



**City and Borough of Wrangell  
Borough Assembly Meeting  
AGENDA**

**Tuesday, September 26, 2017  
7:00 p.m.**

**Location: Assembly Chambers, City Hall**

**1. CALL TO ORDER**

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Patty Gilbert
- b. INVOCATION to be given by Don McConachie
- c. CEREMONIAL MATTERS – *Community Presentations, Proclamations, Certificates of Service, Guest Introduction*
  - i. Presentation by Brian Lynch regarding Agenda Item 13a, B.C. Transboundary Mining Issue

**2. ROLL CALL**

**3. AMENDMENTS TO THE AGENDA**

**4. CONFLICT OF INTEREST**

**5. CONSENT AGENDA**

- a. Item (\*) 6a & 7a

**6. APPROVAL OF MINUTES**

- a. Borough Assembly Minutes: Public Hearing and Regular Assembly meetings held September 12, 2017

**7. COMMUNICATIONS**

- a. Critical Access Hospital Year in Review – Provided by Wrangell Medical Center

**8. BOROUGH MANAGER'S REPORT**

**Water Update (report)**

**9. BOROUGH CLERK'S FILE**

**10. MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS**

- a. Reports by Assembly Members
- b. City Boards and Committees Appointments

**11. PERSONS TO BE HEARD**

**12. UNFINISHED BUSINESS - None**

**13. NEW BUSINESS**

- a. **PROPOSED RESOLUTION No. 09-17-1378: A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, SUPPORTING ENFORCEMENT OF**

THE BOUNDARY WATERS TREATY IN THE SOUTHEAST ALASKA/NORTHWEST  
BRITISH COLUMBIA TRANSBOUNDARY REGION

- b. **PROPOSED RESOLUTION No. 09-17-1379:** A RESOLUTION OF THE BOROUGH ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, SUPPORTING THE UNITED STATES SENATE BILL 1323, YOUNG FISHERMEN'S DEVELOPMENT ACT
  - c. Approval of a Professional Services Agreement with Shannon & Wilson, Inc. for a Groundwater Desktop study
  - d. **PROPOSED RESOLUTION No. 09-17-1380:** A RESOLUTION OF THE BOROUGH ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2018 CITY BUDGET BY TRANSFERRING \$8,055 FROM THE WATER DEPARTMENT'S WATER RESERVES, TO THE WATER DEPARTMENT'S CAPITAL IMPROVEMENT EXPENDITURES, FOR A GROUNDWATER DESKTOP STUDY
  - e. Request for Land by the Wrangell Medical Center for Residential Construction
  - f. Approval for the Wrangell Medical Center to Purchase or Lease to Own an Endoscopy machine
  - g. Discussion Item: Nuisance Abatement (WMC Section 9.08)
- 14. ATTORNEY'S FILE** – Available for the Borough Assembly to view in the Clerk's office
- 15. EXECUTIVE SESSION** - None
- 16. ADJOURNMENT**

# Agenda Items 1 - 6

## CITY & BOROUGH OF WRANGELL

### BOROUGH ASSEMBLY AGENDA ITEM September 26, 2017

#### **ITEM NO. 1 CALL TO ORDER:**

**INFORMATION:** *The Mayor, by code, is required to call the meeting to order at 7:00 p.m. in the Borough Assembly Chambers. Special meetings or continued meetings may be called for at differing times but at the same location. Notice of such will be required by the Borough Clerk. The Mayor will call the meeting to order according to such special or continued meeting notice. At all meetings of the assembly, four assembly members or three members and the mayor shall constitute a quorum for the transaction of business, but a smaller number less than a quorum may adjourn a meeting to a later date.*

#### **RECOMMENDED ACTION:**

The Mayor, as presiding officer, is to call the meeting of the Borough Assembly to order, with the following actions to follow:

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Patty Gilbert
- b. INVOCATION to be given by Don McConachie
- c. CEREMONIAL MATTERS – *Community Presentations, Proclamations, Certificates of Service, Guest Introduction*
  - i. Presentation by Brian Lynch regarding Agenda Item 13a, B.C. Transboundary Mining Issue

#### **ITEM NO. 2 ROLL CALL - BOROUGH CLERK:**

**INFORMATION:** *The Borough Clerk shall conduct a roll call of each elected and duly qualified Assembly Member. Such call shall result in an entry of those present or absent from the meeting. The roll call is primarily utilized in determining if sufficient member(s) are present to conduct a meeting. The Borough Clerk may randomly change the conduct of the roll to be fair to the members of the governing body unless the council determined an adopted procedure for roll call which is different than currently in use.*

#### **RECOMMENDED ACTION:**

Borough Clerk to conduct a roll call by voice vote. Each member to signify by saying here, present (or equal) to give evidence of attendance.

#### **ITEM NO. 3 AMENDMENTS TO THE AGENDA:**

**INFORMATION:** *The assembly may amend the agenda at the beginning of its meeting. The outline of the agenda shall be as from time to time prescribed and amended by resolution of the assembly. (WMC 3.04.100)*

**RECOMMENDED ACTION:**

The Mayor should request of the members if there are any amendments to the posted agenda. **THE MAYOR MAY RULE ON ANY REQUEST OR THE ASSEMBLY MEMBERS MAY VOTE ON EACH AMENDMENT.**

**ITEM NO. 4 CONFLICT OF INTEREST:**

**INFORMATION:** *The purpose of this agenda item is to set reasonable standards of conduct for elected and appointed public officials and for city employees, so that the public may be assured that its trust in such persons is well placed and that the officials and employees themselves are aware of the high standards of conduct demanded of persons in like office and position.*

*An elected city official may not participate in any official action in which he/she or a member of his/her household has a substantial financial interest.*

**ITEM NO. 5 CONSENT AGENDA:**

**INFORMATION:** *Items listed on the Consent Agenda or marked with an asterisk (\*) are considered part of the Consent Agenda and will be passed in one motion unless the item has been removed by an Assembly Member or the Mayor and placed on the regular agenda under Unfinished Business.*

**RECOMMENDED ACTION:**

**Move to approve those Agenda items listed under the Consent Agenda and those marked with an asterisk (\*) Item:**

***\*6a and 7a***

**ITEM NO. 6 APPROVAL OF MINUTES:**

**INFORMATION:**

**\*6a Borough Assembly Minutes: PH & Regular meeting of September 12, 2017**

**Minutes of the Public Hearing  
Held September 12, 2017**

Mayor David L. Jack called the Public Hearing to order at 6:30 p.m., September 12, 2017, in the Borough Assembly Chambers. Assembly Members Mitchell, Rooney, Prysunka, Gilbert, and Decker were present. Assembly Member Powell was absent. Borough Manager Von Bargen and Clerk Kim Lane were also in attendance.

**Public Hearing Item:**

Accepting alternative proposals for funding consideration, and seeking citizen views and community comments on proposed projects for funding under the Community Development Block Grant (CDBG) program

**WRITTEN TESTIMONY**

There was no written testimony.

**ORAL TESTIMONY**

*Carol Rushmore, Economic Development Director* explained that the Community Development Block Grant (CDBG) was an annual program that the State does; funded through the Housing Urban Development (HUD); 2.4 million available this year.

Rushmore stated the Community must be 51% Low Moderate Income (LMI) in order to be eligible for the grant. There are set guidelines that the Federal Government provides to establish if the particular household is LMI.

Rushmore stated that Wrangell was not eligible beginning in 2015. The City undertook a survey of the community in February, March and April of 2017 and followed all of the rules that were established by the State. Through the surveying, it was determined that Wrangell was almost 53% LMI, which made us now eligible.

Rushmore said that the program has a very specific process that must be followed. Rushmore stated that there were other requirements and those requirements were:

- This Public Hearing is required, and
- Soliciting Community Input, and
- Providing the Assembly and the community with the types of projects that are eligible, and

Rushmore stated that there was application and handbook information in the Assembly's packets.

Rushmore summarized that there were three national objectives for the preferred types of projects.

1. Those that benefited those of low to moderate income, i.e. seniors, disadvantaged, or disabled.
2. Prevent slums or blights.

3. Meet urgent community development needs which pose serious and immediate threat to health and safety.

Rushmore stated that in the packet, there were lists of what could be applied for such as community development, planning, special economic development; not eligible for engineering design projects.

Rushmore stated that there would be a twenty-five percent match; \$850,000.00 is the maximum amount that could be applied for.

Rushmore stated that during the Wrangell Institute Master plan process, the Consultants did a housing analysis and found that Wrangell had almost zero percent vacancy; largest square footage of houses; oldest houses; low rent; but the largest energy costs. Tribe also did an analysis and is working on a plan to become more energy efficient.

Rushmore stated that Staff had put together a list of projects that could be eligible under this project.

1. Fire Truck
2. Water Treatment Facility Construction
3. Shoemaker Bay Harbor Construction
4. Mill Property Acquisition
5. Pool Roof Replacement and facility improvements

Prysunka asked that with the Fire Department writing a grant for a new fire truck with FEMA, if we submitted the fire truck as an option for the CDBG Grant, would that put the FEMA grant opportunity in jeopardy. Rushmore stated that the City would need to submit an intent to apply by early October; she didn't know that the Fire Departments timeline was; would be up to the Assembly on what project was selected.

Rushmore stated that Staff would be setting up another Public Hearing meeting to seek input from the community; Assembly would then they would be asked to make a decision on what project to apply for at the Regular meeting that would follow the Public Hearing meeting.

Gilbert asked how long the LMI time period would be in effect. Rushmore replied that it would be in effect until the 2020 Census; technically, we could apply for this grant annually; cannot apply for the next years grant until the previous grant was seventy-five percent complete though.

Von Bargaen clarified for the Assembly that only one project could be applied for at one time.

Rushmore stated that because only 2.4 million was available, they would most likely be looking at other criteria such as if the community has the money for the match.

Prysunka asked Rushmore to check into if a fire truck could be used; cost for a used truck, could be \$200,000.00 vs. a new truck could be \$600,000.00

In response to Rooney, Rushmore stated that we could use this money for the Shoemaker Bay project along with the Harbor Grant money that we have already received. Rushmore stated that it might help us in the way that we might not have to bond as much money.

In response to Von Bargaen, Rushmore stated that she believed that we would be required to spend down the CDBG Grant money concurrently with the match money; cannot spend the grant money first to reach the seventy-five percent completion goal.

In response to Decker, Rushmore stated that we could submit a letter of intent to apply for a project but then if we chose to choose a different project before the December deadline, we could do that.

In response to Rooney, she believed that the fire truck might be the way to go because the acquisition could happen before the next years applications were due.

**There were no comments from the public.**

Public Hearing Meeting adjourned at 6:46 p.m.

\_\_\_\_\_  
David L. Jack, Mayor

ATTEST: \_\_\_\_\_  
Kim Lane, MMC, Borough Clerk

**Minutes of Regular Assembly Meeting  
Held on September 12, 2017**

Mayor David L. Jack called the Regular Assembly meeting to order at 7:00 p.m., September 12, 2017, in the Borough Assembly Chambers. Assembly Members Rooney, Decker, Gilbert, Prysunka, and Mitchell were present. Assembly Member Powell was absent. Borough Manager Von Barga and Clerk Kim Lane were also in attendance.

The Pledge of Allegiance was led by Assembly Member Julie Decker.

The Invocation was given by Kay Larson of the Baha'i Faith.

Mayor Jack presented a Proclamation to Kay Larson, in support of Choose Respect. Mayor Jack presented a Certificate of Service for Barbara Conine for her service on the Hospital Board.

**AMENDMENTS TO THE AGENDA**

Mayor Jack stated that he would like to amend the Agenda to add an item of discussion regarding "faith based" Proclamations under New Business, 13a and move all other New Business down on the Agenda. There were no objections from the Assembly.

***M/S: Gilbert/Prysunka, to postpone Item 13j until the September 26, 2017 Regular Assembly Meeting. Motion approved unanimously by polled vote.***

**CONFLICT OF INTEREST** – None

**CONSENT AGENDA**

***M/S: Prysunka/Rooney, to approve Consent Agenda Items marked with an (\*) asterisk; Items 6a and 7a through 7h. Motion approved unanimously by polled vote.***

**APPROVAL OF MINUTES**

The Minutes of the Public Hearing and Regular Assembly meetings held August 22, 2017 were approved as presented.

**COMMUNICATIONS**

- a. Minutes: Wrangell Medical Center Regular Board meeting held July 19, 2017
- b. Board Action: Wrangell Public School Board Regular meeting held August 21, 2017
- c. POA 1999-377 (Burnett Inlet) – SSRAA Application, to construct a floating breakwater
- d. Letter from Senator Dan Sullivan regarding the Affordable Care Act (ACA)
- e. Minutes: Parks & Recreation Advisory Board meetings held: February 16, 2017; March 1, 2017; April 5, 2017
- f. Wrangell Island Project Draft Record of Decision – CBW Comments 8-28-2017
- g. Department of Corrections Community Jail Contract Letter August 24, 2017
- h. Letter of Community Interest Regional & Community Jails FY2018

**BOROUGH MANAGER'S REPORT**

Manager Von Barga's report was provided.



Von Bargen brought to the attention of the Assembly, the request from the Finance Department's Director to start closing City Hall at 4:00 p.m.; stated that this would be a temporary solution until the vacancy left by Ms. Klinke was filled. By a show of at least four hands, the Assembly approved the modification to the City Hall hours until the vacant position in the Finance Department was filled.

#### **BOROUGH CLERK'S FILE**

Clerk Lane's report was provided.

#### **MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS**

##### **10a** Reports by Assembly Members

Decker stated that she was in support of the introduction of the Young Fisherman's Development Act campaign to create a national program around workforce development for training for young fisherman; would take two million dollars from Federal Fishery fines and put that money into the workforce development training. Decker stated that she had asked Staff to put this on a future Agenda to potentially support it.

Prysunka stated that he was concerned with statements that had been made at the last Assembly meeting, that the Borough Assembly was not recognizing a Federally recognized tribe in the selection of the monofill site; the Assembly didn't know where that site was going to be; cannot speak for Borough Staff, but the Borough Assembly didn't know; if people feel in the dark, they have every right to be upset about that.

Jack stated that he wanted to offer an apology to Jamie Roberts; at the last meeting, Jack stated that he had called Powell out of order and he was not calling her out of order.

##### **10b** Inter-Island Ferry Authority Representative Appointment – June 30, 2021

At the request of Gilbert, Mayor Jack appointed her to fill this vacancy. There were no objections from the Assembly.

##### **10c** Wrangell Medical Center Board Appointment – October 2017

There were no letters received for this vacancy. Jack stated that since this seat was up in October, there was no reason to continue advertising for it.

##### **10d** Planning & Zoning Board Appointment – October 2019

As there were no letters of interest received for this appointment, Jack directed Clerk Lane to continue advertising.

#### **PERSONS TO BE HEARD**

**Mary Campbell, 224 Reid Street #1**, stated that she wanted to speak about Senator Sullivan's letter regarding the Affordable Healthcare Act, but she hadn't read it yet, so she would not comment.

**Steve Prysunka** stepped down from the dais and read a letter to the Assembly and the public as a citizen of Wrangell. Prysunka's letter addressed many concerns involving the International Brotherhood of Electrical Workers (IBEW), Local 1547 Union tactics.

**Jamie Roberts, 11.2 Zimovia Hwy.**, accepted Mayor Jack's apology and stated that when she had spoken at the last Assembly meeting on the proposed monofill dumpsite, she was not

criticizing the Assembly; she was stating that she believed that DEC didn't follow the correct process and that they didn't involve the public, including the Assembly.

**UNFINISHED BUSINESS** - None

**NEW BUSINESS**

**13a** Discussion on Faith Based Proclamations (*Added to the Agenda under Amendments to the Agenda by Mayor Jack*)

Jack explained that there was a Proclamation that was brought to City Hall from a local religious organization about the founder of the organization, for his signature; his feeling that it's not an appropriate thing to do; realized that it was not endorsing the religion but recognizing the founder of the organization; biggest problem Jack saw was that if any other organization came forward with a Proclamation, if we do it for this one, we would have to do for them too.

Prysunka asked if we had a history of religious Proclamations or if we had something in our Charter that addressed this.

Clerk Lane stated that we did not.

Gilbert recommended that the Assembly look at establishing guidelines for Proclamations.

Lane stated that the Attorney had said that if the Assembly decided to allow these types of Proclamations, he said that the Assembly should adopt an Ordinance that stated that. Lane agreed with Gilbert's suggestion on establish guidelines.

**Kay Larson, Baha'i Faith**, stated that she was confused as to why the Assembly would not approve the Proclamation; she stated that she had no hurt feelings on the discussion; suggested amendments to the proposed Proclamation; said that the Baha'i would celebrate, no matter what the Assembly chose. Ms. Larson stated that it was interesting to her that at some time, the Assembly decided to allow faith based people and organizations to come and give the invocation.

Jack stated that he would not sign a Proclamation that singled out any one religion.

**13b** PROPOSED RESOLUTION No. 09-17-1375: A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE JOB DESCRIPTION FOR THE ACCOUNTING GENERALIST AND PROVIDING FOR AN EFFECTIVE DATE

**M/S: Prysunka/Mitchell, moved to adopt Resolution No. 09-17-1375 that amends the Accounting Generalist Job Description. Motion approved unanimously by polled vote.**

**13c** PROPOSED RESOLUTION No. 09-17-1376: A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA TO REMOVE THE ACCOUNTING TECHNICIAN FROM THE NON-UNION WAGE AND GRADE TABLE AND ADD THE ACCOUNTING GENERALIST POSITION, AND PROVIDING FOR AN EFFECTIVE DATE

***M/S: Decker/Gilbert, moved to adopt Resolution No. 09-17-1376 that modifies the non-union Wage & Grade Table by changing the job title of Accounting Technician to Accounting Generalist. Motion approved unanimously by polled vote.***

**13d** PROPOSED RESOLUTION No. 09-17-1377: A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, DESIGNATING CANVASS BOARD DUTIES TO THREE ASSEMBLY MEMBERS FOR CANVASSING THE RESULTS OF THE REGULAR ELECTION TO BE HELD OCTOBER 3, 2017

***M/S: Prysunka/Decker, moved to approve Resolution No. 09-17-1377, designating three members of the Assembly to Canvass the results of the October 3, 2017 Municipal Election.t. Motion approved unanimously by polled vote.***

**13e** Approval to dispose of City Surplus Property

***M/S: Rooney/Mitchell, moved to approve the disposition of surplus property in conformance with Wrangell Municipal Code Section 5.10.060.***

Von Barga requested that the four-wheeler that was on the list to be surplus from the Public Works department be removed from the list because the Parks & Recreation department wants it. There were no objections from the Assembly to remove that item from the surplus list.

