Protection Act, and the Personal Information Protection and Electronic Documents Act. In addition, you agree to provide us with such assistance as we may reasonably require to fulfill our responsibilities under such privacy and security laws.

**9.6. Privacy of Students and Minors.** You agree to comply with all applicable provincial, state and federal data privacy and security laws and regulations governing students and other minors, including without limitation (as applicable) the Personal Information Protection and Electronic Documents Act, Federal Educational and Privacy Rights Act at 12 U.S.C. 1232g, Children's Online Privacy Protection Act, New York Education Law Section 2-d and Part 121 of the

Regulations of the Commissioner of Education and 15 U.S.C. 6501-6502;

Protection of Pupil Rights Amendment (as they may relate to this Agreement. In addition, you agree to provide us with such assistance as we may reasonably require to meet our responsibilities under such privacy and security laws. If you are a U.S. School District or other regulated education institution, by entering into this Agreement, you represent, warrant and agree that:

- a. You have hired us to perform a service for which the district would otherwise use its own employees.
- b. You have previously provided us with an accurate copy of your most recent annual notification of Federal Educational and Privacy Rights Act (FERPA) at 12 U.S.C. 1232g rights.
- c. You are not hiring us to create Exchanges other than for the exclusive purpose of developing, evaluating or providing education products or services for students or schools.
- d. If you ask us to collect information governed by the Children's Online Privacy Protection Act (COPPA), that you are validly exercising consent on behalf of the parents of every student for which information is provided.

## 10. GENERAL

**10.1. Publicity.** We may use your name, trademarks, and service marks to the extent necessary to fulfill our obligations under this Agreement and any Service Order or as otherwise expressly authorized in this Agreement or a Service Order. With your prior written consent we may use your name and trademark as a reference for marketing and promotional purposes on our website and in other communications with our existing and prospective customers. If you subsequently do not want to be listed as reference for the Services, you may send an email to [legal@thoughtexchange.com](mailto:legal@thoughtexchange.com) stating that you do not wish to be identified as a reference.

**10.2. Insurance.** Each party, at its sole cost and expense, will maintain during the term of this Agreement insurance in the type and amount required by law and consistent with standard industry practices based on its business and the scope of this Agreement. Upon written request of a party, the other party will provide a certificate of insurance evidencing its insurance coverage.

**10.3. Relationship of the Parties.** In providing Services to you, our relationship to you is that of an independent contractor. It is not the intent of either party to create a relation of employment, partnership, agency or joint venture. Except as specifically set forth in the applicable Service Order, we will bear all expenses incurred in connection with the Services.

**10.4. Notices.** We may give notice to you by email to the individual or individuals listed on your Service Order, or by mail to your address as set out on your Service Order. You may give notice to us under or regarding this Agreement by email to legal@thoughtexchange.com, with a duplicate copy sent via registered mail to: Fulcrum Management Solutions Ltd., Suite E, 1990 Columbia Avenue, PO Box 2260, Rossland BC, Canada V0G 1Y0, Attn: Legal Department.

**10.5. Applicable Law.** Unless the applicable Service Order states otherwise: (a) this Agreement shall be governed by, and construed in accordance with the law of the Province of British Columbia, without reference to any conflict-of-laws principles; and (b) the courts of British Columbia will have exclusive jurisdiction over any action or proceeding arising out of, or based upon, this Agreement, and you and we waive any objection on the basis that any such court constitutes an inconvenient forum. Any action or proceeding arising out of, or based upon, this Agreement will be conducted only on an individual basis and not in a class, consolidated or representative action. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

**10.6. Severability.** In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the parties' original intentions and the remainder of the provisions shall remain in full force and effect.

**10.7. Waiver and Modifications; Assignment.** Either party's failure to insist upon or enforce strict performance of any provision of this Agreement does not mean that either party has waived any provision or right in this Agreement. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement. You may not assign or transfer this Agreement without our prior written consent. This Agreement inures to the benefit of and is binding on our respective successors and assigns.

**10.8. Amendment.** We may change these Subscription Terms (including any terms or documents incorporated by reference in these Subscription Terms) at any time

by publishing the revised terms at <https://thoughtexchange.com/subscription-terms> and updating the “Last Revision” date written above. The updated Subscription Terms will be effective to any Service Order signed and to any subscription term (including renewal) beginning after the date the updated Subscription Terms are published. Except for changes made by us as described here, no other amendment or modification of the Agreement will be effective unless set forth: (a) in a Service Order issued by us and signed by both you and us; or (b) in an agreement signed or otherwise agreed in writing by both you and us.

**10.9. Entire Agreement.** This Agreement constitutes the entire agreement between us and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Agreement. The rights and obligations under Sections 3 through 10 shall survive termination of this Agreement.



# CITY OF CHELAN

## CITY COUNCIL

25 Jun 2024

Subject/Title: Noble Strategies LLC dba Tower Consulting Master Client Services Agreement Addendum No. 1 for Assistance with Grants and Funding Applications

Department: Administration

Staff Contact: Wade Farris

Reviewed By: City Administrator  
Finance Director

## GOVERNING LEGISLATION

RCW 35A.11.010 Rights, powers, and privileges. "Each city governed under this optional municipal code...and, by and through its legislative body, such municipality may contract and be contracted with..."

## PREVIOUS COUNCIL ACTION TAKEN

On February 13, 2024 Council approved the Noble Strategies LLC dba Tower Consulting Master Client Services Agreement for Assistance with Grants and Funding Applications.

## OVERVIEW

Noble Strategies LLC dba Tower Consulting Master Client Services Agreement Addendum No. 1 is to increase the budget for assistance with grants and funding applications by an additional \$20,000. Ms. Noble will be present via Zoom to provide a funding progress update to Council.

## FINANCIAL IMPLICATIONS

Hourly rate of \$155.00 / Not to exceed the fees associated with this addendum. Additional funds of \$20,000 will need to be added in the form of a budget amendment.

## ATTACHMENTS

1. Funding Progress Report
2. Noble Strategies LLC dba Tower Consulting Master Client Services Agreement Addendum No. 1 for Assistance with Grants and Funding Applications

#### SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the Noble Strategies LLC dba Tower Consulting Master Client Services Agreement Addendum No. 1 for Assistance with Grants and Funding Applications.



## City of Chelan Council Meeting, June 25<sup>th</sup>, 2024

### Annalisa Noble (Tower Consulting) Funding Progress Report

#### **2023 FUNDING**

- Awarded – RCO LPM | \$100K | Chelan Parks Surface Maintenance of Parking Lots
- Awarded – ECY CWSRF | \$222K | Stormwater Management Action Plan
- Awarded – ECY CWSRF | \$5.41M | Sewer Collection Improvements

#### **2024 FUNDING**

##### **March**

- Pending – Rep. Schrier CDS | \$2.8M | Lake Chelan Shared-Use Community Connector Pathway
- Not Awarded – Chelan Co. LTAC | \$50K | Chelan Gorge Park Improvements

##### **April**

- Pending – Senator Cantwell CDS | \$2.8M | Lake Chelan Shared-Use Community Connector Pathway
- Pending – Senator Murray CDS | \$2.5M | East Chelan Water Reservoir Project
- Pending – DOT SS4A | \$177K | Transportation Safety Action Plan
- Not awarded – RCO COAF | \$840K | Chelan Gorge Baseball Diamond Improvements

##### **May**

- Pending – WSDOT PBP | \$2.2M | Apple Blossom Multiuse Trail Project

##### **June**

- Pending – WSDOT SRTS | \$267K | Farnham-Webster Pedestrian Safety Project
- Pending – Chelan Co. CPIF | \$300K | Washington St. Water Booster Pump Station Capacity

##### **Summer 2024**

- Anticipated – US ACE | \$TBD | TBD (Water System Improvements)
- Anticipated – Cal Ripken Sr. Foundation | \$TBD | TBD (Baseball Recreational Improvements)
- Anticipated – TIB | \$TBD | TBD (Transportation Improvements)

#### **TERMS**

**CDS:** Congressional Directed Spending | **Chelan Co. CPIF:** Cascade Public Infrastructure Fund | **Chelan Co. LTAC:** Lodging Tax Capital Application | **DOT SS4A:** Department of Transportation Safe Streets & Roads for All | **ECY CWSRF:** Department of Ecology Clean Water State Revolving Fund | **RCO LPM:** Recreation & Conservation Office, Local Parks Maintenance | **RCO COAF:** Community Outdoor Athletic Facilities | **TIB:** Transportation Improvement Board | **WSDOT PBP:** WA Department of Transportation, Pedestrian & Bicycle Program | **WSDOT SRTS:** Safe Routes to School | **US ACE:** United States Army Corps of Engineers

Additional Service Addendum

This Additional Services Addendum is an addendum to the Master Services Agreement signed by and between Noble Strategies LLC, a Washington limited liability company, dba Tower Consulting (“Tower” or “Contractor”) and City of Chelan, a municipality (“Client”).