***Motion approved unanimously by polled vote.***

**13f** Approval to hold a Special Assembly Meeting on Monday, October 9, 2017 at 12:00 p.m. (noon) to Certify the results of the Regular Borough Election

***M/S: Rooney/Prysunka, moved to approve holding a Special Assembly meeting on Monday, October 9, 2017 at 12:00 p.m. (noon) to certify the election results of the Regular Borough Election to be held on October 3, 2017.***

***M/S: Gilbert/Rooney, moved to amend the motion to change 12:00 p.m. to 12:30 p.m.***

***Amendment approved unanimously by polled vote.***

***Main motion, as amended approved unanimously by polled vote.***

**13g** Approval of Letter to ADEC, regarding the Wrangell Junk Yard Clean-Up, Phase II

***M/S: Prysunka/Gilbert, moved to approve the letter to be sent to Alaska Department of Environmental Conservation, regarding the Wrangell Junk Yard Clean-Up project, Phase II.***  
At the request of Rooney, Von Barga gave a summary of the letter that was being considered. Von Barga stated that there were clear information that the community has is the borough and/or members of the community were to look for funding or another disposal site.

**13h** Approval of Parks & Recreation Department Volunteer Policies & Procedures

***M/S: Mitchell/Gilbert, moved to adopt the Volunteer Program Policies and Procedures, as approved by the Parks & Recreation Advisory Board and Director.***

Von Bargaen recognized Kate Thomas, Parks & Recreation Director for her time on the policy.

***Motion approved unanimously by polled vote.***

**13i** Discussion of the proposed projects for funding under the Community Development Block Grants (CDBG) program

Decker reiterated that Carol Rushmore had outlined the program during the Public Hearing that was held before the meeting; given the discussion at the goal setting meeting held for the Borough Manager, Decker stated that she was focusing on the Water Treatment Plant. Decker said that since there could be some timing issues, the assembly should come up with a second option as well.

Prysunka stated that the assembly should perhaps have a list of possible projects listed.

Decker agreed that the fire truck might be easier to go after; pool roof replacement might be an option since it's in need of replacement.

Von Bargaen stated that the Pool roof and the Public Safety Building roof project is the one that had been recently rejected; there was match money set aside for that project that could potentially be used for the Pool roof project only if we were to apply for the CDBG Grant for that project.

Von Bargaen requested clarification from the Assembly: Water System first, Pool roof replacement second.

**13j** Approval of extension No. 3, to the Facility Lease Agreement for Lot 1, in the Marine Service Center for Don Sorric

***M/S: Prysunka/Mitchell, moved to approve extension No. 3 to the Facility Lease Agreement for Lot 1, Wrangell Marine Service Center with Don Sorric, to July 31, 2022.***

***Motion approved unanimously by polled vote.***

**13k** Approval of Consent to Assignment of Lease for Financing Purposes for the Marine Service Center, Yard Lot 1, leased by Don Sorric

*This item was postponed until the next Assembly meeting, under Amendments to the Agenda.*

**ATTORNEY'S FILE** – None

**EXECUTIVE SESSION** – None

Regular Assembly Meeting adjourned at 8:12 p.m.

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David L. Jack, Mayor

ATTEST: \_\_\_\_\_  
Kim Lane, MMC, Borough Clerk

# Agenda Item 7

## CITY & BOROUGH OF WRANGELL

**BOROUGH ASSEMBLY  
AGENDA ITEM  
September 26, 2017**

### **COMMUNICATIONS:**

*INFORMATION: Matters listed under the consent agenda are considered to be routine and will be enacted by one motion and one vote. If the Mayor or an Assembly Member requests discussion on an item, that item will be removed from the consent agenda and will be considered under Unfinished Business*

**A MAIL BOX IS ALSO AVAILABLE IN THE BOROUGH CLERK'S OFFICE FOR EACH MEMBER OF THE ASSEMBLY AND SHOULD BE CHECKED ON A ROUTINE SCHEDULE.**

All items appearing under Communications on the Agenda have been approved under the Consent Agenda unless removed by an Assembly Member or the Mayor and placed on the regular agenda under Unfinished Business.

- a. CAH year in Review – Provided by Wrangell Medical Center

# Critical Access Hospital Annual Program Year In Review



*To Enhance The Quality of Life For All We Serve!*

**2017**

## ***Our Mission:***

To enhance the quality of life for all we serve.

## ***Our Vision:***

Honor our heritage and be the pride of the community

By being a community driven organization;

By being an active participant in planning for the future of our community;

By being the leader in our industry and region in providing high quality care for patients;

By being ready and responsive to meet health care needs;

By being the hospital and long term care facility of choice;

By providing a beautiful, comfortable setting for our patients and our long term care residents;

By being the employer of choice;

By being financially healthy; and

By being a model of excellence in promoting wellness and restoring health.



# Purpose of Review

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This review fulfills the Federal requirement under CFR 485.641(a)(1)(iii) as outlined below:

## **Periodic Evaluation**

The CAH carries out or arranges for a periodic evaluation of its total program. The evaluation is done once a year and includes review of:

- 1) the utilization of CAH services, including at least the number of patients served and the volume of services;
- 2) a representative sample of both active and closed clinical records;
- 3) the CAH's health care policies.

## **FY 2017 Review Committee Members:**

Terri Hensen, Governing Board Representative, Robert Rang, RN, MSN, MHA, CEO, Lynn Prysunka, MD, Chief of Staff, Diana Nore, RN, Director of Clinical Services, Laura Kim, RN, LTC DNS; Cathy Gross, RHIT, Quality Director, Scott Glaze, Risk/Compliance, Mary Jo Pullman, Controller, Donald McConachie, Community Representative

## **Purpose of Review:**

- To determine if utilization of services were appropriate to meet the community needs
- To determine compliance with established policies and procedures
- Identify changes, if needed, in the program services or policies

## FY2017 STRATEGIC GOALS

Robert Rang, RN, MSN, MHA  
CEO

### Continued Improvement with Revenue Cycle and Cash Flow

Based on the progress made with the previous year's project, we continued to address opportunities to improve our revenue cycle and cash flow. During the year, we worked with consultants to review our work flow and processes; looking for opportunities to decrease the time between patient encounter and payment of services. We also completed an in-depth rebuild of our Charge master to confirm we are capturing charges for all the services provided, as well as being reimbursed at market rate. We expect continued improvements as we move forward into the new fiscal year.

### Recruitment and Retention of Staff

This goal has 3 elements:

- *Evaluate the needs of the facility, plus review current salaries:*

-All salaries are reviewed annually and compared to the state salary market. As part of the budget process for next year, salary adjustments will occur to assure we are competitive with other facilities in Southeast Alaska.

- *Expand our efforts for recruitment of permanent nursing staff:*

-Contracts continued with recruitment firms.

-We continue our advertising in several various state nursing newsletters

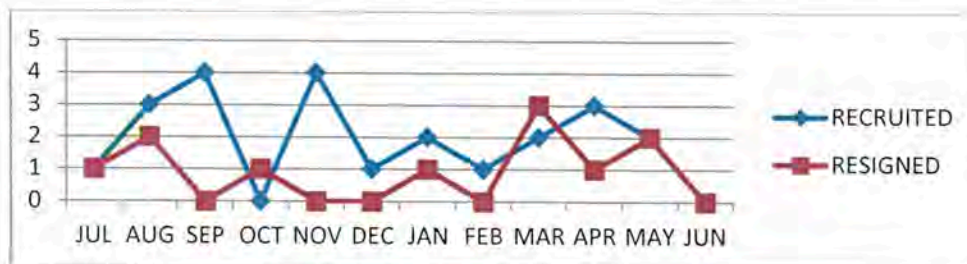
-Continued our advertising on Healthcare career websites

-We became a rural site for the Nurse Corps Student Loan Repayment Program

- *Get feedback from the team for opportunities to improve the culture of the organization:*

- In December 2016 we rolled out our follow-up employee engagement survey. A large majority of the staff participated. These results were used to reset new priorities for the leadership team.

-In September 2016, we also completed a Culture of Safety Survey. The results of this survey were much improved over the one conducted 3 years prior. These results also provided insight to the leadership team for improved processes.



### Continue to Study and Plan Next Steps in the Quest for a New Facility

- The Corps of Engineer's permit for the building site was extended until April of 2020.

- A conceptual design for the new facility was requested by an Architectural firm to provide a current cost estimate for a new facility.

- An in-depth Financial Feasibility Study was initiated to determine Wrangell Medical Center's capacity for long term debt.

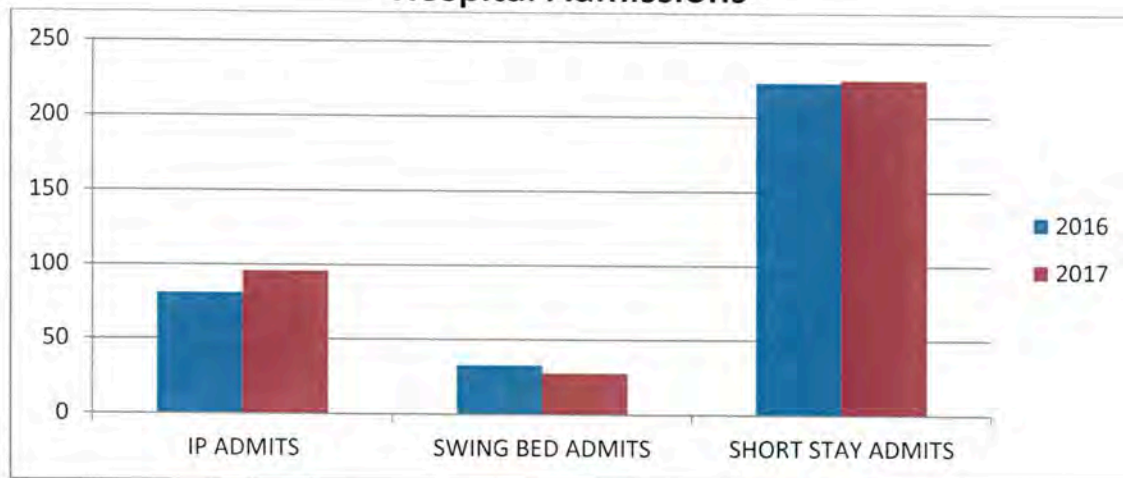
*Robert A. Rang, CEO Wrangell  
Medical Center*

# FY 2017 Utilization of Hospital Service

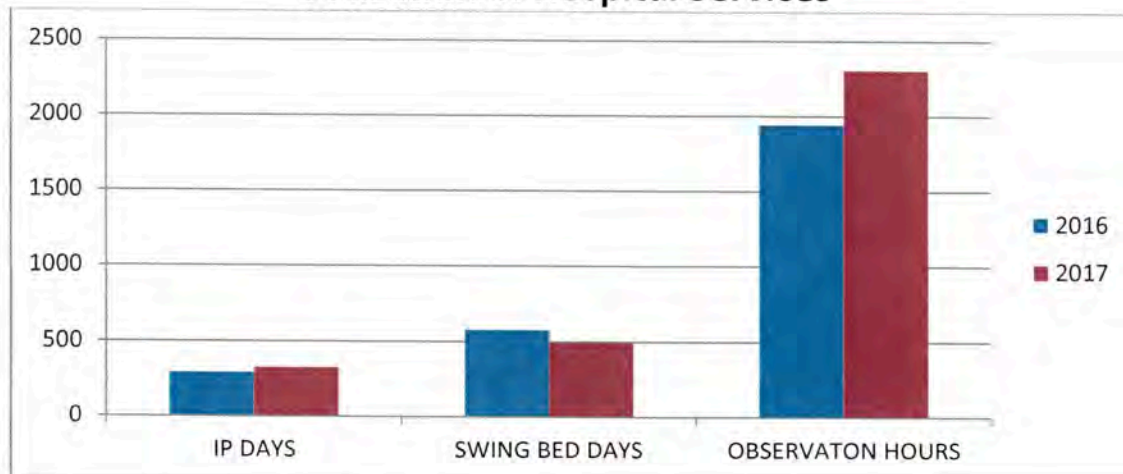
## Utilization of Hospital Services for FYE-2017

- There were 96 inpatient admissions in FY 2017 and 81 in FY 2016, showing a 15.62% increase in inpatient admissions.
- Annual average length of stay for FY 2017 was 74.58 hours, down from FY 2016 which was at 79.29 hours.
- There were 28 swing bed admissions in FY 2017 and 33 in FY 2016, showing a 15.15% decrease in swing bed admissions.
- Total Short Stay admissions for FY 2017 were 225, FY 2016 was 223, showing stability in utilization of services.
- Total patient acute days for FY 2017 was 324, FY 2016 was 291, showing a 10.19% increase in utilization of inpatient services.
- Total patient swing bed days for FY 2017 was 495, FY 2016 was 578, which shows a 14.36% decrease in utilization of swing bed services.
- Observation hours for FY 2017 were 2305 and were 1943 in FY 2016, showing a 15.7% increase in utilization of observation services. This increase in observation hours has been impacted by the Medicare 2-midnight rule.
- Stays greater than 96 hours for acute care patients were 26% of total patient admissions, which is a 7% decrease from FY2016. The annual average length of stay met regulatory requirement for CAH status.

### Hospital Admissions



### Utilization of Hospital Services





# Review of Services

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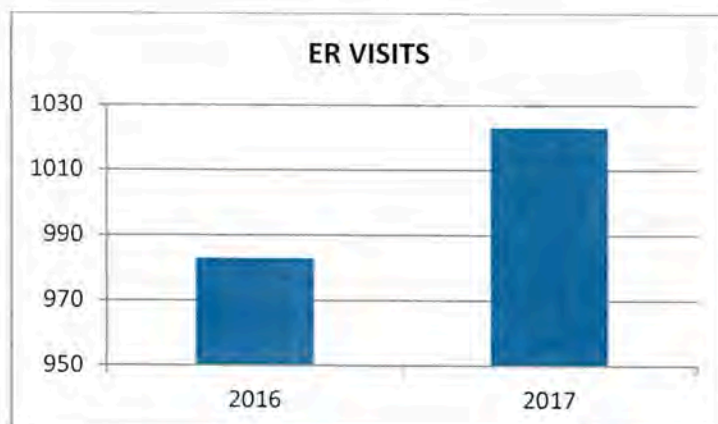
July 2016 – June 2017

## **Acute Care Services**

- Registered Nurse on duty 24 hours a day.
- Services available for all patients who need acute inpatient medical care and swing bed services.
- Outpatient and Short Stay services available for short term patient care, observation services, IV Therapies, Chemotherapies, Ambulatory Surgery/Endoscopies.
- Wound Care services provided by certified wound care RN.
- Ancillary services such as EKG and fetal monitoring.
- SystemSURE Plus ATP Cleaning Verification System purchased for monitoring of standardized cleaning processes.
- Accuvein, a light system utilized in the process for starting IVs, was purchased.
- BiPAP machine purchased.
- Autovent 3000 Ventilator purchased.
- Two new vital sign monitors were purchased.
- The high school CNA course taught by Katrina Ottesen RN completed in May 2017 with 4 students completing the course.
- Community Adult CNA classes offered by Sue Nelson, RN.

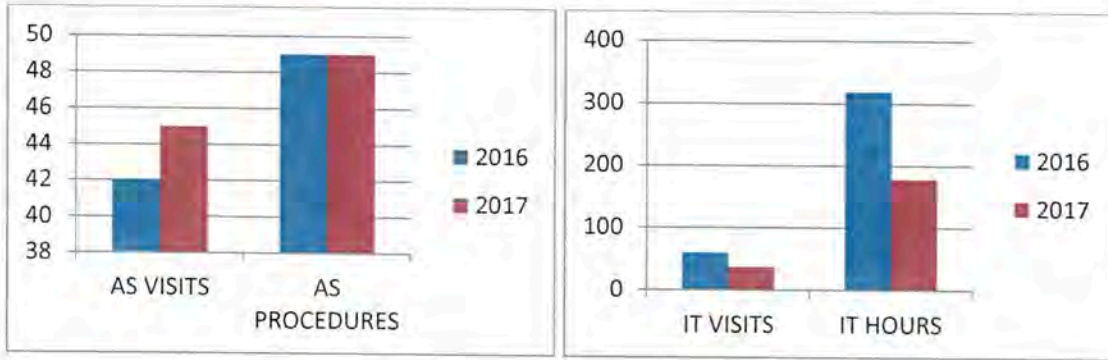
## **Emergency Department**

- Utilization of ED visits shows a slight increase over the past fiscal year. There were a total of 1023 visits in FY 2017 and 983 in FY 2016, showing an increase of 3.91%.
- Registered Nurse on duty 24 hours a day.
- Physician on call 24 hours a day.
- All physician/providers current with Advanced Trauma Life Support.
- Trauma Nursing Core Course (TNCC) offered to all nursing staff.
- Advanced Cardiac Life Support (ACLS) and Neonatal Resuscitation Course (NRC) required for acute care/ED nurses.
- Pediatric Advanced Life Support and S.T.A.B.L.E. training provided for Emergency Department and Acute Care nursing staff.
- Urgent/Emergent care services for all illnesses and injuries, hospital admission or stabilization and MedEvac of serious/critical patients.
- Continued use of electronic form/Evident for nursing documentation.



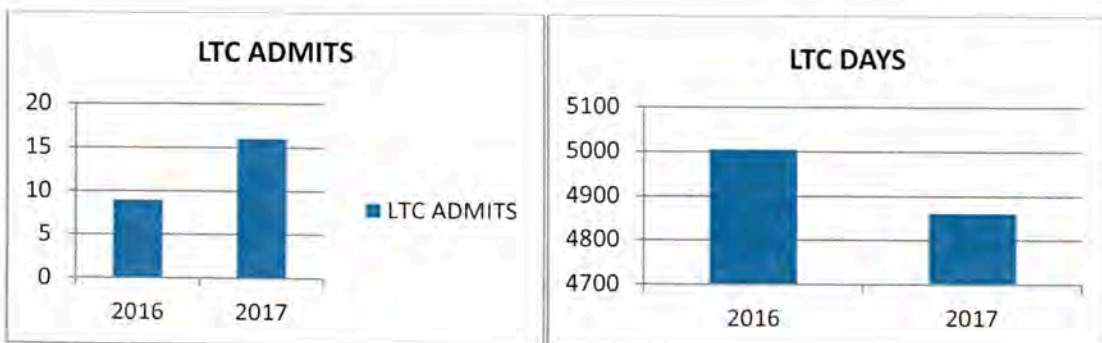
**Outpatient Therapies/Surgical Services**

- Coordination provided by Director of Clinical Services.
- Outpatient Ambulatory Surgery clinics held in December 2016 and May 2017.
- There were 45 ambulatory surgical admissions and 49 procedures performed in FY 2017. In FY 2016, there were 42 ambulatory surgical admissions and 49 procedures performed. While this shows stability, the total number of clinics held during the year decreased from three in FY 2016 to two in FY 2017.
- Outpatient wound care, chemotherapy and infusion therapy services provided.
- Infusion therapy (IT)/chemotherapy services show a dramatic decrease over the past fiscal year, down to 37 visits from 60 in the previous fiscal year. This is a 38.33% decrease in utilization of infusion therapy services.