Agreement

1. Tower shall provide additional services or more specifically defined services to Client as stated below:

Continue services provided under MSA and increase budget from original total of \$20,000.00 to a new total of \$40,000.00

Previous Budget Total:	\$20,000.00
Current Amendment:	\$20,000.00
<u>New Budget Total:</u>	<u>\$40,000.00</u>

2. **Not to Exceed.** The Fees associated with this Addendum:
- Shall Increase** the Not To Exceed fee listed in the Master Services Agreement and the increased Not to Exceed fee shall be \$40,000.00 (“Total Fee”).
- Shall Not Increase** the Not To Exceed fee listed in the Master Services Agreement.
3. **No Other Changes.** Unless otherwise specifically modified in this Addendum, all other terms and definitions in the Master Services Agreement shall remain the same and binding on the parties.

Agreed:

Client Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Noble Strategies LLC  
DocuSigned by:  
Signature: Annalisa Noble  
01AD42A26123436...  
By: Annalisa Noble  
Title: Owner  
Date: 6/14/2024



<b>Chelan Budget</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Revenue</b>					
Contributions	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
Fees	100,000.00	125,000.00	150,000.00	175,000.00	200,000.00
Events	100,000.00	125,000.00	200,000.00	300,000.00	350,000.00
<b>Total Revenue</b>	<b>300,000.00</b>	<b>350,000.00</b>	<b>450,000.00</b>	<b>575,000.00</b>	<b>650,000.00</b>
<b>Expenses</b>					
Wages	217,236.78	223,753.88	257,316.97	288,195.00	322,778.40
Contract Wages	-	-	-	-	-
Employer's FICA	16,618.61	17,117.17	19,684.75	22,046.92	24,692.55
L&I Industrial Insurance	4,344.74	4,475.08	5,146.34	5,763.90	6,455.57
Family Medical Leave	434.47	447.51	514.63	576.39	645.56
Health Benefits	20,372.59	20,372.59	23,428.48	26,942.75	29,637.03
Dental Benefits	1,937.12	1,975.86	2,272.24	2,613.08	2,691.47
Vision Benefits	315.47	321.78	370.05	425.55	438.32
LTD/STD/LI/AD&D Benefits	1,955.13	2,013.78	2,315.85	2,663.23	2,743.13
Pension Benefits	-	-	25,731.70	26,503.65	27,298.76
Professional Fees - IT	4,000.00	4,000.00	4,000.00	5,000.00	5,000.00
Supplies - Office	1,070.00	1,070.00	1,070.00	2,000.00	3,000.00
Supplies - Food	5,000.00	5,000.00	9,433.91	12,000.00	12,000.00
Supplies - Kitchen	1,800.00	1,800.00	1,800.00	4,000.00	4,000.00
Auction Expenses	-	16,750.00	18,888.44	60,000.00	70,000.00
Supplies - Janitorial	3,819.24	3,819.24	3,819.24	5,000.00	5,000.00
Supplies - Other	8,365.40	9,352.66	10,365.40	9,503.73	6,853.43
Postage	376.62	376.62	376.62	376.62	376.62
Equipment Lease	1,076.26	1,076.26	2,000.00	2,000.00	2,000.00
Copier Usage	212.18	212.18	400.00	400.00	400.00
Telephone	740.81	740.81	740.81	740.81	740.81
Athletic - Equipment	1,273.08	1,273.08	1,273.08	5,000.00	5,000.00
Apparel	1,591.35	1,591.35	1,591.35	4,000.00	4,000.00
Vehicle - Gasoline	2,620.42	2,620.42	2,620.42	3,000.00	3,000.00
Vehicle - Mileage Reimbursement	1,060.90	1,060.90	1,060.90	1,060.90	1,060.90
Vehicle - Other	254.62	254.62	254.62	254.62	254.62
Pre-Employment Testing	673.67	673.67	673.67	673.67	673.67
Travel - Incidentals	763.85	763.85	763.85	763.85	763.85
Field Trip Fees	1,591.35	1,591.35	1,591.35	8,000.00	8,000.00
Training	495.34	495.34	495.34	495.34	495.34
Credit Card Fees & Charges	-	-	-	-	-
<b>Total Expenses</b>	<b>300,000.00</b>	<b>325,000.00</b>	<b>400,000.00</b>	<b>500,000.00</b>	<b>550,000.00</b>
<b>Net Income</b>	<b>(0.00)</b>	<b>25,000.00</b>	<b>50,000.00</b>	<b>75,000.00</b>	<b>100,000.00</b>



**BGCSC Lake Chelan**

**Lobby**

<u>Description</u>	<u>Quantity</u>	<u>Item Cost</u>	<u>Total</u>
Digital signage TV 55"	1	\$689.00	\$689.00
TV Mounts	1	\$175.00	\$175.00
IP Controllers Serial Port Conversion	1	\$220.00	\$220.00
IP EXTENDERS	1	\$880.00	\$880.00
Labor Mounting	2	\$250.00	\$500.00
Cables (HDMI/CAT6)	1	\$75.00	\$75.00
MFP Printer	1	\$850.00	\$850.00
Furniture	1	\$3,500.00	\$3,500.00
Staff PC	2	\$1,450.00	\$2,900.00
Lobby Projected Total			\$9,789.00

**Teen Center**

<u>Description</u>	<u>Quantity</u>	<u>Item Cost</u>	<u>Total</u>
PC & Digital signage TV 75"/86" Wall mounted (PC/CAM) Commercial Grade	1	\$1,950.00	\$1,950.00
TV Mounts	1	\$175.00	\$175.00
IP Controllers Serial Port Conversion	1	\$220.00	\$220.00
IP EXTENDERS	1	\$880.00	\$880.00
Micro PC with Wall mount/wireless Keyboard Mouse/Web Camera	1	\$1,260.00	\$1,260.00
PC MS Software	7	\$135.00	\$945.00
DeepFreeze	7	\$95.00	\$665.00
XBOX/Extra controller	1	\$400.00	\$400.00
XBOX Mount and Cables	1	\$85.00	\$85.00
Labor Mounting	1	\$350.00	\$350.00
Cables (HDMI/CAT6)	1	\$100.00	\$100.00
Audio System and DJ System	1	\$5,000.00	\$5,000.00
M2C2 gaming systems	4	\$3,300.00	\$13,200.00
Esport Systems	5	\$2,800.00	\$14,000.00

Truss and lights	1	\$12,500.00	\$12,500.00
Furniture	1	\$24,500.00	\$24,500.00
Staff PC	1	\$1,450.00	\$1,450.00
VR System	1	\$750.00	\$750.00
Table Touch Screen Gaming Table	1	\$1,100.00	\$1,100.00

Teen Projected Total \$79,530.00

#### Games Room

M2C2 Gaming TV 65"	2	\$3,300.00	\$6,600.00
Digital signage TV 65"	1	\$990.00	\$990.00
TV Mounts	1	\$175.00	\$175.00
IP Controllers Serial Port Conversion	1	\$220.00	\$220.00
IP EXTENDERS	1	\$880.00	\$880.00
Labor Mounting	1	\$250.00	\$250.00
Cables (HDMI/CAT6)	1	\$150.00	\$150.00
DMX LED LIGHTS with Controller and Trusses	1	\$8,500.00	\$8,500.00
Game tables/Pool/Etc	1	\$7,500.00	\$7,500.00
XBOX/Extra controller	2	\$400.00	\$800.00
XBOX Mount and Cables	2	\$150.00	\$300.00
Gaming Chairs	4	\$295.00	\$1,180.00
Digital Exercise Wall	1	\$12,000.00	\$12,000.00
Table Touch Screen Gaming Table	3	\$1,200.00	\$3,600.00
Folding tables & Chairs	1	\$6,500.00	\$6,500.00
24x72 table with metal "U" legs, 2 grommets, wire management	4	\$775.00	\$3,100.00
Gaming Chairs	12	\$295.00	\$3,540.00

Games Projected Total \$56,285.00

#### STEAM/Learning Center

PC & Digital signage TV 65" Wall mounted (PC/CAM) Commercial Grade	1	\$989.00	\$989.00
TV Mounts	1	\$175.00	\$175.00
IP Controllers Serial Port Conversion	1	\$220.00	\$220.00
IP EXTENDERS	1	\$880.00	\$880.00
Micro PC with Wall mount/wireless Keyboard Mouse/Web Camera	1	\$1,260.00	\$1,260.00
PC MS Software	1	\$135.00	\$135.00
Cables (HDMI/CAT6)	1	\$100.00	\$100.00
Labor Mounting	1	\$350.00	\$350.00
Garage Makers Space Upgrade, Mid Tables, stools, Wall Garage Media Cabinets	1	\$17,500.00	\$17,500.00

Wall Signs and Logos	1	\$2,800.00	\$2,800.00
Media PC with Ultra wide MNTR	2	\$2,350.00	\$4,700.00
STEAM PC's	6	\$1,450.00	\$8,700.00
M2C2 PC Camera Wireless K/M	1	\$3,500.00	\$3,500.00
STEAM Projected Total			\$37,550.00

#### KeyStone/Conference Room

<u>Description</u>	<u>Quantity</u>	<u>Item Cost</u>	<u>Total</u>
M2C2 PC Camera Wireless K/M	1	\$3,500.00	\$3,500.00
PC MS Software	1	\$135.00	\$135.00
Furniture	1	\$9,500.00	\$9,500.00
Art Projected Total			\$13,135.00

#### Community Room

<u>Description</u>	<u>Quantity</u>	<u>Item Cost</u>	<u>Total</u>
PC & Digital signage TV 65" Wall mounted (PC/CAM) Commercial Grade	2	\$989.00	\$1,978.00
PC MNTR 2 & Digital signage TV 65" Wall mounted Commercial Grade	2	\$989.00	\$1,978.00
PC & Digital signage TV 86" Wall mounted (PC/CAM) Commercial Grade	1	\$1,950.00	\$1,950.00
TV Mounts	5	\$175.00	\$875.00
IP Controllers Serial Port Conversion	5	\$220.00	\$1,100.00
IP EXTENDERS	5	\$880.00	\$4,400.00
Micro PC with Wall mount/wireless Keyboard Mouse/Web Camera	5	\$1,260.00	\$6,300.00
PC MS Software	3	\$135.00	\$405.00
Labor Mounting	5	\$350.00	\$1,750.00
Cables (HDMI/CAT6)	5	\$250.00	\$1,250.00
Community RM Projected Total			\$21,986.00

#### Office

<u>Description</u>	<u>Quantity</u>	<u>Item Cost</u>	<u>Total</u>
Staff PC	1	\$1,450.00	\$1,450.00
Labor Mounting	1	\$350.00	\$350.00
Cables (HDMI/CAT6)	1	\$100.00	\$100.00
Office & Storage Furniture	1	\$6,000.00	\$6,000.00
Printer	1	\$500.00	\$500.00

Career Development RM Projected Total \$8,400.00

**Building Infrastructure and Network MDF and IDF**

<u>Description</u>	<u>Quantity</u>	<u>Item Cost</u>	<u>Total</u>
Campus WI-FI AP's and Controller (all building)	1	\$3,500.00	\$3,500.00
Campus Wi-Fi outdoor AP's (Option)	3	\$1,800.00	\$5,400.00
Bright Sign Channels	2	\$675.00	\$1,350.00
Digital Signage Computer (donor Wall & Youth Channel)	6	\$1,200.00	\$7,200.00
PC MS Software	2	\$135.00	\$270.00
IP EXTENDERS	8	\$880.00	\$7,040.00
Security Camera System	1	\$25,500.00	\$25,500.00
Building IP HDMI distribution System over CAT6 and Fiber/Tablet Control	1	\$15,000.00	\$15,000.00
Surge Protectors (All building)	1	\$2,800.00	\$2,800.00
Media IP Switch	1	\$3,400.00	\$3,400.00
Network package, Server/RACK/UPS/KVM/SWITCHES	1	\$15,000.00	\$15,000.00
SonicWALL Fire Wall/Router	1	\$2,500.00	\$2,500.00
Network Cables and Fiber	1	\$1,950.00	\$1,950.00
Rack Fans and equipment	1	\$2,500.00	\$2,500.00
Project Management	1	\$5,000.00	\$5,000.00
Projected Labor setup and install All Building	1	\$45,000.00	\$45,000.00
Infrastructure Projected Total			\$143,410.00
Total			\$370,085.00
Projected Sales Tax and shipping 12%			\$44,410.20
Project Total			\$414,495.20
Low Voltage wiring if needed	1		\$20,000.00

Improving the lives  
of pets and people.

WENATCHEE VALLEY  
**HUMANE**  
society



City Of Chelan  
Annual Report 2023

# Bringing Pets and People Together

- Adoption:  
We practice in an open, conversation-based adoption process that matches families with homeless pets. This approach gives adopted pets and their adopters the greatest chance for a successful, loving life together!
- Lost Pet Reunification:  
We reunite families through our lost and found services and return to home.
- Intake to Placement:  
Outcome pathways are identified for animals physically entering the shelter before or at the time of shelter intake. The length of stay in the shelter is drastically reduced.



Bringing  
pets and  
people  
together.

# National Organization Comparison | 2023

Updated 1/6/2024 with data through December 2023

Org Type Comparison



This dashboard will display only organizations with full data sets for the year selected.

## Location

All

## Year

2023

## Species

Multiple values

## Category for Comparison

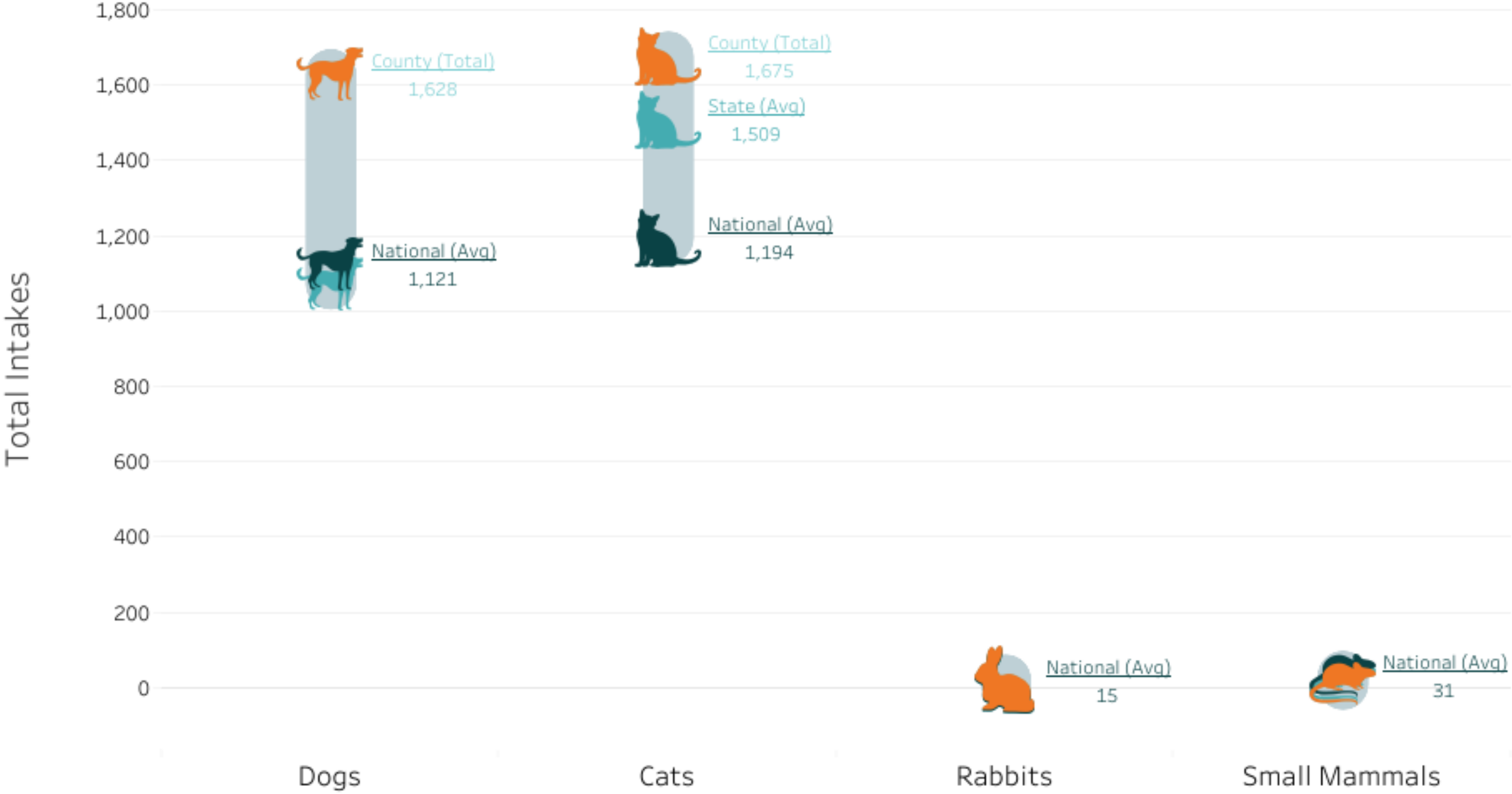
- ☒ Total Intakes
- ☐ Live Outcomes
- ☐ Non-Live (Other) Outcomes

Organization Name:  
**WENATCHEE VALLEY  
HUMANE SOCIETY**

Organization Type: **Shelter  
with a Government  
Contract**

County: **Chelan County, WA**

State and national averages are calculated by organization type. This view shows averages from "Shelter with a Government Contract" organizations.  
County data is aggregate for the organization's county.