**Long Term Care**

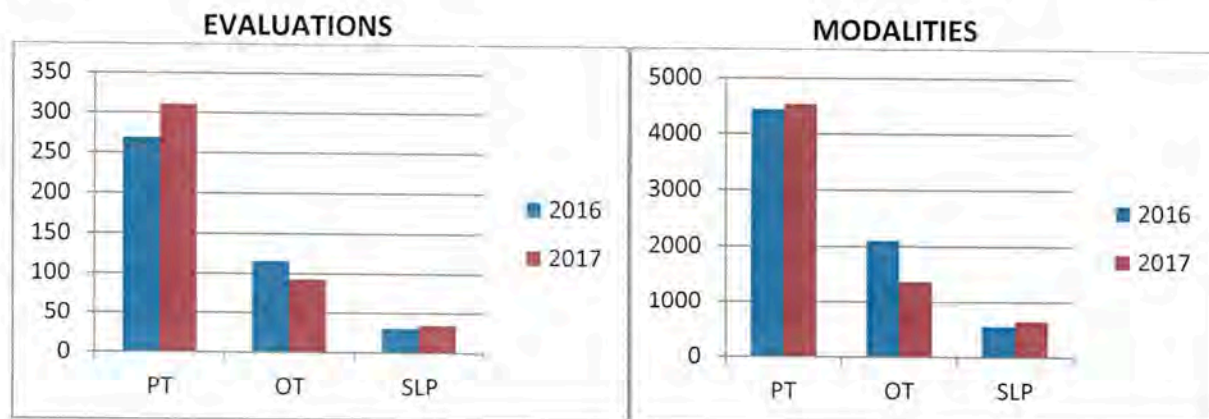
- There were a total of 16 LTC admissions in FY 2017, up from 9 in 2016. This is a 43.75% increase from the previous fiscal year.
- There were 4859 LTC days in FY 2017 and 5005 in FY 2016. This is a 2.91% decrease in total days for the previous fiscal year.
- In reviewing utilization of services, the decrease in billable days is the equivalent to less than one patient during the year. Total possible billable days for one year are 5110. Occupancy rate for FY 2017 was 95.09%, slightly lower than the 97.68% reported for FY 2016.
- WMC Long Term Care receives 5-Star rating from CMS, published on the Nursing Home Compare website, recognition received as a result of the most recently published LTC survey.
- WMC has a 14 bed long term care unit.
- Conversion to American Health Tech (AHT) software for the Long Term Care EMR occurred in February 2017.
- Scheduled 24 hour nursing coverage in long term care.
- Long Term Care Survey in June 2017.
- Wrangell Hospital Auxiliary purchased four lift recliners for LTC (\$4584) and donated \$100 for bingo prizes.
- Daily activities including group exercise, bingo and community-based outings.
- Wonderful, family focused holiday and birthday celebrations throughout the year.
- Annual Trick-or-Treating celebration with LTC residents and children in the community.
- Care coordination to assist in safe transition to home with LTC and rehab patients.
- Quarterly care planning meetings with multiple WMC disciplines and family of LTC and rehab residents.
- Monthly Long Term Care meetings held for review of policy and ongoing care.





### Rehabilitation Services

- Rehabilitation Services had a slight overall increase in FY 2017 with PT (3%) and SLP (14%) utilization compared to FY 2016.
- The Rehab staff model continues with one Physical Therapist, one Occupational Therapist, one Speech Language Pathologist, one Physical Therapy Assistant, and an Office Manager.
- Rehabilitation Services hosted grad Students for the SLP program and for the PT program.
- Swing bed/rehab services continue to offer the full spectrum of therapy services.
- Wound care services provided by Physical Therapist.
- Contracted services now provided at Wrangell Public Schools for all 3 disciplines.
- FY17 was our 1<sup>st</sup> full year of having a full-time Restorative Aide working in LTC.
- Occupational Therapy expanded scope of responsibility to include oversight of the LTC Activities and Restorative Aide Programs.



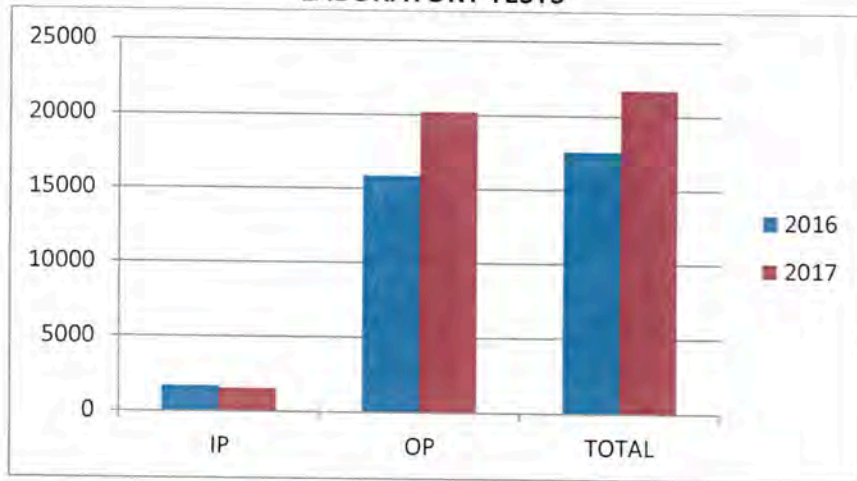
### Specialty Care Services

- Specialty Clinics held throughout the year, including Ear/Nose/Throat, General Surgery, Obstetrics/Gynecology, Optometry and Podiatry.
- Prosthetics and Orthotics services offered as needed for long term care residents and community members.
- Behavioral Health services are available on a contract basis.
- Volunteer Hospice services are available within the community.

### Laboratory Services

- Utilization of lab services shows continued overall growth. There were 20,208 total laboratory tests performed in FY 2017 and 19,577 in FY 2016, which is a 3.12% increase in services.
- Provides accurate and high quality assurance on lab testing in chemistry, hematology, coagulation, rapid serological tests and blood gas analysis. In our blood bank section, perform blood typing, antibody screening, and crossmatching of blood units which we can avail from the Blood Bank of Alaska.
- Provides home draw services for members of the community who find it difficult to come to hospital for draws.
- Certified CLIA laboratory; passed CLIA inspection in January 2017 with no deficiencies, received the CLIA Certificate of Compliance for the WMC main lab, effective July 12, 2017 through July 11, 2019.
- Satellite laboratory at the AICS Medical Clinic to facilitate continuous care for outpatients. This is moderate complexity lab and gained excellent proficiency survey from API.
- Active participation among staff and continuously improving the QA program for lab department.
- HIM/coding staff review all laboratory orders and apply diagnosis code prior to billing.
- Pre-draws for Annual Health Fair offered for the third year. Tests offered include the Health Profile, Thyroid Screen, Prostate Screen, HA1C and Vitamin D. Special pricing offered for patients covered under a Federal grant.
- Pathologist continues to visit on a quarterly basis.

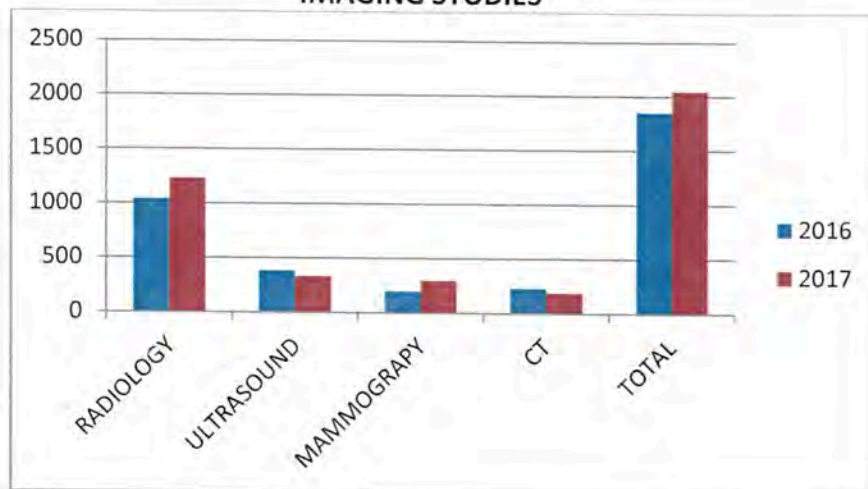
### LABORATORY TESTS



### Imaging Services

- Utilization of imaging services shows an overall growth in the current fiscal year. There were a total of 2050 imaging studies done in FY 2017 and 1855 done in FY 2016. This is an increase of 9.51% over the previous fiscal year. In reviewing services by type of study, radiography and mammography studies show an increase, and ultrasound and CT show a decrease.
- Quality radiology services for all imaging services provided.
- WMC Radiology Department received a perfect inspection from the FDA Mammography Quality Standards Act.
- Imaging department passed the annual Film Validation and remains in good standing with the ACR Mammography Accreditation Program.
- WMC Radiology Department migrated from computed radiology services to 100% full field digital radiology, reducing the radiation dose to patients by 30-35%.
- WMC continues with teleradiology services through RAPC, giving our patients timely, effective, quality radiology services for mammogram, x-rays, and ultrasounds.
- Discounted mammograms are offered every October as part of the National Breast Cancer Awareness Campaign.

### IMAGING STUDIES





## **Support Services**

### **Dietary**

- Offer appetizing nutritious foods prepared and served under sanitary conditions and at appropriate temperatures. Patient/resident likes and dislikes are considered along with special dietary concerns.
- A total of 17, 014 meals were served to patients and residents in FY 2017.
- Nutritious snacks serviced to patients and residents twice a day.
- Patient/resident nutritional assessments are completed by nursing staff upon admission. A member of the dietary team follows up with the patient/resident after admission.
- Passed a DEC inspection in September 2016 with no deficiencies.
- The WMC Dietary Department offers the services of a consultant registered dietitian who is also a diabetic educator.
- The Registered Dietician makes quarterly visits to the facility.

### **Laundry**

- Twyla Nore, Laundry Supervisor retired in June 2017.
- BettieJean Wilson promoted to Laundry Supervisor position in June 2017.
- A total of 60,607 pounds of laundry done in FY 2017.

### **Housekeeping**

- Cleaning patient rooms, emergency room, lab, radiology, rehabilitation, support services areas and business offices and public areas daily.
- Seasonal cleaning done on a biannual basis.

## **Pharmacy**

- Ongoing training for WMC staff and providers.
- Well stocked Drug Room for ED and inpatient use.
- Continuing review by contract pharmacist of all long term care medication regimes on a monthly basis with written reports submitted for provider review.
- Monthly visits by Ketchikan PeaceHealth Medical Center Pharmacist to WMC for review of pharmacy program.
- Contract with Pipeline RX a computer pharmacy service allows 24/7 pharmacy review of all ER and Acute Care pharmacy orders. Physician to pharmacist consultation is available as well.
- EMR upgrades for medication reconciliation and 24 EMAR, provides a more cohesive documentation.
- Drug room outdates and labeling has been upgraded to be a more efficient way to view medications.
- Sanford Guide online subscription is maintained to assure up to date access on antimicrobial guidelines.

## **Quality Department**

- Oversight of HIM Department Removed from the Quality Director Position.
- Medical Staff Services Management services shared by Administrative Assistant and Quality Director.
- Continued collaboration with the Alaska State Hospital and Nursing Home Association (ASHNHA) in MBQIP, which includes inpatient and outpatient reporting to CMS, Emergency Transfers and HCAHPS surveys.
- A new collaborative agreement with ASHNHA and the Washington State Hospital Association (WSHA) and migration to an online reporting program for collection of predefined data allowing for comparison hospitals in Alaska, Washington and some hospitals in Oregon and Idaho.
- Attended HCCA (Health Care Compliance Association) Conference in October 2016.
- Attended Adverse Drug Events Safe Table sponsored by ASHNHA/WSHA in Seattle, Washington in June 2017.
- Joined Washington State Hospital Association Adverse Drug Events Advisory Group in June 2017.
- Quality Assurance Performance Improvement (QAPI) plan approved by the WMC Governing Board of Directors in April 2017.
- Utilization Review: UR/Discharge Planning meetings held Monday through Friday with multidisciplinary team to enhance patient experience and allow for smooth transition to home.
- Monthly Hospital Statistics provided for administrative team and hospital Governing Board.
- Monthly Meetings: Long Term Care, Quality, Medical Staff.



### ***Health Information***

- Quality Management, Medical staff Services and EMR Co-Chair responsibilities removed from the HIM Director's job position.
- Mary Kempinski, MS, RHIA, CCS, CPC, contracted to serve as interim HIM-Director beginning April 2017.
- HIM Director serves as the facility's Privacy Officer.
- Outpatient, credentialed coder hired in September 2016.
- Rehab coding brought back in-house in February 2017.
- Inpatient, swing bed, short stay and long term care coding added to OP coder's job duties in April 2017.
- Chart analysis and auditing; Coding IP/Short Stay/Long Term Care records.
- Transcription Services.
- Release of Information.
- AICS given access to WMC EMR for continuity/coordination of patient care.

### ***Risk/Compliance***

- Attended Crisis Prevention Institute Training to become a certified NCI (Non-Violent Crisis Intervention) Trainer.
- Attended HCCA (Health Care Compliance Association) Conference in October 2016.
- Continued management of WMC Policy & Procedure reviews.
- Compliance Plan presented to the Governing Board and approved in July 2016.
- Risk Management Plan presented to the Governing Board and approved in April 2017.
- Quarterly Compliance Meetings held with reports to the Governing Board.

### ***Infection Prevention/Employee Health***

- Attended patient Safety Conference in Anchorage in October 2016.
- Attended Infection Control Boot Camp in Juneau in November 2016.
- Monitors infections and antibiotic usage in acute care and long term care.
- Reports antibiotic usage, colostrum difficile rates, catheter associated urinary tract infection (CAUTI) rates, severe sepsis rates to the Washington State Hospital Association (WSHA).
- Reports influenza-like illnesses (emergency department visits only) to the CDC weekly.
- Monitors hospital and long term care environment for cleanliness, safety and infection control issues continually.
- Oversees Central Supply, biological monitoring and instrument cleaning.
- Conducts employee new hire and annual competencies for infection control.
- Check all incoming employees for required immunization and TB status.
- Provide flu vaccinations and TB screening for all employees on an annual basis.
- Other vaccinations are provided on as needed basis.

### ***Social Services***

- Care coordination for inpatient, outpatient, rehabilitation services and Long Term Care patients, ensuring safe transition to lower level of care and/or home.
- Initial certifications and recertifications with the State of Alaska, DHSS for Long Term Care residents and Swing Bed patients.
- Arranges for scheduled Medicaid travel for all long term care residents and hospital patients.
- Coordinates and leads monthly Resident Council Meetings.
- Coordinates and leads Quarterly Care Conferences for LTC Residents.
- Resource for hospital patients and long term care residents for end of life care; liaison with Hospice of Wrangell.
- Team member for Alaska Medicaid Hospital Presumptive Eligibility determination for acute care patients with no payment source at the point of admission.
- Monitors status of Advance Directive information for all acute care and long term care admissions.
- Is available to assist acute care patients and long term care residents with completion of Advance Directives/Durable Power of Attorney/General Power of Attorney.

### ***Information Technology (IT) Services***

- Staffing model for IT services continues to be shared with AICS.
- Online IT work order system continued and monitored.
- Internal Risk Assessment completed by executive level administrative team. Identified risks/needs address by Information Technology. Report reviewed by WMC Team, identified areas prioritized.
- Secure email system for WMC continued and monitored.
- Ongoing upgrading, configuring, maintaining, educating and troubleshooting for all aspects of IT services.

### ***EMR Implementation***

- Weekly EMR team meetings for continued investigation & evaluation of potential expansion of department modules available through EMR Vendor.
- Ongoing training for WMC clinical and support staff.
- Successfully attested for Medicare Stage 2 Year 2 Meaningful Use.
- Successfully attested for Medicaid 2015 and 2016 Meaningful Use.
- Three EMR team members attended the CPSI User Conference in Destin, Florida in May 2017.
- Continued Syndromic Surveillance submission live through the Alaska E-health Network (AeHN).
- Continued vaccination submissions to VacTrAK through AeHN.
- Continued collaboration with AICS, WMC and AeHN for lab interface to allow for electronic receipt of provider orders and return of lab values as structured data into the AICS EMR.
- Dragon Voice Recognition software added to three provider workstations.
- Conversion to American Health Tech (AHT) software for the Long Term Care EMR.
- Conversion to Pipeline RX for 24 hour pharmacist review of all pharmacy orders in April 2017.
- Upgrade to CPOE5 in May 2017 for provider order entry into the EMR.

### ***Maintenance Department***

- Operation of the maintenance program for the facility.
- Provide a safe and comfortable environment for visitors and staff.
- Separated generator and heating fuel storage. The generator now has a 300 gallon above ground storage tank and the heating system has a 3000 gallon underground storage tank. Contaminated soil has been mitigated.
- Implemented online Maintenance work order system in January 2017.
- Life Safety Survey in June 2017.

### ***Disaster Preparedness***

- Ongoing planning with quarterly committee meetings.
- Annual training for selected members of committee in Anchorage, Alaska.
- Building disaster flip charts for the facility.
- Revision of fire plan to meet regulations.

### ***Staff Development Department***

- The high school CNA course taught by Katrina Ottesen RN completed in May 2017 with 4 students completing the course.
- Migrated to an online system with the Montana Nurses Association for tracking and validation of WMC CE offerings for nursing staff.
- CPR training has been completed and all clinical staff are in compliance.
- There were 10 CNA continuing education courses offered. We are in compliance for dementia hours for the year.
- There were 8 continuing education offerings for the RNs. Attendance is fair with an average of 6-8 nurses attending.
- All competencies for the CNAs have been completed with 99% attendance.
- Multiple special courses were offered to staff on computer training for the EMR, ACLS, PALS, STABLE, SQSS, FEMA, NRP, TNCC, and Privacy and Security Laws.

- Mandatory courses offered through Lippincott for nursing staff on cardiac rhythm strip recognition, wound care and moderate sedation.
- The policy for completing the mandatory yearly courses on care learning was updated and staff were required to complete mandatory in-services by March 31, 2017. There was 100% compliance.
- Orientation provided for multiple traveler/contract staff.
- Orientation provided to multiple new staff for nursing, support services and HIM.
- NCI (Non-Violent Crisis Intervention) Training provided by Scott Glaze, NCI Trainer, to all nurses, CNA's, and maintenance staff.

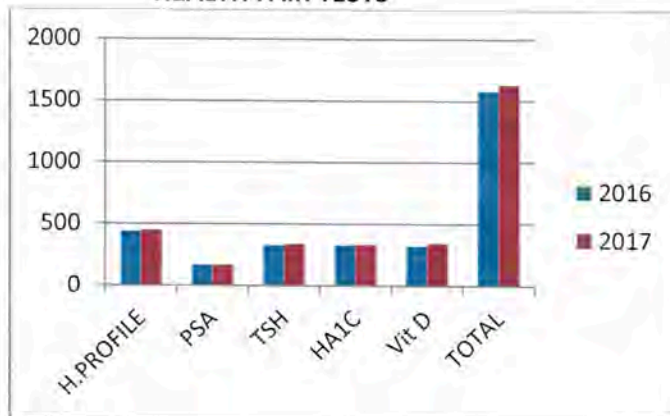
### Employee Wellness

- WMC Employees' access to the Rec Center sponsored by WMC.
- WMC Employees participated in Blue Cross' EveryMove Health Challenge December 2016 & January 2017.
- WMC sponsored employee blood testing at annual Health Fair.
- Member of the Healthy Wrangell Coalition, provide administrative support by managing meeting functions, including meeting reminders, agendas and recording of minutes.

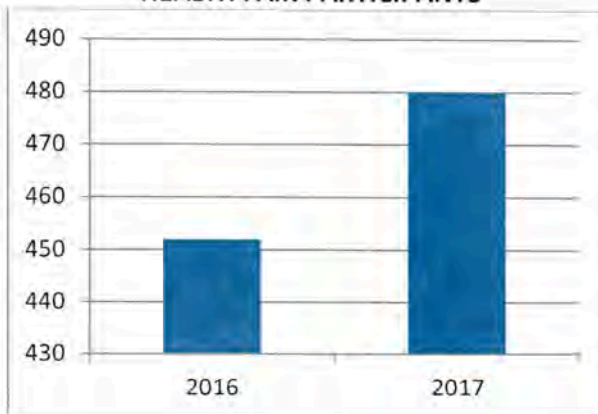
### Community Outreach

- Completed Community Health Needs Assessment in February 2017, partnering with the State Public Health Department the Wrangell Area Rural Health Network and numerous community and civic organizations.
- Wrangell Area Rural Health Network (WARHN) formed in November 2016; a collaboration between Wrangell Medical Center, AICS Medical Clinic, SEARHC and Public Health focused on comprehensive, effective healthcare for all Wrangell residents.
- Wrangell Health Fair April 2017 – offered the Health Profile, TSH, PSA, HA1C and Vitamin D level as in previous years.
- Total tests drawn increased to 1634 in FY 2017, up from 1583 in FY 2016, a 5.86% increase.
- Total participants increased to 480 in FY 2017, up from 452 in FY 2016, a 5.83% increase.
- Blood draws for health fair continued for the second year in the month prior to the health fair.
- Participants received results at the health fair and were able to schedule follow up appointments with AICS staff if needed.
- Wrangell Hospital Auxiliary donated \$500 to the Wrangell Health Fair.
- The Annual Brian Gilbert Memorial Golf Tournament/Dinner Fundraiser for WMC Foundation was held in May 2017.
- Rally for Cancer Care held in August 2016.
- Blue Tees for Men's Golf Tournament held in August 2016.
- Community wide Flu Clinic held in September 2016. Flu shots also offered through Wrangell Public Schools and Fire Dept.
- First Annual Children's Flu Shot Clinic was held in October 2016.
- WMC offered reduced rate for mammograms to coincide with Breast Cancer Awareness Month October 2016.

HEALTH FAIR TESTS



HEALTH FAIR PARTICIPANTS

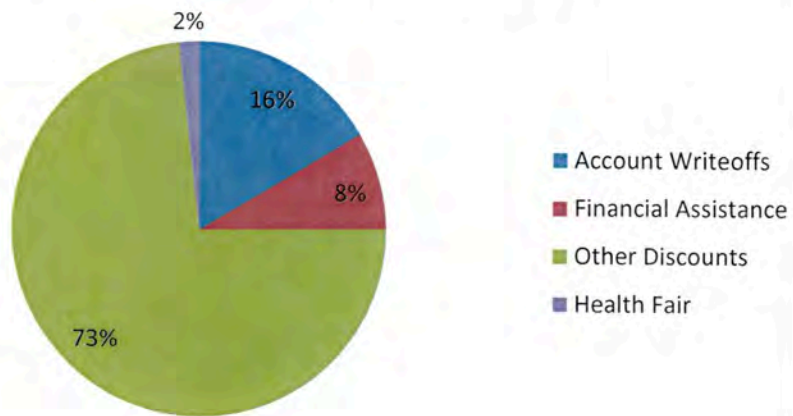




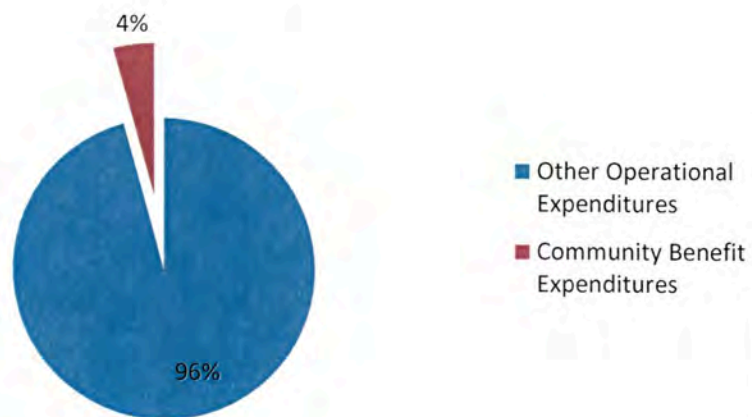
# FISCAL YEAR 2017 COMMUNITY BENEFITS

\$494,052

## Community Benefits 2017



## Percent Expenditures Devoted to Community Benefits



# Review of Closed/Active Records

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The following summarizes the number of FY 2017 records reviewed.

All charts that triggered according to pre-set criteria were reviewed by the Medical Director. Wrangell Medical Center has a contract with Monida Healthcare Network for second level peer review, surgical case review and review of CRNA services.

	JUL-SEPT 2016	OCT-DEC 2016	JAN-MAR 2017	APR-JUNE 2017
<b>MD Random Reviews</b>	4	0	6	5
<b>MD Criteria Reviews</b>	20	32	20	13
<b>CRNA Random Reviews</b>	0	2	0	2

# Health Care Policies

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July 2016 – June 2017

## Administrative Policies

- 24 Policies Reviewed: 7/1/16 thru 6/30/17
- Personnel Policy Reviewed: 6/2017
- Policy Review Schedule: Policy AD 151 – Policy Review was reviewed and edited in 5/2017 changing some of the months different department will begin a review of their specific policies and revise as needed. This revision was to work with individual departments to minimize workloads during particular seasons of the year.

This schedule will serve as guidance for staff to prioritize and plan for the policy review process:

<b>January</b>	Administrative
<b>February</b>	Laboratory, Imaging
<b>March</b>	Maintenance , Materials Management
<b>April</b>	HIM, Quality, Risk Management/Compliance
<b>May</b>	Procedure Room (OR), Central Supply
<b>June</b>	Emergency Department, Med-Evac, Infection Control
<b>July</b>	Acute Care, Outpatient Procedures, OB
<b>August</b>	Pharmacy, Information Technology, Social Services
<b>September</b>	HR, Business Office, Finance
<b>October</b>	Long Term Care, Swing Bed, Rehab Services
<b>November</b>	Support Services: Laundry, Housekeeping, Dietary
<b>December</b>	All Others

## OR Policies

- 31 Policies Reviewed

## Financial Services Policies

- 3 Policies Reviewed

## Emergency Department Policies

- 26 Policies Reviewed

## Maintenance Policies

- 2 Policies Reviewed

## Acute Care/Med Surg Policies

- 19 Policies Reviewed

## HIM Policies

- 1 Policy Reviewed

## Lab Policies

- 1 Policy Reviewed

## Long Term Care Policies

- 24 Policies Reviewed

**Pharmacy Policies**

- 15 Policies Reviewed

**Rehab Services**

- 18 Policies and Procedures Reviewed

**Social Work Policies**

- 1 Policy Reviewed

**Information Technology Policies**

- 52 Policies Under Review

**Infection Control Policies**

- 40 Policies Reviewed





**FISCAL YEAR 2017**

Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun YTD

**LONG TERM CARE**

ICF Admits	1	3	0	0	0	1	2	0	2	1	3	3	16
SNF Admits	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL LTC ADMITS</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>16</b>

ICF Discharges	1	3	0	0	1	1	5	3	0	2	1	3	20
SNF Discharges	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL LTC DISCHARGE:</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>5</b>	<b>3</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>20</b>

ICF Days	433	408	420	433	419	417	423	357	383	379	416	368	4856
SNF Days	0	0	0	0	0	0	0	0	0	0	0	0	0
LOA Days	0	0	0	1	0	0	2	0	0	0	0	0	3
<b>Total Days</b>	<b>433</b>	<b>408</b>	<b>420</b>	<b>434</b>	<b>419</b>	<b>417</b>	<b>425</b>	<b>357</b>	<b>383</b>	<b>379</b>	<b>416</b>	<b>368</b>	<b>4859</b>

Ave IP LOS By Days	4.08	3.15	2.78	5.00	2.75	4.25	1.86	3.67	3.50	2.75	2.33	2.43	3.13
Ave IP LOS By Hours	95.77	77.96	59.06	122.42	59.41	108.81	49.14	83.71	83.08	63.56	53.03	58.86	74.58
Ave. Daily Census IP	1.58	1.32	0.83	0.97	0.73	1.10	0.84	0.79	0.68	0.37	0.68	0.57	0.87
Ave. Daily Census SB	1.84	2.10	2.50	1.23	0.40	1.23	0.84	0.11	0.10	2.00	1.97	1.27	1.36
Occupancy Acute Care	19.68%	16.53%	10.42%	12.10%	9.17%	13.71%	10.48%	9.82%	8.47%	4.58%	8.47%	7.08%	10.92%
Occupancy LTC	99.77%	94.01%	100.00%	100.00%	99.76%	96.08%	97.93%	91.07%	88.25%	90.24%	95.85%	87.62%	95.09%

Transfers from Acute	0	3	1	1	1	1	0	0	0	0	2	0	9
Transfers From Swing	0	0	0	0	0	0	0	0	0	0	0	0	0
Transfers from ER	4	3	4	5	7	1	7	4	4	3	0	5	47
Transfers from Short Stay	3	3	3	0	1	1	0	2	1	1	1	4	20
<b>TOTAL TRANSFERS</b>	<b>7</b>	<b>9</b>	<b>8</b>	<b>6</b>	<b>9</b>	<b>3</b>	<b>7</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>9</b>	<b>76</b>

**ANCILLARY STATISTICS**

Total ER Visits	114	75	79	82	72	102	78	75	111	60	83	92	1023
IP Admits From ER	7	7	3	3	5	7	2	4	4	4	3	4	53
SS Admits From ER	14	12	16	3	9	8	10	7	7	5	7	10	108

Procedure Room Visits	69	76	87	111	68	138	93	61	73	60	105	50	991
IP Admits from PR	0	0	0	0	0	0	0	0	0	0	0	0	0
SS Admits from PR	1	0	0	0	0	0	0	1	0	0	0	0	2

SS Endo OR Admits	0	0	0	0	0	27	0	0	0	0	18	0	45
SS Endo OR Procedures	0	0	0	0	0	29	0	0	0	0	20	0	49

Operating Room IP Admits	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Room IP Proced	0	0	0	0	0	0	0	0	0	0	0	0	0

Operating Room SS Visits	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Room SS Proce	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL OR PROCEDURE:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**REHABILITATION**

PT Evaluations	31	27	36	21	25	14	26	26	24	22	31	28	311
PT OP Modalities	577	325	336	335	354	232	389	389	373	368	449	107	4234
PT IP Modalities	3	1	2	1	0	0	0	0	1	0	0	0	8
PT SB Mdalities	8	57	59	33	0	0	8	8	24	42	52	4	295
PT LTC Modalities	0	0	0	0	0	0	0	0	0	0	0	3	3
<b>TOTAL PT MODALITIES</b>	<b>588</b>	<b>383</b>	<b>397</b>	<b>369</b>	<b>354</b>	<b>232</b>	<b>397</b>	<b>397</b>	<b>398</b>	<b>410</b>	<b>501</b>	<b>114</b>	<b>4540</b>

**FISCAL YEAR 2017**

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
OT Evaluations	8	6	14	4	6	14	9	9	4	4	7	8	93
OT OP Modalities	95	59	64	36	64	99	38	38	56	80	105	26	760
OT IP Modalities	2	0	2	0	2	0	2	2	0	0	0	0	10
OT SB Modalities	14	66	144	0	2	57	21	28	34	59	55	23	503
OT LTC Modalities	4	0	0	0	0	0	0	6	19	8	24	36	97
<b>TOTAL OT MODALITIES</b>	<b>115</b>	<b>125</b>	<b>210</b>	<b>36</b>	<b>68</b>	<b>156</b>	<b>61</b>	<b>74</b>	<b>109</b>	<b>147</b>	<b>184</b>	<b>85</b>	<b>1370</b>

SLP Evaluations	3	4	7	3	1	3	3	3	1	0	4	3	35
SLP OP Modalities	42	37	62	69	33	51	32	32	49	59	52	71	589
SLP IP Modalities	0	0	0	0	0	0	0	0	0	0	0	0	0
SLP SB Modalities	0	0	0	0	0	0	0	0	0	0	5	23	28
SLP LTC Modalities	8	0	0	0	0	0	0	0	5	3	9	5	30
<b>TOTAL SLP MODALITIES</b>	<b>50</b>	<b>37</b>	<b>62</b>	<b>69</b>	<b>33</b>	<b>51</b>	<b>32</b>	<b>32</b>	<b>54</b>	<b>62</b>	<b>66</b>	<b>99</b>	<b>647</b>

Laboratory IP Tests	280	176	71	119	208	199	108	108	77	54	103	44	1547
Laboratory OP Tests	1590	1622	1550	1557	1538	1599	1590	1590	1498	1345	1449	1733	18661
<b>TOTAL LAB TESTS</b>	<b>1870</b>	<b>1798</b>	<b>1621</b>	<b>1676</b>	<b>1746</b>	<b>1798</b>	<b>1698</b>	<b>1698</b>	<b>1575</b>	<b>1399</b>	<b>1552</b>	<b>1777</b>	<b>20208</b>

Xray IP Procedures	6	5	1	5	3	7	10	7	1	0	2	3	50
Xray OP Procedures	90	109	125	90	62	78	109	111	132	88	89	99	1182
<b>TOTAL X-RAY PROCEDU</b>	<b>96</b>	<b>114</b>	<b>126</b>	<b>95</b>	<b>65</b>	<b>85</b>	<b>119</b>	<b>118</b>	<b>133</b>	<b>88</b>	<b>91</b>	<b>102</b>	<b>1232</b>

Ultrasound IP Studies	0	0	0	0	0	0	1	0	1	0	0	0	2
Ultrasound OP Studies	24	37	26	28	4	36	33	24	30	20	31	37	330
<b>TOTAL U/S STUDIES</b>	<b>24</b>	<b>37</b>	<b>26</b>	<b>28</b>	<b>4</b>	<b>36</b>	<b>34</b>	<b>24</b>	<b>31</b>	<b>20</b>	<b>31</b>	<b>37</b>	<b>332</b>

CT IP Studies	0	3	3	1	1	4	2	1	0	0	0	3	18
CT OP Studies	21	22	27	19	23	38	41	24	17	10	24	13	279
<b>TOTAL CT STUDIES</b>	<b>21</b>	<b>25</b>	<b>30</b>	<b>20</b>	<b>24</b>	<b>42</b>	<b>43</b>	<b>25</b>	<b>17</b>	<b>10</b>	<b>24</b>	<b>16</b>	<b>297</b>

<b>MAMMOGRAMS</b>	<b>7</b>	<b>12</b>	<b>1</b>	<b>44</b>	<b>35</b>	<b>23</b>	<b>11</b>	<b>13</b>	<b>15</b>	<b>12</b>	<b>10</b>	<b>6</b>	<b>189</b>
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SS AS Visits	0	0	0	0	0	27	0	0	0	0	18	0	45
SS AS Hours	0	0	0	0	0	60.5	0	0	0	0	42.5	0	103
SS IT Visits	7	4	2	2	1	3	0	1	1	5	5	6	37
SS IT Hours	28.75	34	9	11.25	4	15	0	5	3.75	21.75	22.75	23	178.25
SS OBS Visits	13	13	18	5	11	11	14	10	8	6	9	20	138
SS OBS Hours	215.75	231.75	254	57.75	170.25	193.5	256	246.25	174.75	109	158.5	237.75	2305.25
Total SS Visits	21	20	20	7	12	41	14	11	9	11	32	27	225
Total SS Hours	244.5	265.75	263	69	174.25	269	256	251.25	178.5	130.75	223.75	260.75	2586.5

**MEDICARE & MEDICAID INPATIENT STATISTICS**

Medicare IP Admits	8	8	6	4	4	8	4	7	4	5	2	3	63
Medicare IP Discharges	6	11	5	4	4	6	7	5	6	4	3	3	64
Medicare IP Days	33	37	15	11	15	30	13	17	21	11	10	14	227

Medicaid IP Admits	3	0	1	0	2	0	3	1	0	0	1	0	11
Medicaid IP Discharges	3	0	1	1	2	0	3	1	0	0	1	0	12
Medicaid IP Days	3	0	2	9	5	0	5	1	0	0	2	0	27

Medicare SNF Swing Admi	5	3	2	1	1	3	1	0	2	0	2	2	22
Medicare SNF Swing Disch	4	4	3	2	0	3	1	1	1	0	3	1	23
Medicare SNF Swing Days	44	58	70	31	2	27	16	3	21	30	53	38	393



## MEMORANDUM

**TO: HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY  
CITY AND BOROUGH OF WRANGELL**

**FROM: LISA VON BARGEN  
BOROUGH MANAGER**

**SUBJECT: MANAGER'S REPORT**

**DATE: September 20, 2017**

### **INFORMATION:**

#### **Goal Setting Work Session:**

The Assembly set priorities at a goal setting work session on September 12<sup>th</sup>. I am currently working with staff to provide a list of the priorities with measurable milestones. The Assembly should expect that at the first meeting in October.