	Dogs	Cats	Rabbits	Small Mammals
Organization	1,628	1,675	21	9
County (Total)	1,628	1,675	21	9
State (Avg)	1,071	1,509	19	17
National (Avg)	1,121	1,194	15	31

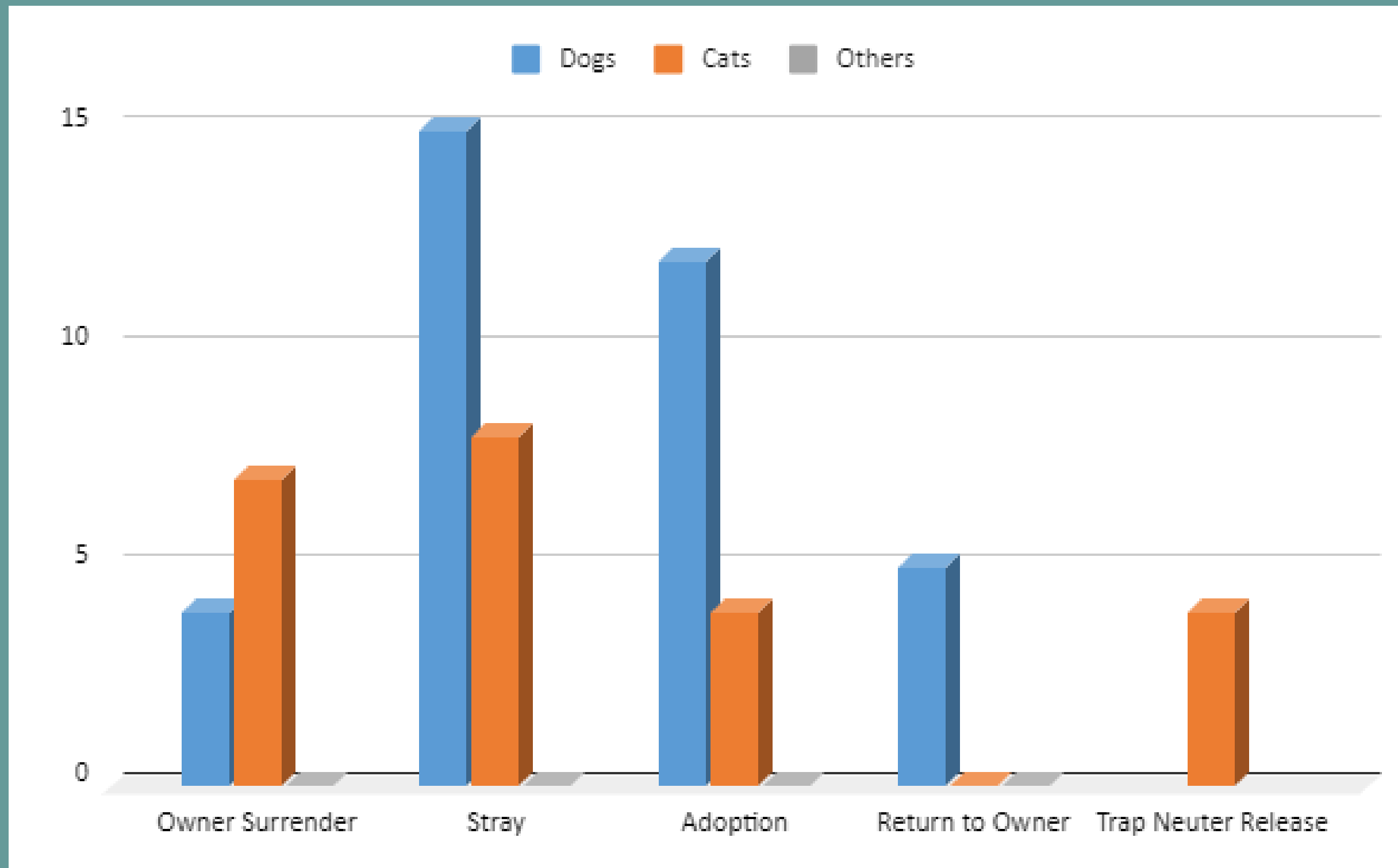


## Protection & Public Safety

Our animal control and field services department protects public health and safety, they enforce animal cruelty and neglect laws, and aim to address the root causes of animal problems. They provide support, information, access to care and resources to the community.

## People & Community Centered

By addressing root causes that lead to public safety issues, such as providing resources to keep dogs safely in their yards, and putting a high priority on swiftly resolving situations that put people and animals in danger, our community is safer. By ensuring that more animals are sterilized, vaccinated and identified WVHS works to resolve pet related problems before they become dangerous to health and safety.




Number of Animals Received  
from Chelan

City of Chelan - Annual Report 2023						
Number of Investigated Incidents:						
Total	117					
Number of Phone Calls Received:						
Total	503					
Investigations						
Animal Cruelty		5				
Aggressive Dogs/ Animal Bites		22				
Domestic Animal/Livestock At Large		60				
Animal Neglects/ Injured Animals		30				
Lost & Found Reports: 45						
Number of Animals Received						
Intake/Outcome		Dogs		Cats		Others
Owner Surrender		4		7		0
Stray		15		8		0
Adoption with in the community		12		4		0
Return to Owner		5		0		0
Owner Requested Euthanasia		6		4		1

# City Of Chelan- Field Service Cost Average

Officer Hourly Rate	Case time/ Follow up	Transportation/Maintenance
\$20.70 -24.00 hourly - \$3,588-\$4,500 monthly gross for one ACO	Average Commute Time 2 hours round trip Average case time on scene 1 hour (Depending on case)	About 40 miles to Chelan. 80 miles round trip. Currently \$4.50 a gallon of gas. Truck Avrg MPG is 19-20. About \$18.00 for every trip to Chelan. Not including On Scene Time or Follow Up Time.
Officer Training \$400 Minimum	Average time on follow up with cases in Chelan before closure is about 3-4 days. (16-20hrs Officer desk time/ commute for Follow Up's.)	Truck maintenance yearly minimum \$1572.8
	Average cost at minimum per case \$414	Equipment \$2,000
Average Animal Total Care Cost For year 2023 (For Chelan) \$9,310	Animals Received 38 for year 2023	"Patrol Time" alone, 87hrs each month. Avrg 28 trips (2,240miles) each month, about 26,880mi driven, \$5,376 in gas for 2023 (Does not include Truck Maintenance )



Keeping pets and  
people together.

WENATCHEE VALLEY  
**HUMANE**  
society



## Keeping Pets and People Together

### Pet Pantry

We believe the best places for pets are with their loving families. We are committed to keeping more pets and families together with our Pet Pantry, which is open monthly on the last Saturday of every month. Our goal is to expand the pet pantry to weekly for those in need.

### Veterinary Care

**Community Medicine Program:** Our veterinary hospital is committed to high standards, and our goal is to make veterinary care affordable and accessible to all members of our community. We provide low cost services including spay/neuter, wellness, vaccinations, and pet support services.

Proactive Field & Shelter Services				
Responsible Public Policy	Proactive Community Programs	Intake to Outcome Pathway Planning	Community Pet Resource Center	Keeping &Bringing Pets and People Together
Impacts All Animal Welfare Groups	Targeted Spay/Neuter Services for vulnerable populations	Supported Self-Rehoming	Emergency housing for animals with no other alternative	Lost Pet Reunification & Community Cat Mitigation
	Safety Net Programs	Coordinated Entry &Care	Pet &People Support Services	Pet Hub-Licensing/ Identification
	Community Centered-Field Services	Foster Care	Case Management	Adoption, Rescue, Transfer, and Foster to Adopt

# INTRODUCING SGT. NOMI STUNZMAN

- Nomi has been with WVHS since 2016.
- Washington Animal Care and Control Academy Graduate
- National Animal Care and Control Association Advanced Certification
- TNR Certified, Fear Free Certified
- Equine Nutrition and Body Scoring Cruelty Investigation Certification
- Awarded 2021 Excellence in Animal Cruelty Investigation
- Certified Nationally as a Animal Cruelty investigator



# Cases on the rise



# Cases on the rise

Tourism Plays a huge role

Over the last two years we have seen a rise in case volume regarding Dogs or other animals left in vehicles in hazardous temperatures. Field Services responds promptly to these calls often aided by the Chelan County Sheriff's Office when making entry to remove animals.



It takes less than 10 minutes



For your car to go from 80 degrees to 130 degrees



# Wenatchee Valley Humane Society

## Field Services Report



WENATCHEE VALLEY  
**HUMANE**  
society



Bringing pets and people together  
since 1967

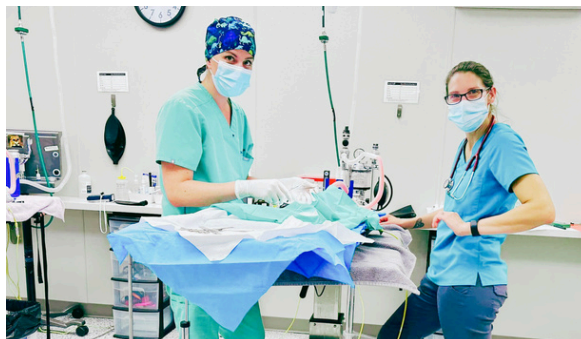
# Summary

Goal	To improve the lives of pets and people in North Central Washington through preventive and proactive programs. Our purpose is to keep and bring pets and people together.
Plan	<ul style="list-style-type: none"> <li>• WVHS's three-year strategic plan will target the root causes behind animal vulnerability and neglected and abused pets in North Central Washington, reducing the number of pets that end up homeless by keeping families together.</li> <li>• Investing in animals' physical, emotional, and mental welfare.             <ul style="list-style-type: none"> <li>◦ Science-based guidelines for shelter environment.</li> </ul> </li> <li>• Investing in community-centered programs that improve the lives of pets and people.             <ul style="list-style-type: none"> <li>◦ Safe Pet Initiative                 <ul style="list-style-type: none"> <li>▪ SAFE Bite Prevention</li> <li>▪ Reach &amp; Teach Responsible Pet Ownership</li> </ul> </li> <li>◦ Behavioral Workshops</li> <li>◦ Veterinary Access</li> </ul> </li> <li>• WVHS is becoming a community pet resource campus with programs and services to help bring and keep pets and people together.</li> </ul>
Implementation	Beginning in 2024, WVHS will launch programs that support the three year strategic plan, including affordable and accessible veterinary care, behavioral classes, advocating for pet-friendly housing policies and promoting pet-friendly public spaces.
Benefits	The benefits of the "Pets are Family" initiative are more families staying together through targeted community-first programs and services from WVHS.
Outcome	More families stay together, fewer pets end up in the shelter, pets and people avoid unsafe situations reducing the impact to public safety.

# Who We Are

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*"We believe in improving the lives of pets and people and that our purpose is to keep and to bring them together." -James Pumphrey, Executive Director*



The historic model of "animal shelter" is evolving nationwide out of necessity and for the better. Humane societies are moving away from a reactive model based on receiving large numbers of animals needing shelter to a preventative model that prioritizes keeping pets and people together and ensures shelter housing is available for emergencies. This model keeps families intact whenever possible and addresses the root causes of animal vulnerability.

## Leadership Team

**James Pumphrey**

Executive Director

**Caitlin Vanderpool**

Finance Director

**Pamela Nelle**

Development Director

**Karen Headlee**

Operations Director

**Sgt. Nomi Stutzman**

Field Services Director



WENATCHEE VALLEY  
HUMANE SOCIETY

# Guiding Principles

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- We are champions of the human-animal bond.
- We believe pets are family and that families should stay together.
- We believe in protecting, preventing, and ending animals' suffering.
- We believe everyone deserves the joy a pet can bring, regardless of income.
- We emphasize and rely on collaboration to achieve our mission.
- We believe in measuring impact, holding ourselves accountable, and adjusting as necessary to accomplish our goals.
- We embrace creative thinking and innovative ideas.
- We want to avoid duplication of efforts with organizations we partner with.
- We embrace all community members and encourage them to participate in being part of the safety net for companion animals in their community.

# Professional Development & Certification

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## **Our commitment to Professional Development and Certified Professionals.**

At WVHS, we emphasize the importance of professional development and highly trained personnel. Our team members receive extensive training and certification via the Fear Free Shelter Program, which covers all aspects of caring for and overseeing shelter animals. This includes medical and behavioral staff, reception, kennel and cattery staff, animal control officers, adoption counselors, foster caregivers, and shelter volunteers.

Moreover, our humane officers and dispatchers receive additional certification by the National Animal Care & Control Association, which includes Certification in Animal Control Officer 1 & 2. This certification must be renewed every three years. NACA is a leading professional association dedicated to the development of professionalism in the field of Animal Care and Control.

Our Humane Officers continue their education after completing NACA ACO 1 & 2 training by attending training with the Washington State Criminal Justice Training Commission (WSCJTC) and Washington Animal Control Association (WACA) at the Animal Control Academy for two weeks. Our humane officers are offered additional specialized training in topics ranging from specialized training (e.g., horse cruelty and neglect investigations, community cat TNR certification, case management, etc.). This year we are adding Mental Health First Aid (MHFA) certification to our staff development plan.

Our Sergeant of Animal Care and Control is also a nationally certified Animal Cruelty Investigator. She provides specialized livestock handling, identifying and body scoring classes to our officers, and participates in the Washington State Animal Control Academy.



# A Community-Centered Approach

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WVHS is committed to supporting the companion animals of North Central Washington. Our initiatives aim to keep & bring families together.

Providing shelter and emergency care to vulnerable animals remains essential to our programs and services.

Dedicating and shifting resources to focus on proactive solutions is integral to our future direction.

We are investing in community-centered programs that improve the lives of pets and people.

- We can't shelter and rehome our way out of the problem of lost, abandoned, abused, and neglected pets; we need to get upstream of the problem.
- When people hurt, pets hurt. WVHS is becoming a community pet resource campus, with programs and services to help bring and keep pets and people together, improving community health as a whole.

WVHS has worked well under the prevailing model; however, the impacts of the economic downturn have presented an opportunity to build a humane community for the future. As the animal welfare field evolves, so will WVHS. We will work to provide a safety net for companion animals in our community by promoting community engagement and elevating animal welfare advancement.

We are revitalizing our programs and services to serve pets and people better. Pets are family. Our goal to keep and bring people and pets together is central to our purpose-driven work.

## Creating an inclusive community for pet families.

A community-centric model that provides families with accessible and affordable pet programs and services. We will offer social service-oriented and diversified support systems that allow both people and pets to have multiple options for care that best suit their needs.

Families with pets will receive affordable services and support sourced inside or outside our doors. This approach will be at the heart of our “Pets are Family” community support system rather than the animal entering the shelter being the first and only line of defense.

## Goals

- Expanding accessible & affordable pet services
  - veterinary care
  - retail
  - behavioral training
  - pet support services
  - education opportunities
- Advocating for pet-friendly housing & responsible practices for families with pets.
- Supporting pet-friendly community & businesses
  - Public spaces, parks & hiking trails
- Rapid & effective emergency response
- Safe Pet Initiative
  - Bite Prevention
  - Kids and Pets

# Pets & People Support Services

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These services are aimed at providing assistance to both people and their beloved pets. They include:

- Lost Pet Reunification: Shelter & Field services that prioritize reuniting pets with their families.
- Supported Self-Rehoming: Programs that allow families to find new homes for their pets without requiring them to enter the shelter system.
- Intake-to-Placement: The process of taking in and caring for animals in need, while also identifying the best possible environment for them.

# Prevention and Protection

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With our primary focus on addressing the root causes of animal vulnerability and fostering thriving relationships between pets and people, our organization is dedicated to the following:

## **Keeping pets and people together through:**

- Pet Support Services & a free Pet Pantry
- Access to affordable veterinary and behavioral care
- Pet-friendly housing, communities, and public policy
- Reunification of lost pets
- Humane Community Cat Management

## **Bringing pets and people together through:**

- Volunteer & Foster Programs
- Adoption services
- Rehoming services with supported self-rehoming and coordinated shelter placement

## **Protection through:**

- Community Safety Response, including animal bite and dangerous dog investigations
- Cruelty and Neglect Investigation
- Safe Pet Initiative
- Emergency Rescue and Disaster Response
- Crisis & emergency shelter for homeless and at-risk companion animals
- Public Policy
- Conflict Resolution



James Pumphrey  
Executive Director  
jpumphrey@wenatcheehumane.org  
509.662.9577 ext 406



WENATCHEE VALLEY



**HUMANE**  
society

# Wenatchee Valley Humane Society

Bringing pets & people together since 1967



Annual Report 2023

# Building a Safety Net for Pets and People in Our Community

Dear Supporters and Friends,

As we reflect on the past year at Wenatchee Valley Humane Society, we are filled with gratitude for the unwavering support and dedication of our community. Your commitment to our shared mission of promoting the welfare of animals and people in need has been the driving force behind our continued success. Today, I am proud to share with you the progress we have made in expanding access and affordability of critical services through the establishment of a comprehensive safety net for pets and people in our community.