#### **Southeast Conference:**

Assembly Member Decker and I attended Southeast Conference in Haines September 18-21. As it is underway as I am writing this report, the two of us will be happy to provide a verbal update at the meeting.

#### **Healthcare Continuum:**

At the Goal Setting work session the Assembly outlined solutions for Wrangell Medical Center (new facility and potential operating partner) as a number one priority. We have tentatively scheduled the joint work session with BDO, the Hospital Board, and the Borough Assembly for November 6, 2017 at 5:30 p.m.

#### **Electric:**

There was a slight delay in the posting for the Foreman position. It was posted in-house on August 31 and ran through September 7. One application was received from an internal candidate. In conformance with the Collective Bargaining Agreement a decision must be made within five business days – so that will happen within the next week.

#### **Electric Maintenance/Diesel Run Report from Clay Hammer:**

SEAPA was able to bump up their switching schedule and they were able to parallel with us at 10:20 on Saturday morning the 16<sup>th</sup>, putting Wrangell back on hydro power. The Maintenance Diesel Run 2017 was officially complete at that time.

#### **Federal Lobbyist Tasks:**

USFS/AMHT Land Swap: Sebastian, in the federal lobbyist's office, has prepared a letter regarding the land swap and the Borough's concern that it includes some of the last developable waterfront land. This letter has been reviewed and will be sent very shortly to the appropriate federal staff. When finalized, a copy will be provided to the Assembly.

#### **Community Jail Contract:**

Assembly Member Decker and I met with Correction Commissioner Williams and Pretrial Services Director Geri Fox on September 19<sup>th</sup> at Southeast Conference. The purpose of the meeting was to discuss the "pay to play" menu offered to Wrangell to increase jail contract funding by taking on additional corrections pretrial tasks. The meeting was very positive with all the questions submitted by our Police

Chief being answered. I will provide a small verbal report about this at the meeting. The new contract will be an action item for approval at the first Assembly meeting in October.

**Community Development Block Grant:**

The second public hearing and action by the Assembly is being postponed until October to determine if the Water System solution will be a viable option for consideration.

**Economic Development Department:**

Carol Rushmore provided the following information on two topics. Please see below:

**GIS Mapping**

Staff is in the process of working with our GIS mapping contractor to update our mapping system with all the changes to properties and the tax roll since last year. We will get our in-house system updated and then will update our online system that is available for the public to use. There is a link to the online public version at [www.wrangell.com/planning](http://www.wrangell.com/planning).

**ADDRESSING/911 System**

The Police Department and Fire Department have long been concerned about the lack of addressing physically on properties as well as within our digital mapping system. With the new 911 System, our address system does not match the addressing requirements for the new system. Our addresses are assigned manually based on long-term methods that may not meet standard addressing protocols. We have inconsistencies in addressing, key examples are 1) multiple properties on Zimovia Highway using the same or incorrect mile marker, no detailed addressing; 2) duplicate street names that have no connection; 3) haphazard numbering within street blocks; 4) unnamed streets; 5) and No secondary unit designators (apartments, multiple units per lot). We worked with a contractor familiar with our streets and addressing to review our existing methodology and addressing structure and recommend changes that would be consistent for the 911 System, would try and meet most Postal Service requirements as well, but also minimize changes to residents.

Staff is in the process of trying to map suggested changes, identify key areas of concern, and make recommendations to the Assembly as to what addresses/streets we would suggest be changed. If we move forward to correcting our addressing problem, there will be changes to existing addresses used by residents and there will be headaches associated with these changes – working with banks/mortgages, shipping company databases, the time for the databases to acknowledge changes. But this is also the best time to be making these changes as the 2020 Census begins the LUCA process – Local Update of Census Addresses- for the 2020 Census. By correcting our addressing now – by early next spring, the new addressing could be part of the 2020 census.

**Wrangell Mariners Memorial:**

Last week I met with Brennon Eagle regarding this project. The group is working to obtain 501c3 status. They requested to put up a sign at the memorial location stating “Future Home of Wrangell Mariners Memorial.” I agreed to allow this as long as it is coordinated with the Harbormaster and it is appropriately anchored so there is no danger of it falling, or being blown in to anything.

**Wrangell Junkyard (Byford) Clean-Up – Final Phase:**

The letter to ADEC that was approved by the Assembly at the last meeting was emailed to ADEC on September 13<sup>th</sup>. Staff is currently awaiting a response.

**Finance Department:**

The Accounting Generalist position was posted directly following the last Assembly meeting. Lee Burgess will be going through the interview and selection process when he returns from a well-earned vacation in early October.

**Annual Financial Audit:**

The formal financial audit will begin on October 30<sup>th</sup> and run through November 3<sup>rd</sup>.

**PERS Audit:** The PERS audit was completed on the morning of the 12<sup>th</sup> with only six positions being reviewed by a contractor. The results of that investigation are not yet known. Staff will keep the Assembly posted.

**Water System:**

There is an item on the Assembly agenda to approve for the Groundwater Desktop Study. As the Assembly requested, beginning at the first meeting in October there will be a separate report at every meeting regarding the action being taken to find a water treatment system solution.

**Public Works Department Report:**

Please see the attached report from Amber outlining several project and operational updates.

## **Public Works' Departments and Capital Projects Update**

**September 20, 2017**

### **Public Safety Building – Assessment of Building Assessment**

Jensen Yorba Lott (JYL) was in Wrangell on September 18-20, performing a building envelope inspection at the Public Safety Building. We expect to receive their full report, including recommendations for building systems corrective measures, work sequencing/phasing, and related costs by Monday, September 25<sup>th</sup>. Staff's plan will be to reassess the work priorities against the funding allocated in the FY18 budget for the building and reformulate an upgrades plan.

### **Solid Waste Transfer Station**

Staff has issued the public notice regarding the change in facility hours at the Solid Waste Transfer Station. October 3, 2017 is the effective day of the new schedule, which again is as follows:

Sunday and Monday	Closed
Tuesdays through Fridays	8:30 am to 11:00 am and 12:00 pm – 2:30 pm
Saturdays	8:30 am to 11:00 am and 12:00 pm – 3:30 pm

The new schedule represents a five-hour/weekday public access, similar to the existing hours of public access, and it maintains access through the standard lunch hour. The Saturday schedule reduces the public access by one hour. The new schedule is necessary to give the facility attendant the time needed to ensure that garbage is stowed properly and that the fire is extinguished and not allowed to smolder throughout the evening/weekend.

In other solid waste news, Republic Services, Wrangell's solid waste contractor for haul and disposal has informed us that they will soon begin discussions with all communities regarding future modifications to the way we handle and ship the solid waste due to safety concerns. One of the most concerning safety measures, which will have a financial impact on Wrangell, is expected to be a future requirement that all solid waste must be baled prior to shipping. As these discussions ensue, staff will be reviewing the proposed modifications and their financial impacts on the Sanitation Department. They will be working with SEAK communities to help ensure we are equipped for the transition, which is expected to take place in the next three to five years.

### **Wrangell Dock Lighting - City Dock Improvements**

A substantial completion inspection was performed by Morris Engineering on the City Dock lighting project. The contractor, Bunes Electric, is currently working to finalize items on the punch list as part of the project closeout process.

### **Shoemaker Bay Harbor Float Design**

PND Engineers submitted their 90% level design for the project based on the single gangway layout last week. Staff will begin their review and comment period and return comments to PND.

### **Groundwater Study**

A groundwater study proposal has been received from Shannon & Wilson, Inc. and submitted to the Assembly for review and approval on September 26<sup>th</sup>. Along with this item is a related budget amendment, requesting a transfer of \$8,055 from Water Reserves to Water Capital Improvement Expenditures to pay for the study.

The groundwater study will provide a general understanding of whether a viable groundwater source exists to supplement Wrangell's drinking water surface water supply. This is a desktop study whereby the consultant will analyze and provide an overview of the geological data in Wrangell. The consultant will develop their assessment based on relevant, publicly-available records, including geological maps, topo maps, DNR historical well logs, USGS studies, any available airborne geophysical surveys, and discussions with hydrogeologist professionals in the groundwater field. No physical on-site investigations are scheduled to be performed under the desktop study.

### **Reservoir Bypass Connection**

Staff is continuing discussion with Shannon & Wilson regarding the design completion and dam breaching evaluation for the Reservoir Bypass Connection completion project. Since Shannon & Wilson performed an evaluation for the construction of the new intake pipe through the dam back in 2003, staff's intent is to negotiate a professional services agreement for the design completion and bid-ready construction documents for this project with them.

Shannon & Wilson is currently reviewing the project with civil and mechanical support engineers, after which they will propose a Task 1 to perform an alternatives analysis for the dam tap which will be similar to what they reviewed in 2003, but considering current conditions. From that work, they would generate a design study report that will outline their recommendation for the best design approach. At that point, they would be able to prepare a cost estimate to carry the project through final design. Staff anticipates receipt of a Task 1 estimate for the dam tap alternatives analysis later this week.



# Agenda Item 9

## CITY & BOROUGH OF WRANGELL

### BOROUGH ASSEMBLY AGENDA ITEM

### CLERK'S REPORT September 26, 2017

#### Mark Your Calendar:

- |       |   |
|-------|---|
| 10/3  | ELECTION DAY for the Regular Borough Election                         |
| 10/5  | Canvass Board meets at 12:30 p.m. in the Borough Assembly Chambers    |
| 10/7  | TAX FREE DAY  |
| 10/9  | Special Assembly Mtg. to Certify the Regular Borough Election Results |
| 10/10 | Regular Assembly Mtg. at 7pm in the Assembly Chambers                 |

SEAPA Board meeting to be held in Petersburg on November 8th & 9th

#### Regular Borough Election Information:

- |                |  |
|----------------|--|
| September 29th | LAST DAY TO FILE FOR WRITE-IN  |
| October 2nd    | LAST DAY to Absentee Vote in Person                                  |
| October 3rd    | ELECTION DAY from 8 am to 8 pm at the Nolan Center                   |
| October 5th    | CANVASS BOARD meets at <b>12:30</b> p.m.                             |
| October 9th    | SPECIAL ASSEMBLY MTG. at <b>12:30 p.m.</b> , to Certify the Election |



## CHOOSE RESPECT

The march will occur on Friday, October 6th. Please call 907-874-3482 or email [sbakke@ccthita.org](mailto:sbakke@ccthita.org) if you have questions.

Kim Lane, Borough Clerk

# Agenda Item 10 a & b

## CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY  
AGENDA ITEM  
September 26, 2017

### MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS:

INFORMATION: This agenda item is reserved for the Mayor and Assembly Member's special reports. Such information items as municipal league activities, reports from committees on which members sit, conference attendance, etc., are examples of items included here.

➤ **Item 10a** Reports by Assembly Members

➤ **Item 10b** Planning & Zoning Board Appointment – October 2019

There were no letters of interest received for this seat

### Recommended Action:

*Appointments to be filled by the Mayor with the consent of the assembly for the various seats.*

*Recommended Action if not approved with the consent of the Assembly:*

*Motion: Move to appoint \_\_\_\_\_ to fill the vacancy on the \_\_\_\_\_ for the term until October \_\_\_\_\_.*

# Agenda Item 13a

## CITY & BOROUGH OF WRANGELL

### BOROUGH ASSEMBLY AGENDA ITEM September 26, 2017

#### INFORMATION:

**PROPOSED RESOLUTION No. 09-17-1378:** A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, SUPPORTING ENFORCEMENT OF THE BOUNDARY WATERS TREATY IN THE SOUTHEAST ALASKA/NORTHWEST BRITISH COLUMBIA TRANSBOUNDARY REGION (*requested by Brian Lynch, AK Transboundary Watersheds Conservation Associate*)

#### Attachments:

1. **PROPOSED RESOLUTION No. 09-17-1378**
2. Letter of support sent by Assembly that urged the IJC to study the mines. (9-22-2014)
3. Information provided by Brian Lynch (defined below)

#### **Recent materials re: Alaska-B.C. transboundary mining issue:**

3(a) **Attached: Map** of the large-scale mining activities in the SE AK - NW B.C. transboundary region. Most recently, the Brucejack mine in the Unuk watershed began pouring gold (June 20, 2017), and we've added to the map two mining projects for which much advanced exploration is underway: Quartz Rise (Stikine watershed) and Red Mountain (Nass watershed).

3(b) **Attached** is our **most recent media round-up**, "Transboundary Rivers in the News\_July 24, 2017." Of particular interest is the news that the Canadian federal government recently authorized for Seabridge Gold to dump tailings into the fish-bearing headwaters of the Nass River at the KSM mining project with NO notification to the State of Alaska, and despite the fact the U.S. and Canada have harvest-sharing agreements for Nass River salmon through the Pacific Salmon Treaty.

3(c) Attached [ADN op-ed](#) from Alaska State Representative Louise Stutes and Alaska Trollers Association Executive Director, Dale Kelley (Aug. 3, 2017) re: how Alaskans are doing everything we can to safeguard salmon stocks in SE AK but these efforts are moot when Canada/B.C. can largely develop salmon spawning and rearing grounds in transboundary watersheds for large-scale mines as they see fit.

3(d) Attached is a [highlighted] **summary of a March 16, 2017 report prepared by B.C. independent economist and risk/liability expert, Robyn Allan, for the Alaska State Legislature** (HJR 9) hearings. Allan is the former CEO of the Insurance Corporation of B.C. and is an expert in risk assessment/liability in the oil and gas industry, in particular. Her report offers a scathing review of the state of B.C.'s financial assurances regime in the mining sector and strongly urges the U.S. government to secure enforceable protections (including financial assurances) for Alaskans, given the scale and scope of large-scale Canadian mines upstream.

3(e) Attached is the Salmon Beyond Borders one page briefing document.

3(f) Attached is a **photo** that professional photographer, Garth Lenz, took of the **first of two permitted Red Chris mine tailings storage facilities (TSF)** about ten days ago. What isn't visible in this particular photo is the wastewater already leaching out from underneath this tailings dam, and pooling below it. Former Alaska DNR Dep. Commissioner Ed Fogels confirmed last year that the State of Alaska was not involved whatsoever with the assessment or permitting of this mine that began operations on Feb. 3, 2015--less than six months after the tailings disaster at its sister mine, Mount Polley, which is also owned by Imperial Metals.

#### **RECOMMENDED ACTION:**

Move to adopt Resolution No. 09-17-1378, which focuses on Federal engagement as the important step in enforcement of the Boundary Waters Treaty.

## CITY AND BOROUGH OF WRANGELL

RESOLUTION No. 09-17-1378

## A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, SUPPORTING ENFORCEMENT OF THE BOUNDARY WATERS TREATY IN THE SOUTHEAST ALASKA/NORTHWEST BRITISH COLUMBIA TRANSBOUNDARY REGION

**WHEREAS**, the Wrangell Borough Assembly represents the residents of the City and Borough of Wrangell; and

**WHEREAS**, the Stikine River is exceptionally vital to Wrangell's cultural and economic health and well-being, all of the transboundary watersheds of the Northwest British Columbia and Southeast Alaska region are of tremendous and unique ecological, economic subsistence, cultural and recreational value, and the clean water and intact habitat of these river systems are some of the most productive wild salmon rivers on the entire west coast of North America; and

**WHEREAS**, transboundary rivers and their tributaries are facing a significant increase in new large-scale mining development that will impact wild salmon watersheds that cross the U.S. and Canada border, including the Red Chris open-pit mine that began operations in the headwaters of the Stikine River in February 2015; and

**WHEREAS**, this large-scale open pit mining development is occurring in known acid-generating ore bodies, along with associated waste rock storage facilities and tailings dams, roads and other infrastructure, will threaten the productivity and health of watersheds and fish and wildlife habitat through cumulative impacts and contamination or possible catastrophic failures; and

**WHEREAS**, Alaska Native Tribes, B.C. First Nations, commercial fishermen, traditional and customary and recreational users local communities, and conservation groups on both sides of the U.S./Canadian border have raised concerns about the mining development in British Columbia presenting significant potential for harm to water quality, fish and wildlife, cultural practices, and local economy; and

**WHEREAS**, the members of the Wrangell Borough Assembly agree to share information and seek all opportunities for collaboration to address these issues, promote methods to protect these vital rivers from harm, and seek to facilitate and promote meaningful dialogue and engagement at the local, state, federal, provincial, and Tribal levels to assure protection of resources on both sides of the border; and

**WHEREAS**, maintaining and protecting healthy wild salmon populations throughout these river systems is the priority of local communities and all user groups

and individuals downstream from these projects must be addressed in all transboundary watershed development decision-making; and

**WHEREAS**, the Auditor General of British Columbia, in her report issued May 3, 2016, found that the British Columbia Ministry of Energy and Mines and Ministry of the Environment’s “compliance and enforcement activities of the mining sector are inadequate to protect the province from significant environmental risks”; and

**WHEREAS**, the Statement of Cooperation on Protection of Transboundary Waters, signed by Lieutenant Governor Byron Mallott, Bill Bennett, British Columbia Minister of Energy and Mines, and Mary Polak, British Columbia Minister of the Environment, on October 6, 2016, is important, but cannot provide binding, enforceable protections for the residents, rivers, and watersheds of the state; and

**WHEREAS**, the Boundary Waters Treaty of 1909 between the United States and Canada states in Article IV, "It is further agreed that the waters herein defined as boundary waters and waters flowing across the boundary shall not be polluted on either side to the injury of health or property on the other," and provides a mechanism to address transboundary water concerns through the International Joint Commission; and

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA**, hereby calls for the United States federal government to utilize any and all powers under the Boundary Waters Treaty to develop binding and enforceable protections and financial assurances to ensure Alaska and British Columbia interests and ways of life are not negatively impacted by Canadian development in the shared transboundary watersheds of Southeast Alaska and Northwest British Columbia.

ADOPTED: \_\_\_\_\_, 2017

\_\_\_\_\_  
David L. Jack, Mayor

ATTEST: \_\_\_\_\_  
Kim Lane, MMC, Borough Clerk



CITY AND BOROUGH OF WRANGELL  
INCORPORATED MAY 30, 2008

*Office of the Borough Mayor*

P.O. Box 531  
Wrangell, AK 99929

907-874-2381  
907-874-3952

September 22, 2014

The Honorable Lisa Murkowski  
United States Senate  
Washington, D.C. 20510

The Honorable Mark Begich  
United States Senate  
Washington, D.C. 20510

The Honorable Don Young  
U.S. House of Representatives  
Washington, D.C. 20515

Dear Senator Murkowski, Senator Begich and Representative Young:

I am writing to express concern by the City and Borough of Wrangell over development of mining in British Columbia and the need for such development to proceed carefully.

The City and Borough are not opposed to mining per se, but want to make sure mines proposed for development in British Columbia are done so with transparency, full environmental review and allow Southeast Alaska fishing communities to have some input into the process. The recent tailings pond breach at the Mt. Polley mine and spill into the Fraser River have shaken confidence in the Canadian Government's oversight of mining operations.

British Columbia is moving forward with several mines in the northwest section of the Province that are either in the headwaters of the Stikine River or close by. The development of these mines will benefit the residents, communities, and businesses of British Columbia but none of those benefits will be received by the residents, communities or businesses in Southeast Alaska. But if there are negative environmental impacts from the mines, the residents, communities and businesses of Southeast Alaska will bear the brunt of any damage. These are not small-scale mines and will present significant environmental risks without proper oversight and monitoring.

The Stikine River supports healthy runs of all five Pacific Salmon species and is their major spawning ground in our part of the State. Salmon fishing has grown in importance to our community in recent years, with expanded and modernized investment by our local seafood processing plants and increased landings by our fishermen. A major spill or breach by one of these prospective mines into the Stikine would threaten the livelihoods of many in our community who depend on salmon fishing for their incomes as well as for subsistence.

We understand that the International Joint Commission has responsibility for implementing the Boundary Waters Treaty of 1909 between the U.S. and Canada. We would urge you to explore the process to trigger a Commission review and study of these mines. Given the presence of three U.S. representatives on the Commission, this would give Southeast Alaska communities an opportunity to ensure that our interest in protecting area salmon streams and rivers are considered in any review. Otherwise, we have no say over the management of an activity in another country that could have a harmful impact on our community if it is not done carefully with proper oversight.

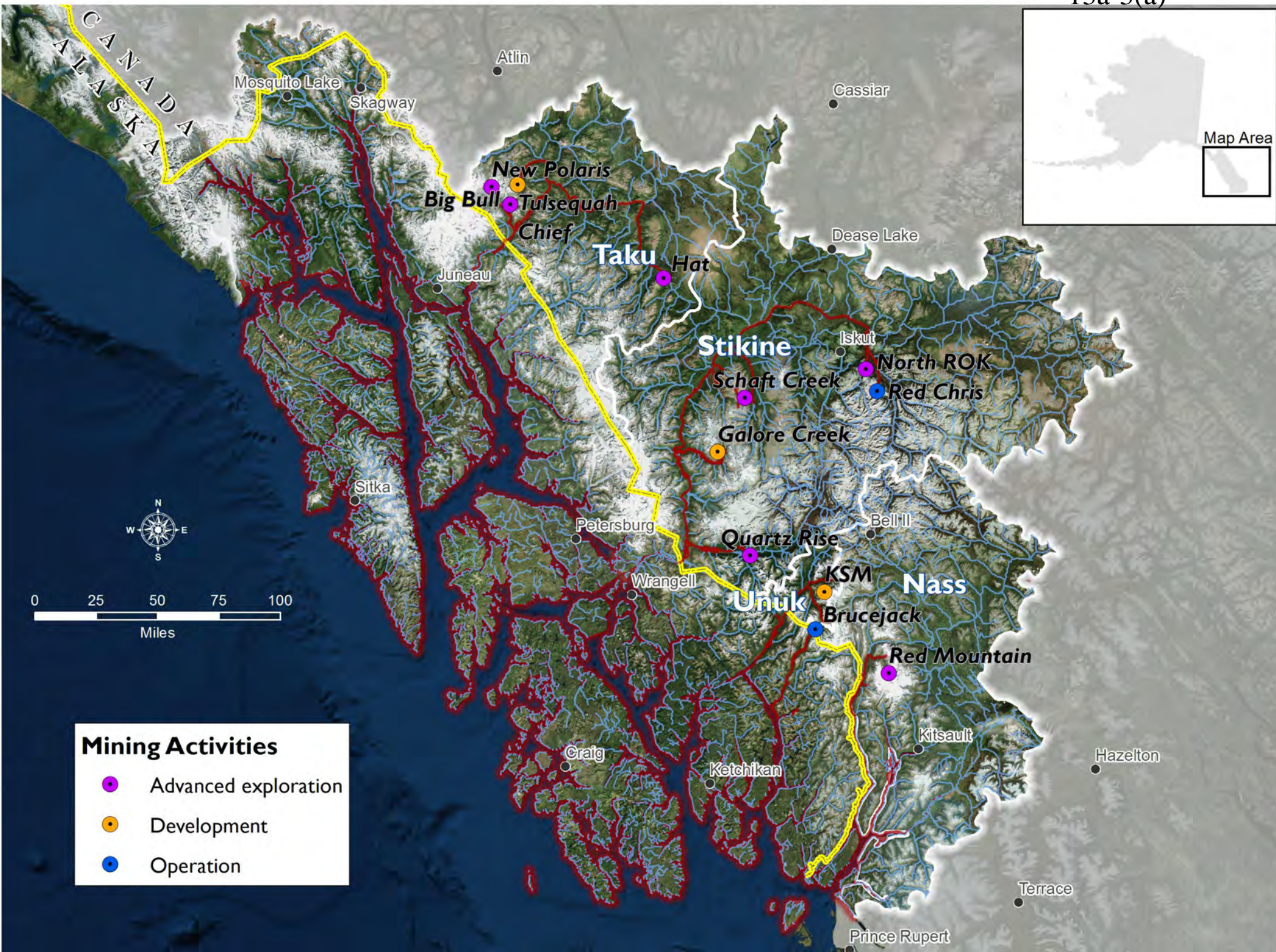
Thank you for considering these views and for being a supporter of Wrangell.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Jack', with a stylized flourish extending from the end.

The Honorable Dave Jack  
Mayor





**Mining Activities**

- Advanced exploration
- Development
- Operation





## **Alaska/B.C. Transboundary Rivers News: new B.C. mines, tailings disposal and B.C. party leadership**

June 13 – July 24, 2017

Greetings everyone,

Developments in the issue of Canadian large-scale mining activity in Alaska/British Columbia (B.C.) watersheds continue to be numerous and fast-paced.

### **New Mine in Operation Upstream of Ketchikan, AK**

On June 20th, the [first gold was poured at Pretivm's Brucejack](#) gold mine approximately 28 miles from the U.S./Canada border in the Unuk River watershed. This and Imperial Metals' Red Chris mine in the Stikine watershed are now the two operating mines of at least ten total proposed and developing mines directly upstream from Southeast Alaska.

### **B.C. OKs KSM to Dump Tailings into Fish-Bearing Headwaters, Alaskans Not Consulted**

One week after Pretivm's first gold pour, Seabridge Gold, owner of the KSM mining project, also in the Unuk River watershed about 20 miles from the U.S./Canada border, [received authorization](#) from the Canadian federal government to dump tailings into the fish-bearing headwaters of the adjacent salmon-rich Nass River watershed. The same regulatory amendment under Canada's federal Fisheries Act was granted to Imperial Metals to dump tailings into fish-bearing streams at the Red Chris tailings facility. [Judith Lavoie of DeSmog Canada writes](#) of the Seabridge Gold authorization: "While the company has pledged to compensate for the loss...and will relocate about 30,000 fish from the affected creeks, Alaskans say they were not consulted, despite a recently-signed Memorandum of Understanding (MOU) between B.C. and Alaska." Commercial fishermen and other Alaskans resent the fact they are going to great pains to protect the salmon on the U.S. side of the border through fishery closures and restrictions, only to have Canada put these same fish at risk on the other side of the border.

### **Thousands of Alaskans Request Enforceable Protections in Comment Period**

June 30th marked the end of a comment period during which the State of Alaska invited feedback on the Alaska/B.C. MOU and Statement of Cooperation (SoC), as well as on the transboundary rivers situation in general. In [letters submitted to Governor Walker](#) and Lieutenant Governor Mallott, a number of organizations that collectively represent thousands of Alaskans, as well as several Alaska State legislators, including [Speaker of the House Bryce Edgmon](#) and House Fisheries Committee Chair Louise Stutes, reiterated their call on the State of Alaska to formally request the U.S. federal government pursue [international, enforceable protections](#) to

ensure Alaskans are not irreparably harmed by upstream Canadian mining.

### **Statement of Cooperation Fails to Notify Alaskans of Pertinent B.C. Mining News**

A number of letters submitted to the State of Alaska also highlight how, despite the SoC, the State of Alaska was not notified by the B.C. government of the potential new buyer for the Tulsequah Chief mine. [The Province](#), [Vancouver Sun](#), [CoastAlaska News](#) and others reported how Alaska Tribal leaders, B.C. First Nations citizens, and Alaska commercial fishermen are dismayed the B.C. government is not cleaning up and closing the beleaguered mine, as indicated by former [B.C. Energy and Mines Minister Bill Bennett](#) (now an executive at junior mining company, Eagle Plains Resources).

### **“GreenDP” Party Control in B.C. Could Lead to Promising Changes in Mining Sector**

B.C. Green party leader, Andrew Weaver, referred to Tulsequah Chief as [“an environmental black eye to B.C.”](#) on the floor of the Legislative Assembly earlier this spring. Under the leadership of NDP Premier John Horgan and a cabinet of new ministers, the [“GreenDP” party officially assumed control of the B.C. provincial government](#) this week, [after sixteen years of Liberal party rule](#). Expectations are high for big changes with this new coalition government, including in the mining sector.

### **Mount Polley Disaster Third Anniversary Approaching**

Finally, August 4th quickly approaches, which will mark the third anniversary of the Mount Polley mine tailings disaster in the Fraser River watershed, as well as the [statute of limitations for certain violations](#) to be filed against the B.C. government and Imperial Metals for this breach. Eyes on both sides of the border will be watching for Premier Horgan’s first moves on this situation.

Best regards,  
Heather Hardcastle  
Salmon Beyond Borders Campaign Director

\*The publications referenced above and other archived AK-B.C. transboundary-related media are [here](#).

**Alaska Dispatch News**

<https://www.adn.com/opinions/2017/08/02/alaska-canada-must-safeguard-fisheries-from-b-c-mining-operations/#>

Opinions

# Alaska, Canada must safeguard fisheries from B.C. mining operations

Authors: Dale Kelley, Rep. Louise Stutes



Legislators and fishing representatives may appear to have very different jobs, but the reality is that we are both charged with looking out for the best interests of the hard-working people we represent. One issue of mutual concern is making sure Alaska communities do not suffer harm from Canadian mines under development in our shared watersheds. And, should the unthinkable occur, we want the responsible parties to clean up the mess and reimburse any losses. Currently, Alaska has no binding agreement with Canada to ensure that happens.

The third anniversary of the Mount Polley mine failure that sent 6.6 billion gallons of water and tailings into the Fraser River watershed is an important reminder of what can go terribly wrong, but is only one example of why Alaska, British Columbia, and our federal governments must develop a robust plan to mitigate any potential damages.

*[\[Alaska and B.C.: Salmon, clean water and good neighbors\]](#)*

Like Alaska, Montana has non-binding cooperative agreements with British Columbia covering a transboundary watershed. Open-pit coal mines sit in the headwaters of the Elk-Kootenai River system that flows from British Columbia to Montana. Since 1984, the water has become so toxic that it's harmed U.S. fish stocks. The U.S. Congress invested \$3 million for research that revealed a flawed water assessment program. A \$100 million state-of-the-art water treatment system failed and plans for a \$600 million replacement are on hold. In the face of documented, chronic pollution, B.C. officials

refused to require meaningful corrective measures from the mine operators, but they did allow four mine expansions.

Last year, British Columbia's auditor general highlighted inadequacies in monitoring of the mines programs, stating there are "too few resources, infrequent inspections, and (a) lack of enforcement." She expressed significant concern about a \$1 billion shortfall in B.C.'s mine reclamation fund.

Canadian economist Robin Allyn provided a powerful briefing to the Alaska State Legislature this year that underscores the need for financial assurances. She emphasized Canadian taxpayers subsidized \$40 million of the Mount Polley cleanup to date and "... liabilities in BC are underestimated and most mine operators are not required to provide full-funding for the reclamation."

British Columbia does not have the means to sufficiently monitor mines and enforce the law; much less fill the funding gaps left when mining companies walk away from their responsibilities. A prime example is the Tulsequah Chief mine near Juneau, which has been leaching acid runoff since the 1950s.

The Kerr-Sulphurets-Mitchell (KSM) gold and copper project site is located in the Unuk River watershed about twenty miles from Alaska. Huge tailings dams will be placed near the Nass River; two creeks will be destroyed and resident fish stocks relocated. Once in operation, KSM will be the largest open-pit mine in North America.

[\[British Columbia officials try to smooth over mining dispute during Juneau trip\]](#)

Transboundary Rivers are important to both Alaska and Canadian fishermen. In recent years the troll fishery has been managed to help boost Unuk River king salmon. This year, low productivity of Southeast king salmon forced restrictions in all fisheries, with some anglers and all trollers standing down for large periods of the season. The Taku, Stikine and Nass rivers are subject to the Pacific Salmon Treaty and fisheries are managed accordingly. Red Chris and other large mines along the Stikine River pose risks to long-term water quality, as does the abandoned Tulsequah Chief in the Taku River drainage. Any negative impacts will reverberate across the region and state.

Southeast Alaska is home to seven of the nation's top fishing ports; more resident commercial fishermen and processors live here than anywhere else in Alaska. Seafood provides 20 percent of the region's jobs and injects \$1 billion into Alaska's economy each year. Guided sportfishing, personal use, and subsistence fishermen number in the thousands and these important users also contribute significantly to the state's economic and social well-being.

The state of Alaska and fishermen on both sides of the border take great pains to protect the fish they harvest, yet the B.C. government is adding risk during the most vulnerable stages of the salmon life cycle. So far there is no commitment that habitat remediation will occur, or that Alaska's losses will be covered in the event of catastrophic mine failure, toxic leaching, persistent pollution, or other mine-related disturbances that could occur in any of these critical watersheds.

This is as much an economic issue as an environmental one for Alaska and the people we represent. It is imperative that we secure binding financial commitments between the United States and Canadian governments to protect the citizens of this state and British Columbia.

**Rep. Louise Stutes** serves Alaska House District 32, which includes Kodiak, Cordova and Yakutat.

**Dale Kelley** is executive director of the Alaska Trollers Association and fishes out of Craig.

**Summary of Brief**

# **Canadian Mines on Transboundary Rivers The Need for Financial Assurances**

**prepared by Robyn Allan, Independent Economist  
in support of House Joint Resolution 9**

**March 16, 2017**

A detailed brief has been prepared and submitted in support of the Alaska State Legislative Hearing on House Joint Resolution 9 (HJR 9). To assist the Committee the following is a summary of the conclusions from that brief.

Notwithstanding the recently signed Statement of Cooperation between the British Columbia and Alaska governments, the State of Alaska cannot rely upon the Province of British Columbia to adequately protect downstream interests threatened by upstream mining activity that has been, or will be, permitted and is regulated by the BC Ministry of Energy and Mines and the BC Ministry of Environment.

As recommended in HJR 9, the Canadian and US governments must work together to investigate the current and long-term impacts of mining in British Columbia and develop measures to ensure downstream resources are not harmed. In particular, a fulsome and effective financial assurances regime is needed in British Columbia to protect the environment, guarantee reclamation of mine sites, and in the event unintended major or catastrophic pollution occurs, ensure cleanup, remediation and financial compensation for those affected.

The environmental assessment, monitoring and compliance of British Columbia's mining sector is dysfunctional. It places the environment and the public on both sides of the Canadian and US borders at serious long term risk.

Assurances from the government of British Columbia that these risks are being addressed are effectively without substance.

The laudable goals of the recently signed Statement of Cooperation cannot be achieved under BC's current regulatory regime.

There exists an urgent need for a robust financial assurances framework in British Columbia.



Beyond a guarantee that the polluter will pay for harm the polluter creates, an effective financial assurances regime provides a myriad of benefits to the economy and society.

When companies are required to prove up front that they are fully capable of meeting their environmental impact obligations for reclamation and unintended environmental harm events:

1. companies are incentivized to adopt best available practices and best available technologies;
2. operators release less hazardous waste over the mine's life;
3. fewer accidents occur and the consequence of those that happen are reduced;
4. fewer bankruptcies occur; and
5. reclamation, clean-up, remediation and compensation is provided in a more timely and fulsome manner reducing ultimate harm and cost.

These additional benefits mean that financial assurances have an extremely important role to play in the broader goal of environmental protection. An effective financial assurances system protects the environment because it incentivizes pollution prevention. A robust financial assurances regime, therefore, is integral to any regulatory regime that seeks to protect the environment.

But in order that a financial assurances regime to work:

- i) reclamation estimates must be reliable;
- ii) reclamation liabilities must be fully funded; and
- iii) the risk of major or catastrophic events must be evaluated up front and the mine operator be required to prove access to financial resources to respond to, and compensate for, damage caused by such events.

BC's financial assurances regime fails on all accounts.

Mine reclamation liabilities in BC are underestimated and most mine operators are not required to provide full-funding for the reclamation obligations that are estimated.

For example, Teck Resources is the largest mining company in BC with 6 operating and 7 closed mines.

Teck also operates the Red Dog Mine in Alaska. Red Dog is expected to require water treatment in perpetuity. These costs are required to be incorporated in the reclamation estimate filed with the State of Alaska. Teck has fully funded its \$558 million reclamation liability obligation at Red Dog by posting a bond with the State.

The Province of BC estimates Teck's reclamation liability for its 13 mines at \$1.4 billion (Canadian), but requires only \$510 million (Canadian) in bonding. The \$1.4 billion (Canadian) reclamation estimate excludes significant requirements for ongoing water treatment such as those at Teck's coal mining sites in the Elk Valley. Teck's in perpetuity liabilities are likely underestimated by hundreds of millions of dollars.

When it comes to unintended events, such as the Mount Polley tailings breach, there is no requirement for mandatory financial assurances in BC. Protection of the public interest against mine related pollution events is left to the discretion of the mine operator.

The Province of BC only need adopt the Alaskan model for reclamation estimation and bonding to bring its reclamation system more in line with a comprehensive and robust approach. This can be done through government policy direction since estimation and funding requirements are at the discretion of the Chief Inspector of Mines.

Regarding mandated assurances for unintended environmental harm, the government of British Columbia has endorsed government of Canada programs which could readily be applied to BC's mining sector.

Regrettably, the Province of BC does not intend to enhance the requirements of its subpar system despite recommendations in recent reports released by the BC Auditor General and the Union of BC Indian Chiefs. Further action as contemplated in HJR 9 is required if BC is to address the serious shortcomings in its financial assurances regime and if the environment and the public on both sides of the border are to be protected.