We believe that every pet and every person deserves the opportunity to live a healthy, happy life. However, we recognize that financial constraints, lack of resources, and other challenges can often prevent pet owners from accessing behavioral training, veterinary care, and housing support for their beloved pets. That is why we have made it our mission to bridge these gaps and provide a safety net that ensures no one is left behind.

One of our key initiatives is the expansion of our pet support programs to address the needs of pets and their owners. By investing in preventive measures and early intervention, we are not only improving the well-being of pets, but also enhancing the quality of life for their human companions. Our pet support programs include resources for behavioral health, a pet pantry, affordable veterinary care, and emergency housing for vulnerable animals.

We have also focused on increasing access to affordable veterinary care for pets in our community. Our low-cost vaccination clinics, spay/neuter programs, and medical assistance have made it possible for pet owners to provide essential healthcare services for their pets without breaking the bank. Reducing financial barriers and promoting responsible pet ownership ensures that pets receive the care they need to thrive. The need for our services has significantly increased as families continue to experience economic hardship as housing and pet care costs have increased nationwide.

We recognize the critical link between pet welfare and housing stability for individuals and families. By advocating for pet-friendly housing policies we are creating a more sustainable and compassionate community where pets are valued family members.

As we look ahead to the future, we remain committed to expanding our safety net for pets and people in need. With your continued support and generosity, we can build a stronger, more resilient community where all pets and people have the opportunity to thrive. Together, we can make a lasting impact and create a brighter future for all.

Thank you for being champions of compassion, empathy, and kindness. Your dedication inspires us every day to do more and be better for the animals and people who rely on us.

With heartfelt gratitude,

James Pumphrey  
Executive Director  
Wenatchee Valley Humane Society


A handwritten signature in dark ink, appearing to read 'JP', is positioned to the right of the typed name and title.

# Guiding Principles

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- We emphasize and rely on collaboration to achieve our mission.
- We believe in measuring impact, holding ourselves accountable, and adjusting as necessary to accomplish our goals.
- We embrace creative thinking and innovative ideas.
- We want to avoid duplicating efforts with organizations we partner with.
- We embrace all community members and encourage them to participate in being part of the safety net for companion animals in their community.



# A Safe Haven for Vulnerable Animals



WVHS serves as a sanctuary for at-risk animals, offering them a fresh start in life. Every animal receives individualized care and compassion regardless of age, health, or behavioral obstacles. Almost half of the animals we receive require medical and behavioral attention before finding their forever homes. Ensuring each animal's welfare and quality of life is our top priority. We are dedicated to treating our shelter pets with the same compassion as our own pets.

- We use various medical and behavioral techniques to prepare pets for adoption and strive to match them with caring families.
- Our team offers science-based behavioral strategies and treatment plans for animals needing extra support.
- Our behavior team provides community pet training, recognizing the community's vital role in animal welfare.
- Enrichment programs enhance the well-being of our animals.

# LIVES IMPACTED

Our goal at WVHS is to improve the lives of pets and people and bring and keep them together. We believe that pets are family and that families should stay together. At WVHS, we provide services and resources to help families stay together when times are tough. For homeless pets who need somewhere to rest and find a new family, we provide a safe and nurturing environment.

2023 was a busy year, with new initiatives and programs designed to positively impact the lives of pets and people in North Central Washington. We are proud of the many successes that would not have been possible without your financial support or the time you gave volunteering.

**3,568** total lives impacted in 2023

**2,180**

pet meals distributed

**577**

families kept together

**1,824**

adoptions &  
placement

# Community Support Services

WVHS champions the human-animal bond. We believe pets are family and that families should stay together. We believe everyone deserves the joy a pet can bring, regardless of income. We believe that all family members should have enough to eat, good health, and a good relationship with their pet.

Last year we provided:



693

households with

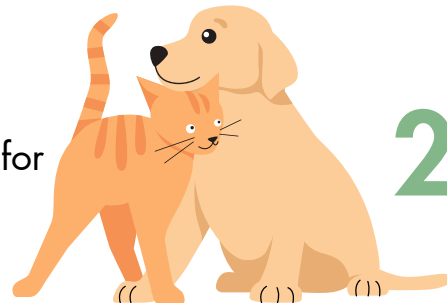


2,180 pet meals



7,442

vaccinations for



2,661 animals

# Shelter & Adoptions

Wenatchee Valley Humane Society believes in an open, conversation-based adoption process that carefully matches the lifestyle and expectations of adopters with the personalities and needs of our homeless pets. This approach gives adopted pets and their adopters an excellent chance for a successful, loving life together!



**2,312** stray animals admitted



**1,806** pets adopted



**645** pets reunited  
with their  
families



**572** animals sheltered for  
people who can no  
longer care for them

Sundance was adopted by Bryce and Lindsay Davisson after being abandoned and rescued by our Humane Officers. Now, he enjoys the company of another horse, plentiful food, and a stall. Despite these comforts, Lindsay said Sundance loves to be outside in the snow and rain, and rolling around in the mud. "We adore him deeply!" Lindsay said. "He is kind-hearted, quick to learn, and we feel fortunate to have him with us!"





Nanni was at the shelter for 7 months before she found her person, Bob. Since then, she has been living her best life. And thanks to Nanni, Bob is too.

"She is well mannered and fitting in very nicely," Bob said. "She is very, very happy now that she finally discovered how to get in and out of the doggie door (it took a while to accomplish that!!) that leads into my very big and fenced-in back yard. She has the fun "zoomies" taking long and fast lap runs around the yard.... When she is tired out from running around, she curls up right next to me and sleeps very soundly while I pet her. She is a true gem."



Field Services found **Honey Bunny** wandering around a Wenatchee neighborhood, vulnerable and lost. She's living her best life now in her new safe and secure home.



**Taz** was 9 years old when he came to the shelter as an owner surrender. A sweet gentleman, he desperately needed dental surgery. Our partner, Animal Hospital of Wenatchee, donated the surgery to help Taz find his loving forever home, which he did!



**Corduroy** arrived as a stray with multiple injuries, including a broken jaw, dislocated hip, cleft palate and nerve damage to his face. Five surgeries, three days of intensive care, and lots of TLC later and Corduroy was a happy, healthy cat who found a loving home.

# Foster Program

Some of the kittens fostered  
by Janet and Mark:

**Demetri & Dominica**

**Franklin**

**Marshmallow & Sprinkles**

**Jenny & Forrest Gump**

**Marley**

**Wednesday**

**Ben & Jerry**

**Donny & Marie**

**Abby, Benito, Fiona & Elsa**

**Salsa, Licorice, & Romano**

**Clement & Damara**

**Jasper, Crystal, Opal &  
Agate**

**Cora, Beatrice & Asher**

Janet and Mark Woodworth are dedicated kitten foster parents for WVHS. They began fostering “bottle babies,” unweaned kittens who would perish quickly without intervention, in 2021.

“We do what the momma cat would do,” Janet explained. “Keep them warm, fed and clean. It’s very rewarding.”

Janet and Mark created a special room in their home for foster kittens, with snuggle blankets, stuffed toys, and fake fur that prompts the kittens to snuggle.

They also socialize the kittens and get them used to being handled, increasing their chances of getting adopted.

Fostering is an essential aspect of WVHS's community-centered approach. When the number of newborn kittens brought to the shelter rises in the spring with the onset of seasonal breeding, foster parents provide life-saving round-the-clock care for unweaned kittens.

When pets arrive at the shelter injured or sick, we place them with a foster after treatment to recuperate and heal.

For pets that have been at the shelter for an extended time, a break in a foster home reduces stress so much that cortisol levels remain lowered for some time after the pet has returned to the shelter.



672

cats & dogs  
fostered in  
2023



60

foster homes

# Volunteer Program



Volunteers are essential members of the Wenatchee Valley Humane Society team. Volunteers help us meet our mission every day by working alongside staff to provide crucial care for pets in the shelter. From animal care to tackling the mountains of laundry to helping with adoptions, without the dedication of volunteers, we would not be able to accomplish the work we do.