There are six recommendations included in the brief prepared for the Committee, that, if followed, would provide a robust financial assurances regime in British Columbia that would protect the environment and, in the event of unintended environmental harm, properly compensate those impacted. These are:

1. the development of accurate reclamation estimates that include water treatment;
2. transparency and accountability in the preparation of reclamation cost estimates along with an opportunity for public review and comment of the proposed plan and costs;
3. full security posted to fund reclamation costs at time of permit;

4. financial assurances for unexpected environmental harm events for all mines (closed and operating) based on an independent risk assessment;
5. an industry funded pool for reclamation costs not met by mine operators and/or the costs and compensation related to unintended environmental accidents in the event the required mine operator financial assurances are insufficient; and
6. the establishment of a fair and fulsome claims settlement process.

The Province of British Columbia refuses to assume responsibility to adequately protect downstream interests threatened by upstream mining activity by introducing much needed reforms to the regulation of mining activities in the Province, particularly as they relate to the introduction of a fulsome and effective financial assurances regime. Therefore, House Joint Resolution 9 requesting that the Canadian and US governments work together to investigate the current and long-term impacts of mining in British Columbia and develop measures to ensure downstream resources are not harmed, is timely and necessary.

**PROMPT ACTION NEEDED TO PROTECT ALASKA RIVERS, JOBS, AND WAY OF LIFE**

**The Issue:** The Taku, Stikine and Unuk are world-class transboundary rivers that originate in Northwest British Columbia (B.C.) and flow into Southeast Alaska. These iconic salmon rivers and their watersheds (roughly the size of Maine) have been centers of culture, commerce and biodiversity for thousands of years. These rivers account for \$48 million in economic activity annually, including multiplier effects, and are integral to the overall \$1 billion annual commercial fishing industry and \$1 billion annual tourism industry in Southeast Alaska. Virtually all the U.S. portions of these watersheds have the highest level of U.S. federal protection, but B.C. pursues large-scale, hard rock mining development near the Canadian headwaters of these rivers. At least ten large-scale open-pit and underground metal mines are in various stages of proposal, permitting or operation. Most of these B.C. mines sit on acid-generating deposits, have large tailings dams, and require water treatment in perpetuity. The Tulsequah Chief mine has been polluting the Taku watershed with acid mine drainage since 1957, and despite offerings of sympathy, B.C. has yet to act to stem this ongoing pollution. Further, the B.C. government authorized the Red Chris mine to open in the Stikine watershed only months after a massive the tailings disaster in the Fraser River watershed at its sister mine, Mount Polley. In addition, the proposed KSM mine—one of the world’s largest—would be just 19 miles from the U.S.-Canada border in the Unuk River watershed.

**The Problem:** Alaskans fear that the sheer scale and number of these B.C. mining projects will result in irreparable harm to our way of life, clean water, fisheries, culture, and jobs in these highly productive transboundary watersheds. Moreover, we find recent reports gravely concerning: the [B.C. Auditor General’s 2016 scathing review](#) of mining compliance and enforcement in the province, the [expert findings that tailings dam failures are increasing](#) in frequency and magnitude, and the [conclusions of financial analysts](#) that B.C. has encouraged environmentally risky mines and created a \$1.5 billion taxpayer liability in the province. This matter simply cannot be fully addressed through the existing non-binding Alaska-B.C. Statement of Cooperation on Protection of Transboundary Waters, finalized on October 6, 2016. This international situation warrants international agreements, consistent with the U.S.-Canada Boundary Waters Treaty of 1909 (BWT), with enforceable protections for rivers, jobs and ways of life for thousands of Alaskans.

**Action Under the Boundary Waters Treaty:** Tens of thousands of Americans, including the [Alaska congressional delegation](#), the [Washington State U.S. Senate delegation](#), and over 100 national and local Tribal organizations, municipalities, and fishing organizations are now calling on the U.S. federal government to work with the Canadian federal government to arrive at an international solution to this international problem. The BWT is an effective and historically tested means of proactively dealing with this kind of transboundary issue—an issue that has the potential for wiping out American resources and jobs, and will have devastating consequences for the U.S.-Canada relationship if not addressed promptly. In this context, Alaskans and British Columbians have the following mutual concerns that need to be addressed:

- (a) 3-5 years of baseline water quality and fish/wildlife data needs to be independently conducted prior to mines receiving permits to operate in transboundary watersheds
- (b) an independent assessment of the potential cumulative impacts of proposed and operating mines on the water quality/quantity of shared rivers needs to be funded and conducted immediately
- (c) indigenous communities must be meaningfully involved in all phases of mine development
- (d) a robust financial assurances regime to cover the costs of all mining impacts in transboundary watersheds, and an arbitration process for filing and settling claims, needs to be created
- (e) monitoring in perpetuity needs to be funded and independently conducted in shared watersheds

Tens of thousands of Americans and Canadians ultimately request a binding international framework, consistent with the BWT, that ensures to the satisfaction of both the United States and Canada that shared waters are not harmed.





# Agenda Item 13b

## CITY & BOROUGH OF WRANGELL

**BOROUGH ASSEMBLY  
AGENDA ITEM  
September 26, 2017**

**INFORMATION:**

**PROPOSED RESOLUTION No. 09-17-1379:** A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, SUPPORTING THE UNITED STATES SENATE BILL 1323, YOUNG FISHERMEN'S DEVELOPMENT ACT

**Attachments:**

1. **Proposed Resolution No. 09-17-1379**
2. Memo from Manager Von Bargaen
3. US Senate Bill 1323
4. Press Release Re: Senate Bill 1323 from the Alaska Delegation

**RECOMMENDED ACTION:**

Move to adopt Resolution No. 09-17-1379, supporting the United States Senate Bill 1323, Young Fishermen's Development Act.



## CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 09-17-1379

A RESOLUTION OF THE BOROUGH ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA SUPPORTING UNITED STATES SENATE BILL 1323, THE YOUNG FISHERMEN'S DEVELOPMENT ACT OF 2017

**WHEREAS**, the “graying” of Alaska’s commercial fishing fleet is a known issue for the state potentially jeopardizing the future of this essential industry; and

**WHEREAS**, Alaska produces over 50% of the U.S. seafood; and

**WHEREAS**, commercial fishing is one of the most important Alaska statewide and local economic industries supporting over sixty thousand jobs; and

**WHEREAS**, Alaska commercial fishing provides local food security, and significantly contributes to the global food supply, including U.S. exports; and

**WHEREAS**, breaking into the commercial fishing industry as a young person is very difficult; and

**WHEREAS**, the initial investment and knowledge base required for start-up as a commercial fisherman can be prohibitive to overcome; and

**WHEREAS**, various forms of limited entry have significantly increased the capital cost of entry into fishing; and

**WHEREAS**, acquiring the diverse skill set associated with commercial fishing, including navigation, seamanship, mechanical/engine repair, electronics, biology, environmental sustainability, product care, primary processing, value added processing, safety, and employee and financial management, can be very difficult to acquire.

**WHEREAS**, development programs to assist young fishermen are extremely important for maintaining the integrity and competitiveness of the Alaskan, and national commercial fishing fleets; and

**WHEREAS**, this Act provides essential federal funding that will leverage the knowledge, programs and resources available from Tribal and Alaska Native organizations, statewide educational institutions and trade organizations.

**NOW, THEREFORE**, BE IT RESOLVED BY THE WRANGELL ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, THAT:

SECTION 1: The City and Borough of Wrangell supports United States Senate Bill 1323, the Young Fishermen’s Development Act of 2017.

SECTION 2: The City and Borough of Wrangell thanks Senators Sullivan, Murkowski, Markey and Cantwell for their vision and support for this vital industry.

SECTION 3: This resolution takes effect immediately upon passage and approval. It shall be one of the Borough’s 2018 Federal Legislative Priorities.

ADOPTED: September 26, 2017

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David L. Jack, Mayor

ATTEST: \_\_\_\_\_

Kim Lane, MMC, Borough Clerk

**MEMORANDUM**

**TO:** HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY  
CITY AND BOROUGH OF WRANGELL

**FROM:** LISA VON BARGEN, BOROUGH MANAGER

**SUBJECT:** APPROVAL OF RESOLUTION 09-17-1379 SUPPORTING UNITED STATES  
SENATE BILL 1323, YOUNG FISHERMEN'S DEVELOPMENT ACT OF  
2017

**DATE:** September 19, 2017

**BACKGROUND**

At the last meeting Assembly Member Decker introduced the Assembly and Administration to US Senate Bill 1323, the Young Fishermen's Development Act of 2017. This bill, primarily sponsored by Senator Sullivan, and co-sponsored by Senators Murkowski, Markey and Cantwell, provides a funding foundation for development programs for young people to enter into the commercial fishing industry. It is commonly known that the Alaska commercial fishing fleet is "aging" without enough new people coming "up through the ranks." This act serves to help this on a national level by allocating \$2 million annually for five years for matching grants for program development for training and assistance.

Commercial fishing is of significant importance to the Wrangell economy. This Act will help support the continuity of commercial fishing in Alaska, and nationally. Administration wholeheartedly recommends approval of this resolution.

**RECOMMENDATION**

Approve Resolution 09-17-1379 Supporting United States Senate Bill 1323, Young Fishermen's Development Act of 2017.

**ATTACHMENTS**

1. Resolution 09-17-1379
2. US Senate Bill 1323
3. Press Release Re: Senate Bill 1323 from the Alaska Delegation

115TH CONGRESS  
1ST SESSION

# S. 1323

To preserve United States fishing heritage through a national program dedicated to training and assisting the next generation of commercial fishermen, and for other purposes.

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## IN THE SENATE OF THE UNITED STATES

JUNE 8, 2017

Mr. SULLIVAN (for himself, Ms. MURKOWSKI, Mr. MARKEY, and Ms. CANTWELL) introduced the following bill; which was read twice and referred to the Committee on Commerce, Science, and Transportation

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## A BILL

To preserve United States fishing heritage through a national program dedicated to training and assisting the next generation of commercial fishermen, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Young Fishermen’s  
5 Development Act of 2017”.

6 **SEC. 2. DEFINITIONS.**

7 In this Act:

1           (1) SEA GRANT INSTITUTION.—The term “Sea  
2           Grant Institution” means a sea grant college or sea  
3           grant institute, as those terms are defined in section  
4           203 of the National Sea Grant College Program Act  
5           (33 U.S.C. 1122).

6           (2) YOUNG FISHERMAN.—The term “young  
7           fisherman” means an individual who—

8                   (A)(i) desires to participate in the commer-  
9                   cial fisheries of the United States, including the  
10                  Great Lakes fisheries;

11                   (ii) has worked as a captain, crew member,  
12                   deckhand, or other at-sea position on a com-  
13                   mercial fishing vessel for not more than 10  
14                   years of cumulative service; or

15                   (iii) is a beginning commercial fisherman;

16                  and

17                   (B) is less than 35 years of age.

18 **SEC. 3. ESTABLISHMENT OF PROGRAM.**

19           (a) IN GENERAL.—The Secretary of Commerce, act-  
20           ing through the National Sea Grant Office, shall establish  
21           a program to provide training, education, outreach, and  
22           technical assistance initiatives for young fishermen.

23           (b) DESIGNATION.—The program established under  
24           subsection (a) shall be known as the “Young Fishermen’s  
25           Development Grant Program”.

1 **SEC. 4. GRANTS.**

2 (a) IN GENERAL.—In carrying out the Young Fisher-  
3 men’s Development Grant Program (referred to in this  
4 section as the “Program”), the Secretary shall make com-  
5 petitive grants to support new and established local and  
6 regional training, education, outreach, and technical as-  
7 sistance initiatives for young fishermen, including pro-  
8 grams, workshops, and services relating to—

9 (1) seamanship, navigation, electronics, and  
10 safety;

11 (2) vessel and engine care, maintenance, and  
12 repair;

13 (3) innovative conservation fishing gear engi-  
14 neering and technology;

15 (4) sustainable fishing practices;

16 (5) entrepreneurship and good business prac-  
17 tices;

18 (6) direct marketing, supply chain, and  
19 traceability;

20 (7) financial and risk management, including  
21 vessel, permit, and quota purchasing;

22 (8) State and Federal legal requirements for  
23 specific fisheries, including reporting, monitoring, li-  
24 censes, and regulations;

25 (9) State and Federal fisheries policy and man-  
26 agement;



1           (10) mentoring, apprenticeships, or internships;  
2           and

3           (11) any other activities, opportunities, or pro-  
4           grams as determined appropriate by the Secretary.

5           (b) ELIGIBILITY.—

6           (1) APPLICANTS.—To be eligible to receive a  
7           grant under the Program, the recipient must be a  
8           collaborative State, Tribal, local, or regionally based  
9           network or partnership of public or private entities,  
10          which may include—

11                   (A) a Sea Grant Institution;

12                   (B) a Federal, State, or tribal agency;

13                   (C) a community-based or nongovern-  
14                   mental organization;

15                   (D) fishermen’s cooperatives or associa-  
16                   tions, including permit banks and trusts;

17                   (E) Alaska Native corporations;

18                   (F) a college or university (including an in-  
19                   stitution awarding an associate’s degree), or a  
20                   foundation maintained by a college or univer-  
21                   sity; or

22                   (G) any other appropriate entity as deter-  
23                   mined by the Secretary.

24           (2) PARTICIPANTS.—All young fishermen seek-  
25           ing to participate in the commercial fisheries of the

1 United States and the Great Lakes are eligible to  
2 participate in the activities funded through grants  
3 provided for in this section, except that participants  
4 in such activities shall be selected by each grant re-  
5 cipient.

6 (c) MAXIMUM TERM AND AMOUNT OF GRANT.—

7 (1) IN GENERAL.—A grant under this section  
8 shall—

9 (A) have a term of no more than 3 fiscal  
10 years; and

11 (B) be in an amount that is not more than  
12 \$200,000 for each fiscal year.

13 (2) CONSECUTIVE GRANTS.—An eligible recipi-  
14 ent may receive consecutive grants under this sec-  
15 tion.

16 (d) MATCHING REQUIREMENT.—To be eligible to re-  
17 ceive a grant under this section, a recipient shall provide  
18 a match in the form of cash or in-kind contributions in  
19 the amount equal to or greater than 25 percent of the  
20 funds provided by the grant.

21 (e) REGIONAL BALANCE.—In making grants under  
22 this section, the Secretary shall, to the maximum extent  
23 practicable, ensure geographic diversity.

24 (f) PRIORITY.—In awarding grants under this sec-  
25 tion, the Secretary shall give priority to partnerships and

1 collaborations that are led by or include nongovernmental  
2 fishing community-based organizations and school-based  
3 fisheries educational organizations with expertise in fish-  
4 eries and sustainable fishing training and outreach.

5 (g) COOPERATION AND EVALUATION CRITERIA.—In  
6 carrying out this section and especially in developing cri-  
7 teria for evaluating grant applications, the Secretary shall  
8 cooperate, to the maximum extent practicable, with—

9 (1) Sea Grant Institutions and extension agents  
10 of such institutions;

11 (2) community-based and nongovernmental  
12 fishing organizations;

13 (3) Federal and State agencies, including Re-  
14 gional Fishery Management Councils established  
15 under the Magnuson-Stevens Fishery Conservation  
16 and Management Act (16 U.S.C. 1851 et seq.);

17 (4) colleges and universities with fisheries ex-  
18 pertise and programs; and

19 (5) other appropriate partners as determined by  
20 the Secretary.

21 (h) PROHIBITION.—A grant under this section may  
22 not be used to purchase any fishing license, permit, quota,  
23 or other harvesting right.

1 **SEC. 5. FUNDING.**

2 (a) **IN GENERAL.**—Of the amount made available to  
3 the Secretary of Commerce under section 311(e) of the  
4 Magnuson-Stevens Fishery Conservation and Manage-  
5 ment Act (16 U.S.C. 1861(e)) for each of fiscal years  
6 2018 through 2022, the Secretary shall use \$2,000,000  
7 to carry out section 4 of this Act.

8 (b) **PROPORTIONAL ALLOCATION.**—The amount obli-  
9 gated under this section each fiscal year for activities in  
10 each fishery management region shall be in the same pro-  
11 portion as the portion of the total amount obligated under  
12 this section for that fiscal year that was collected in that  
13 region.

○



**MEDIATE RELEASE**

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**Contact:**

Mike Anderson (Sullivan), 202.224.6727

Giselle Barry (Markey), 202.224.2742

Karina Petersen (Murkowski), 907.350.5102

Bryan Watt (Cantwell), 202.224.3441

## **Senators Introduce Young Fishermen’s Development Act**

**WASHINGTON, DC** – U.S. Senators Dan Sullivan (R-AK), Edward J. Markey (D-MA), Lisa Murkowski (R-AK), and Maria Cantwell (D-WA) yesterday introduced the *Young Fishermen’s Development Act*, legislation to mitigate the challenges facing new entrants into the fishing industry and bolster recruiting by coordinating existing regional training opportunities and implementing a new apprenticeship program.

“Fishing employs more Alaskans than any other industry in the state, but high barriers and costs remain for newer generations attempting to fill the ranks of this vital sector of our economy,” **said Senator Dan Sullivan**. “This legislation will coalesce regional efforts to lower these barriers through new grants, training opportunities and an apprenticeship program that will help harness the experience of seasoned fishermen. Replenishing the stocks of qualified stewards of our fisheries will help ensure Alaska remains the superpower of seafood.”

“For centuries, fishing has been at the heart of coastal communities in Massachusetts but it is an increasingly challenging one for new fishermen to join,” **said Senator Edward J. Markey**. “This legislation will help make

sure that our fishing industry continues to attract future generations of fishermen. These training programs will help young men and women be able to push off the dock into new careers and make vital economic contributions to their communities.”

“This legislation is an important step in addressing some of the barriers facing young people trying to join the commercial fishing fleet,” **said Senator Lisa Murkowski**. “Through support of training, education, and workplace development, it is my hope that we can pass down the values and lifestyles that fishing creates. Fishermen are woven into the fabric of our communities in Alaska, so we must ensure that we nurture the incoming generations. I am proud to support our young fishermen.”

“Good fisheries management and investments like stock assessments and new vessels are all crucial to the economic success of our fishing industry—but we also need to make investments in the next generation of fishermen,” **said Senator Maria Cantwell**. “This bill would support training and resources for young fishermen looking to access the fishing industry, develop sustainable fishing careers, and support their families. Ensuring generations of fishermen can keep fishing is critical to strengthening our coastal economies.”