**193**

volunteers



**2,622**

hours of care  
for cats

**7,331**

hours



**3,236**

hours of care  
for dogs

**\$233,125**

value



**628**

hours at the  
vet clinic

# Field Services



1,695

total intake,  
including  
strays, owner  
surrenders  
and seizures



645

stray pets  
returned to  
owners by  
Field Officers



580

cruelty and  
neglect cases

## A Rescue Story: Protecting animals from neglect and cruelty



Last March, Wenatchee Valley Humane Society Field Officers responded to a complaint about dog noise. When they arrived at the location, they found 42 dogs trapped in unsanitary and inhumane conditions. The dogs were seized and brought to the shelter.

After they received medical care and were cleaned up, the dogs were placed in foster homes to heal. Today, 41 of these little survivors live happy and healthy lives with loving families.



**Sargent fell into an icy pool in the middle of winter. Luckily, a neighbor called, and WVHS Humane Officer Ryan Boner was able to rescue Sargent from the icy pool.**



# Veterinary Care

A dedicated team of relief vets, local DVMs and LVTs, and WVHS veterinary staff provided expert care for **2,040** animals in 2023.

**218**

Community Cat TNR

**1,744**

spay/neuter  
procedures

**68**


special surgeries, including  
amputations, enucleations



# Louie & Doug

Louie was only 6 weeks old when he arrived at the shelter with a severely broken leg. His leg was so badly damaged that it had to be amputated. After surgery in the WVHS Veterinary Clinic, Louis recovered in a foster home. He was adopted into a wonderful family and is now the cat's meow.

Doug arrived as a stray with a severe form of non-contagious mange and a bacterial infection. He was immediately given an exam, vaccination, pain control, and a medical evaluation. Our dedicated partners at Animal Hospital of Wenatchee provided a treatment plan. Now, Doug is devastatingly handsome and living the best life with his new family.



Jimmy Dean was a little nervous when he arrived at the shelter. The behavior team worked with him to learn some life skills, like being brave when he was feeling overwhelmed. The training helped Jimmy Dean find a wonderful forever home.

# Dogs in Need of Support (DINOS) Behavior Treatment Program

When dogs arrive at the shelter, WVHS staff are trained to assess their physical, mental, and emotional health. Using nationally recognized standards, WVHS implements individualized care plans for each dog to ensure they receive the appropriate care.

Dogs experiencing fear are enrolled in our **Heroic Hounds** program to meet their underlying emotional needs.

A pup who would benefit from better manners to be able to get along in the world joins the **Polished Pup** program.

Dogs in need of increased enrichment are supported in our **Clever Canine** program and dogs who have **BIG Feelings** on leash or about their things or new people are enrolled in a treatment plan to help them learn to relax.

## I'm a Heroic Hound!

I am learning to be brave.

Please support me by:

- Tossing treats to me.
- Allowing me to come to you.
- Respecting my choices.
- Staff and volunteers: Please use S.U.C.C.E.S.S.



The Heroic Hound Program helps fearful dogs build confidence. These dogs require a patient adopter and positive reinforcement training to be successful.

## I'm a Polished Pup!

I am learning life skills.

Please support me by:

- Clicking and treating me for calm behavior.
- Playing find it and reinforcing good choices.
- Staff and volunteers: Please use S.U.C.C.E.S.S. and management tools.

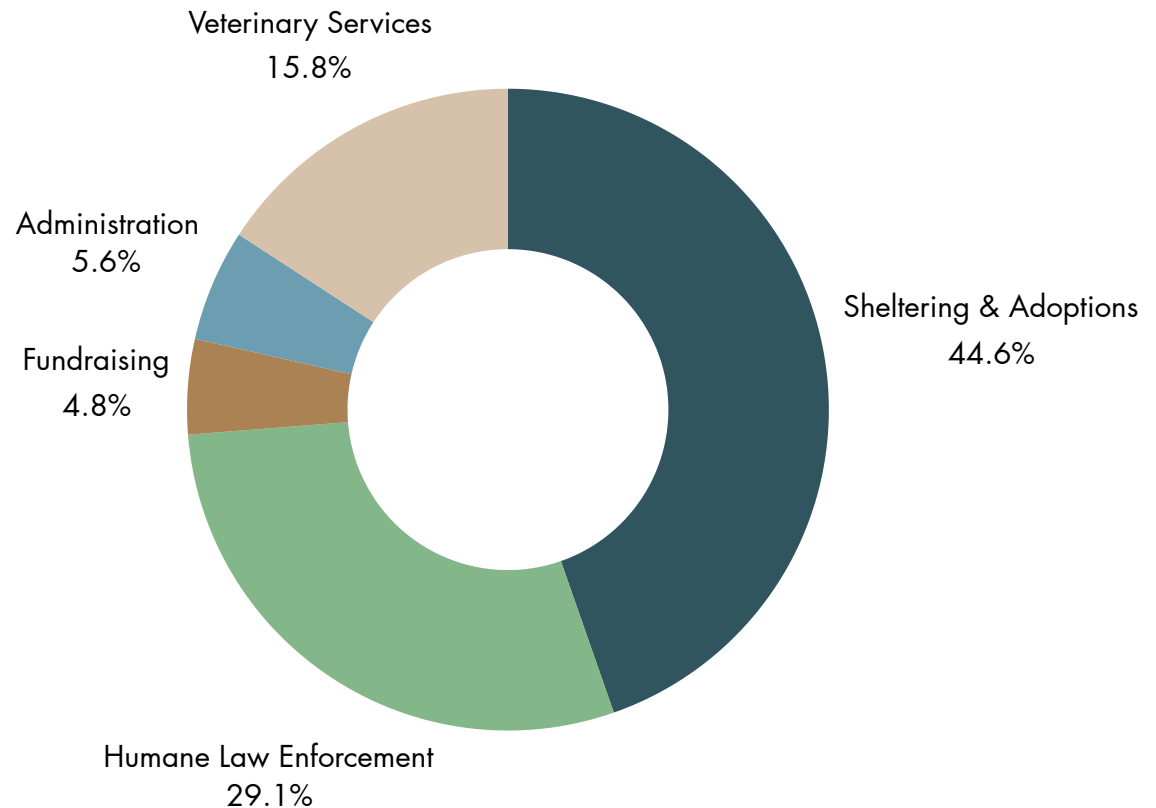


The Polished Pup Program helps build polite manners. These dogs require a patient adopter and positive reinforcement training to be successful.

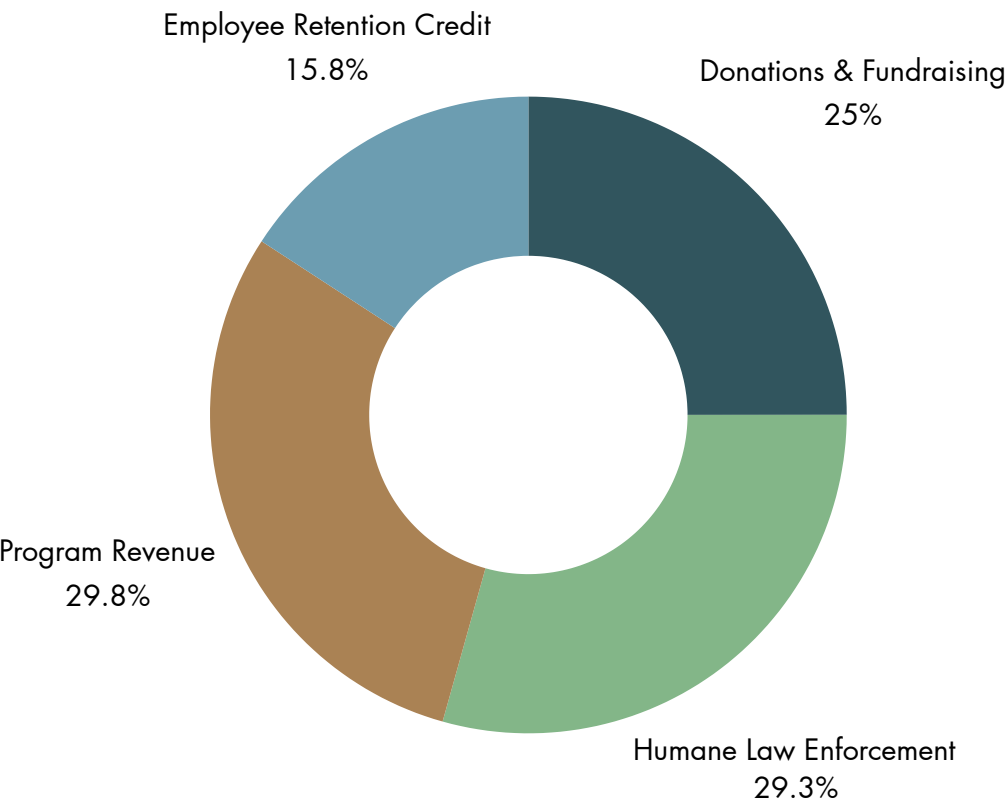
# Financials

## Expenses 2023\*

Sheltering & Adoptions	\$ 1,451,184
Humane Law Enforcement	\$ 945,933
Fundraising	\$ 155,638
Administration	\$ 183,202
Veterinary Services	\$ 514,215
	\$ 3,250,174



# Revenue 2023\*



Donations & Fundraising	\$ 658,938
Humane Law Enforcement	\$ 773,774
Program Revenue	\$ 786,814
Employee Retention Credit	\$ 416,954
	\$ 2,636,480

Net Assets as of 12/31/2022	\$7,210,704
Change in Net Assets 2023	\$616,450
Net Assets as of 12/31/2023	\$6,594,254

\*Data presented is unaudited at of time of publication.

WENATCHEE VALLEY  
**HUMANE**  
society



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**PO Box 55,  
Wenatchee, WA 98807**

**(509) 662-9577**

**Want to help?**

**Contact**

**[development@wenatcheehumane.org](mailto:development@wenatcheehumane.org)**

## **DRAFT**

### **TENTATIVE ADVANCED AGENDA WORKSHEET For Planning Discussion Purposes Only as of June 20, 2024**

Please note this is a work in progress; items are tentative and subject to change.

#### **July 2, 2024 Workshop – NO WORKSHOP**

#### **July 09, 2024 City Council**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll
3. Special Presentations
  - a. Parks and Recreation Professional Day Proclamation – July 19, 2024
4. Public Hearings
  - a.
5. Motion Considerations
  - a.
6. Administrative Reports
  - a. Affordable Housing ARPA Funds (Mayor)
  - b. Jim Burberry Consulting Services Agreement (Youngren)
7. Informational Items
  - a. Tentative Advanced Agenda
  - b. Council Committee Reports (Various Councilmembers)

#### **July 09, 2024 Airport Board**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll

#### **July 23, 2024 City Council**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll
3. Special Presentations
  - a.
4. Public Hearings
  - a.
5. Motion Considerations
  - a. CVHT MOU Amendment – Tentative (Mayor)
6. Administrative Reports
  - a.
7. Informational Items
  - a. Tentative Advanced Agenda
  - b. Council Committee Reports (Various Councilmembers)

#### **July 23, 2024 Airport Board**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll

### **July 23, 2024 TBD Meeting**

1. Minutes
  - a. April 23, 2024
  - b. May 14, 2024 – Special Meeting
- 2.

### **August 6, 2024 Workshop**

1. FCS Group Water and Sewer Rate and Fee Study Update (Youngren)
2. PROS Plan discussion (Horne)

### **August 13, 2024 City Council**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll
3. Special Presentations
  - a.
4. Public Hearings
  - a.
5. Motion Considerations
  - a. Chelan County Sheriff's Office Marine 2 Patrol Vessel Funding Request (Farris)
6. Administrative Reports
  - a. Budget Calendar Acceptance (Tupling)
7. Informational Items
  - a. Tentative Advanced Agenda
  - b. Council Committee Reports (Various Councilmembers)

### **August 13, 2024 Airport Board**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll

### **August 27, 2024 City Council**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll
3. Special Presentations
  - a.
4. Public Hearings
  - a.
5. Motion Considerations
  - a.
6. Administrative Reports
  - a.
7. Informational Items
  - a. Tentative Advanced Agenda
  - b. Council Committee Reports (Various Councilmembers)

### **August 27, 2024 Airport Board**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll

### **September 3, 2024 Workshop**

1. ClearGov Tutorial (Tupling)

### **September 10, 2024 City Council**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll
3. Special Presentations
  - a.
4. Public Hearings
  - a.
5. Motion Considerations
  - a.
6. Administrative Reports
  - a.
7. Informational Items
  - a. Tentative Advanced Agenda
  - b. Council Committee Reports (Various Councilmembers)

### **September 10, 2024 Airport Board**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll

### **September 24, 2024 City Council**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll
3. Special Presentations
  - a.
4. Public Hearings
  - a.
5. Motion Considerations
  - a.
6. Administrative Reports
  - a.
7. Informational Items
  - a. Tentative Advanced Agenda
  - b. Council Committee Reports (Various Councilmembers)

### **September 24, 2024 Airport Board**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll

### **October 1, 2024 Workshop**

1. ClearGov Tutorial (Tupling)

### **October 8, 2024 City Council**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll
3. Special Presentations
  - a.
4. Public Hearings
  - a.
5. Motion Considerations
  - a.
6. Administrative Reports
  - a.
7. Informational Items
  - a. Tentative Advanced Agenda
  - b. Council Committee Reports (Various Councilmembers)

### **October 8, 2024 Airport Board**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll

### **October 22, 2024 City Council**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll
3. Special Presentations
  - a.
4. Public Hearings
  - a.
5. Motion Considerations
  - a.
6. Administrative Reports
  - a.
7. Informational Items
  - a. Tentative Advanced Agenda
  - b. Council Committee Reports (Various Councilmembers)

**October 22, 2024 Airport Board**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll

**October 22, 2024 TBD Meeting**

1. Minutes
- 2.

**Upcoming Topics:**

1. GMP Consulting LLC Consulting Services Agreement for Recruitment of an Assistant Parks and Recreation Director (Horne)
2. January 2025
  - a. Fuel RFQ – Lake Chelan Airport (Farris)
  - b. Amendment STIP (Youngren)

**LAKE CHELAN AIRPORT BOARD**  
**AGENDA**  
**June 25, 2024**

1. CALL TO ORDER
2. AGENDA CHANGES
3. MINUTES
  - A. Approve June 11, 2024 Minutes of the Airport Board Meeting (Secretary Gallucci) 2 - 3  
[June 11, 2024 Minutes](#)  
*Suggested Motion: I move to approve the Minutes.*
4. CONSENT AGENDA
  - A. Approve June 25, 2024 Accounts Payable Checks and EFT's & Payroll Checks and EFT's (Boardmember Chitty)  
*Suggested Motion: I move to approve the Consent Agenda.*
5. PUBLIC HEARINGS
  - A. None
6. MOTION CONSIDERATIONS
  - A. None
7. ADMINISTRATIVE REPORTS
  - A. None
8. AIRPORT MANAGER COMMENTS
9. MOTION TO ADJOURN
  - A. Final Comments/Motion to Adjourn (President McCardle)  
*Suggested Motion: I move to adjourn.*
10. ADJOURNMENT

## Airport Board Meeting - June 11, 2024

### **BOARDMEMBERS AND ADMINISTRATIVE PERSONNEL PRESENT**

**President:**

Erin McCardle

**Boardmembers:**

Brad Chitty

Shari Dietrich

Mark Ericks

Bob Goedde

Jon Higgins

Tim Hollingsworth

Terry Sanders

**Staff Present:**

Attorney Quentin Batjer

Manager Wade Farris

Secretary Peri Gallucci

Treasurer Jackie Tupling

1. CALL TO ORDER

A. The meeting was called to order at 7:15 p.m.

2. AGENDA CHANGES

A. None.

3. MINUTES

A. May 28, 2024 Minutes of the Airport Board Meeting

**Motion to approve the Minutes.**

Moved by Boardmember Ericks, seconded by Boardmember Hollingsworth.

***Motion passed unanimously.***

4. CONSENT AGENDA

A. June 11, 2024 Accounts Payable Checks 41077 - 41081 and EFT's totaling \$1,603.15 & Payroll Check No. 30320 and EFT's totaling \$4,084.42.

**Motion to approve the Consent Agenda.**

Moved by Boardmember Ericks, seconded by Boardmember Hollingsworth.

***Motion passed unanimously.***

5. PUBLIC HEARINGS

A. None.

6. MOTION CONSIDERATIONS

A. None.

7. ADMINISTRATIVE REPORTS

A. None.

8. AIRPORT MANAGER COMMENTS

A. Airport Manager Farris

- Stated the Department of Natural Resources is staging at the airport for the Pioneer Fire, which is now considered a Type 2 incident.
- Acknowledged the Chelan Douglas County Port Authority for their assistance with the underground storage tank system.

9. MOTION TO ADJOURN

A. Final Comments/Motion to Adjourn

**Motion to adjourn.**

Moved by Boardmember Ericks, seconded by Boardmember Hollingsworth.

***Motion passed unanimously.***

10. ADJOURNMENT

The meeting was adjourned at 7:18  
p.m.

Date Approved:

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Peri Gallucci  
Airport Board Secretary

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Erin McCardle  
Airport Board President