"As one of those dependent on the long-term success of our working waterfronts, I'm very grateful to Senator Sullivan and Senator Murkowski for supporting legislation that recognizes the challenges today's fishermen face," **said Hannah Heimbuch**, an Alaska commercial fisherman and staff for the Alaska Marine Conservation Council. "By supporting independent fishermen with this action, we now have an opportunity to bolster American food security and the health of coastal communities."

“The growing bipartisan momentum behind this bill is very encouraging and shows that leaders in both parties understand that fishermen in today’s world need to know a lot more than simply how to fish,” said **John Pappalardo**, CEO of the Cape Cod Commercial Fishermen’s Alliance. “We appreciate Senator Markey’s leadership in getting this program off the ground because it will give the next generation of fishermen training in fisheries management, business planning and market development tools they’ll need to make a good living bringing sustainable seafood to Americans.”

The Young Fishermen’s Development Program would include:

- Competitive grants program for collaborative state, tribal, local, or regionally based networks or partnerships.
- A mentorship/apprenticeship program to connect retiring fishermen and vessel owners with new and beginning fishermen.
- Provide financial support for local and regional training and education in sustainable and accountable fishing practices and marine stewardship, business practices, and technical initiatives that address the needs of beginning fishermen.
- \$2 million annual authorization for 6 years for program implementation.

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# Agenda Item 13c

## CITY & BOROUGH OF WRANGELL

**BOROUGH ASSEMBLY  
AGENDA ITEM  
September 26, 2017**

**INFORMATION:**

Approval of a Professional Services Agreement with Shannon & Wilson, Inc. for a Groundwater Desktop study

**Attachments:**

1. Memo from Amber Al-Haddad, PW Director
2. Cost Proposal from Shannon & Wilson, Inc., dated 9-13-17

**RECOMMENDED ACTION:**

Move to approve a Professional Services Agreement with Shannon & Wilson for Groundwater Desktop Study in the amount of \$8,055, funded from Water Department's Capital Improvement Expenditures.

**MEMORANDUM**

**TO:** HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY  
CITY AND BOROUGH OF WRANGELL

**FROM:** AMBER AL-HADDAD, PUBLIC WORKS DIRECTOR

**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH SHANNON & WILSON,  
INC. FOR GROUNDWATER DESKTOP STUDY

**DATE:** September 19, 2017

**BACKGROUND**

Included in the CBW's objective to managing Wrangell's drinking water system is the reliability of our water source capacity to meet future growth and long-term demands.

At the request of the CBW, Shannon & Wilson has prepared a proposal to perform a groundwater study related to the probability that a groundwater source exists to supplement Wrangell's drinking water surface water supply. This is a desktop study whereby the consultant will analyze and provide an overview of the geological data in Wrangell. The consultant will develop their assessment based on relevant, publicly-available records, including geological maps, topo maps, DNR historical well logs, USGS studies, any available airborne geophysical surveys, and discussions with hydrogeologist professionals in the groundwater field. No physical on-site investigations are scheduled to be performed under the desktop study.

Shannon & Wilson's desktop report will provide a general understanding of the Wrangell Island study area with the intention of identifying activity which may indicate the potential for a groundwater source to be present. Their study will address the following:

- Review previous studies of groundwater resources in Wrangell.
- Provide a review of all Wrangell water wells previously registered with DNR.
- Provide an overview of the geological data in Wrangell, along with a description of the characteristics related to its use as a groundwater supply source.
- Develop an estimate for the minimum and maximum sustainable water supply capacity for a potential aquifer in Wrangell. Describe the process and assumptions necessary to derive this value, along with a level of confidence in the accuracy of the estimate.
- Review the location of a plausible groundwater source for integrating a new water source into the existing public water treatment and distribution infrastructure.
- Examine the possibility of using monitoring wells to provide assessment on the status of the aquifer over time.
- Provide examples of regulatory and land use measures used by other communities in Alaska to assure the availability of a well water supplies for the public water system.
- Provide a report summarizing conditions and expectations as a result of this study.

The proposal from Shannon & Wilson is \$8,055. This is within the Manager's spending authority. Because this item is one of the component pieces of a potential water solution, and it is the Assembly's number one priority, it is being brought before you for approval.

This expenditure requires transferring funds, which is a budget adjustment. As a friendly reminder, all budget adjustments are now being done by resolution. The resolution transferring the money to cover this expenditure follows on the agenda.

**FISCAL NOTE:**

Expenditure Required:	\$8,055
To Account Number:	72000-302-7900
Amount Budgeted:	\$0 – Being Transferred from Reserves, by Resolution

**RECOMMENDATION**

Move to approve a Professional Services Agreement with Shannon & Wilson for Groundwater Desktop Study in the amount of \$8,055, funded from Water Department's Capital Improvement Expenditures.

**ATTACHMENTS**

1. Shannon & Wilson, Inc. Proposal for Groundwater Study, Wrangell, Alaska dated September 13, 2017.



ALASKA  
CALIFORNIA  
COLORADO  
FLORIDA  
MISSOURI  
OREGON  
WASHINGTON  
WISCONSIN

September 13, 2017

City and Borough of Wrangell  
PO Box 531  
Wrangell, Alaska 99929

Ms. Amber Al-Haddad, Director of Public Works

**RE: PROPOSAL FOR GROUNDWATER STUDY, WRANGELL, ALASKA;**

We are pleased to submit herein our proposed scope and fee for conducting a groundwater study for the City of Wrangell. We understand that the current source of drinking water is from two reservoirs located south of the City. We understand that the average daily demand is currently about 600 gallons per minute (gpm) with a peak demand of about 1,000 gpm. The purpose of this study is to evaluate the potential of developing a groundwater supply that can supplement or replace the current surface water supply.

**SCOPE OF SERVICES**

This study will be completed using existing, public information. We anticipate that the main sources available include the Alaska Department of Natural Resources (DNR) Well Tracking List (WELTS) and historical United States Geological Survey studies. We will also interview professionals in the groundwater field such as the DNR's hydrogeologist. In addition to the available groundwater public information, we will review geologic mapping of the Core Area (Airport to Six Mile) and the remaining island for likely areas for groundwater extraction.

The gathered information will be summarized in a letter report. The report will include references of the materials used, nearby well logs, and summaries of the interviews conducted. In the report, we will make conclusions about the expected production from a well or well-field and recommendations for additional studies, if warranted. We will also discuss the use of monitoring wells to evaluate an aquifer over time and provide a discussion on water rights in Alaska.

Ms. Amber Al-Haddad  
City of Wrangell  
September 13, 2017  
Page 2 of 2

SHANNON & WILSON, INC.

### **SCHEDULE**

We anticipate that it will take approximately two weeks to gather the existing information and conduct the planned interviews. A draft of our summary letter should be available for your review approximately five weeks after authorization.

### **ESTIMATED COST AND FEE BASIS**

We are prepared to undertake the work on a time and materials basis as outlined on the attached summary cost estimate. We will not exceed the maximum quoted value in our estimate without your prior approval. To clarify the nature of our work, we have also enclosed for your use *Important Information about your Geotechnical/Environmental Proposal*. The terms of our service are Shannon & Wilson's Standard Terms and Conditions. If you have any questions or comments or wish to revise the scope of our services, please contact the undersigned at (907) 433-3214. We look forward to the opportunity to continue to work with you on this project.

Sincerely,

**SHANNON & WILSON, INC.**

Stafford Glashan  
Senior Engineer III

Encl: Cost Summary  
Important Information About Your Geotechnical/Environmental Proposal  
Standard General Terms and Conditions

## SUMMARY COST ESTIMATE

## WRANGELL GROUNDWATER STUDY

COST

## 1. Research Existing Information

\$4,200

## Shannon &amp; Wilson

Senior Engineer III	30	hrs. @	\$140 per hr.	=	\$4,200
ADNR WELTS Files	4				
Interview DNR Hydrogeologist	2				
Review Core Area Geology	4				
Review Remaining Island Geology	8				
Review ADEC Contaminated Sites Files	4				
Review Existing Reports (USGS/DGGS, etc)	8				

## 2. Summary Letter

\$3,855

## Shannon &amp; Wilson

Principal	1	hr. @	\$215 per hr.	=	\$215
Associate	2	hrs. @	\$160 per hr.	=	\$320
Senior Engineer III	14	hrs. @	\$140 per hr.	=	\$1,960
Geologist IV	12	hrs. @	\$100 per hr.	=	\$1,200
Clerical	2	hrs. @	\$55 per hr.	=	\$110
S&W Expenses (Phone/Reproduction)	1	lump sum @	\$50 ea.	=	\$50

**TOTAL:** \$8,055





Date: September 7, 2017

To: City of Wrangell

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## **IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL/ENVIRONMENTAL PROPOSAL**

More construction problems are caused by site subsurface conditions than any other factor. The following suggestions and observations are offered to help you manage your risks.

### **HAVE REALISTIC EXPECTATIONS.**

If you have never before dealt with geotechnical or environmental issues, you should recognize that site exploration identifies actual subsurface conditions at those points where samples are taken, at the time they are taken. The data derived are extrapolated by the consultant, who then applies judgment to render an opinion about overall subsurface conditions; their reaction to construction activity; appropriate design of foundations, slopes, impoundments, and recovery wells; and other construction and/or remediation elements. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no consultant, no matter how qualified, and no subsurface program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

### **DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.**

The nature of subsurface explorations—the types, quantities, and locations of procedures used—in large measure determines the effectiveness of the geotechnical/environmental report and the design based upon it. The more comprehensive a subsurface exploration and testing program, the more information it provides to the consultant, helping to reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered.

Developing a proper subsurface exploration plan is a basic element of geotechnical/environmental design, which should be accomplished jointly by the consultant and the client (or designated professional representatives). This helps the parties involved recognize mutual concerns and makes the client aware of the technical options available. Clients who develop a subsurface exploration plan without the involvement and concurrence of a consultant may be required to assume responsibility and liability for the plan's adequacy.

### **READ GENERAL CONDITIONS CAREFULLY.**

Most consultants include standard general contract conditions in their proposals. One of the general conditions most commonly employed is to limit the consulting firm's liability. Known as a "risk allocation" or "limitation of liability," this approach helps prevent problems at the beginning and establishes a fair and reasonable framework for handling them, should they arise.

Various other elements of general conditions delineate your consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, thereby helping all parties recognize who is responsible for different tasks. In all cases, read your consultant's general conditions carefully and ask any questions you may have.

### **HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.**

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a consultant's report. To help avoid misinterpretations, retain your consultant to work with other project design professionals who are affected by the geotechnical/environmental report. This allows a consultant to explain report implications to design professionals affected by them, and to review their plans and specifications so that issues can be dealt with adequately. Although some other design professionals may be familiar with geotechnical/environmental concerns, none knows as much about them as a competent consultant.

## **OBTAIN CONSTRUCTION MONITORING SERVICES.**

Most experienced clients also retain their consultant to serve during the construction phase of their projects. Involvement during the construction phase is particularly important because this permits the consultant to be on hand quickly to evaluate unanticipated conditions, to conduct additional tests if required, and when necessary, to recommend alternative solutions to problems. The consultant can also monitor the geotechnical/environmental work performed by contractors. It is essential to recognize that the construction recommendations included in a report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site.

Because actual subsurface conditions can be discerned only during earthwork and/or drilling, design consultants need to observe those conditions in order to provide their recommendations. Only the consultant who prepares the report is fully familiar with the background information needed to determine whether or not the report's recommendations are valid. The consultant submitting the report cannot assume responsibility or liability for the adequacy of preliminary recommendations if another party is retained to observe construction.

## **REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.**

If you have requested only a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of contamination by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice to always have a site reviewed from an environmental viewpoint. A consultant cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

## **ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.**

A geotechnical/environmental investigation will sometimes disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, or statutory or common law, to notify you and others of these conditions.

## **RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.**

Your consulting firm is familiar with several techniques and approaches that can be used to help reduce risk exposure for all parties to a construction project, from design through construction. Ask your consultant, not only about geotechnical and environmental issues, but others as well, to learn about approaches that may be of genuine benefit.

The preceding paragraphs are based on information provided by the  
ASFE/Association of Engineering Firms Practicing in the Geosciences, Silver Spring, Maryland



# STANDARD GENERAL TERMS AND CONDITIONS (ALL PURPOSE)

## ARTICLE 1 – SERVICES OF SHANNON & WILSON

Shannon & Wilson’s scope of work (Work) shall be limited to those services expressly set forth in its Proposal and is subject to the terms and conditions set forth herein.

Shannon & Wilson shall procure and maintain all business and professional licenses and registrations necessary to provide its services. Upon Client’s request (and for additional compensation, if not already included in Shannon & Wilson’s Proposal), Shannon & Wilson shall assist Client in attempting to obtain, or on behalf of Client and in Client’s name attempt to obtain, those permits and approvals required for the project for which Shannon & Wilson’s services are being rendered.

Client acknowledges, depending on field conditions encountered and subsurface conditions discovered, the number and location of borings, the number and type of field and laboratory tests, and other similar items, as deemed necessary by Shannon & Wilson in the exercise of due care, may need to be increased or decreased; if such modifications are approved by Client, Shannon & Wilson’s compensation and schedule shall be equitably adjusted.

If conditions actually encountered at the project site differ materially from those represented by Client and/or shown or indicated in the contract documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in Shannon & Wilson’s scope of work, Shannon & Wilson’s compensation and schedule shall be equitably adjusted.

Without increasing the scope of work, price, or schedule contained in Shannon & Wilson’s Proposal, Shannon & Wilson may employ such subcontractors as Shannon & Wilson deems necessary to assist in furnishing its services.

If Shannon & Wilson’s scope of work is increased or decreased by Client, Shannon & Wilson’s compensation and schedule shall be equitably adjusted.

## ARTICLE 2 – TIMES FOR RENDERING SERVICES

Shannon & Wilson shall perform its services in accordance with the schedule set forth in its Proposal.

If Shannon & Wilson’s Proposal sets forth specific periods of time for rendering services, or specific dates by which services are to be completed, and such periods of time or dates are extended or delayed through no fault of Shannon & Wilson, Shannon & Wilson’s compensation and schedule shall be equitably adjusted.

If Shannon & Wilson’s schedule is increased or decreased by Client, Shannon & Wilson’s compensation shall be equitably adjusted.

## ARTICLE 3 – PAYMENTS TO SHANNON & WILSON

Invoices shall be prepared in accordance with Shannon & Wilson’s standard invoicing practices and shall be submitted to Client by Shannon & Wilson monthly. The amount billed in each invoice shall be calculated as set forth in Shannon & Wilson’s Proposal.

Unless Shannon & Wilson’s Proposal contains a fixed lump-sum price, Shannon & Wilson’s actual fees may exceed the estimate contained in its Proposal. Shannon & Wilson shall not exceed the estimate contained in its Proposal by more than ten percent (10%) without the prior written consent of Client; provided however, unless the Client authorizes additional funds in excess of the estimate contained in Shannon & Wilson’s Proposal, Shannon & Wilson shall have no obligation to continue work on the project.

Invoices are due and payable within 30 days of receipt. If Client fails to pay Shannon & Wilson’s invoice within 30 days after receipt, the amounts due Shannon & Wilson shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30<sup>th</sup> day. In addition, Shannon & Wilson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until Shannon & Wilson has been paid in full.

If Client disputes Shannon & Wilson’s invoice, only the disputed portion(s) may be withheld from payment, and the undisputed portion(s) shall be paid.

Records of Shannon & Wilson’s direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations. Upon request, such records shall be made available to Client for inspection on Shannon & Wilson’s premises and copies provided to Client at cost.

## ARTICLE 4 – CLIENT’S RESPONSIBILITIES

Client shall grant or obtain free access to the project site for all equipment and personnel necessary for Shannon & Wilson to perform its services.

## ARTICLE 5 – STANDARD OF CARE / ABSENCE OF WARRANTIES / NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR’S PERFORMANCE

### Standard of Care

The standard of care for all professional services performed or furnished by Shannon & Wilson under this Agreement shall be the skill and care ordinarily exercised by other members of Shannon & Wilson’s profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by Shannon & Wilson. The construction, alteration, or repair of any object or structure by Shannon & Wilson shall be performed in a good and workmanlike manner in accordance with general industry standards, and conform to this Agreement. Shannon & Wilson warrants for one (1) year from substantial completion of the Work, all goods delivered hereunder shall be new and free from defects in material or workmanship, and shall conform to the specifications, drawings, or sample(s) specified or furnished, if any, and shall be merchantable and fit for their intended purpose(s).

Shannon & Wilson warrants that Shannon & Wilson has good and marketable title to all goods delivered hereunder, and that all goods delivered hereunder shall be free and clear of all claims of superior title, liens, and encumbrances of any kind.

Subsurface explorations and testing identify actual subsurface conditions only at those points where samples are taken, at the time they are taken. Actual conditions at other locations of the project site, including those inferred to exist between the sample points, may differ significantly from conditions that exist at the sampling locations. The passage of time or intervening causes may cause the actual conditions at the sampling locations to change as well.

Interpretations and recommendations made by Shannon & Wilson shall be based solely upon information available to Shannon & Wilson at the time the interpretations and recommendations are made.

Shannon & Wilson shall be responsible for the technical accuracy of its services, data, interpretations, and recommendations resulting therefrom, and Client shall not be responsible for discovering deficiencies therein. Shannon & Wilson shall correct any substandard work without additional compensation, except to the extent that such inaccuracies are directly attributable to deficiencies in Client-furnished information.

#### **No Warranties**

Shannon & Wilson makes no guarantees or warranties, express or implied, under this Agreement or otherwise, about Shannon & Wilson's professional services.

#### **Client-Furnished Documents**

Shannon & Wilson may use requirements, programs, instructions, reports, data, and information furnished by Client to Shannon & Wilson in performing its services under this Agreement. Shannon & Wilson may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by Client to Shannon & Wilson. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from Shannon & Wilson's reliance on Client-furnished information, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

#### **Site Damage**

Shannon & Wilson shall take reasonable precautions to minimize damage to the project site, but it is understood by Client that, in the normal course of Shannon & Wilson's services, some project site damage may occur, and the correction of such damage is not part of this Agreement unless so stated in Shannon & Wilson's Proposal. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from any project site damage caused by Shannon & Wilson, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

#### **Buried Structures**

If there are any buried structures and/or utilities on the project site where subsurface explorations are to take place, Client shall provide Shannon & Wilson with a plan showing their existing locations. Shannon & Wilson shall contact a utility locator service to request that they identify any public utilities. Shannon & Wilson shall use reasonable care and diligence to avoid contact with buried structures and/or utilities as shown. Shannon & Wilson shall not be liable for any loss or damage to buried structures and/or utilities resulting from inaccuracy of the plans, or lack of plans, or errors by the locator service relating to the location of buried structures and/or utilities. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify, and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from damage to buried structures and/or utilities caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

#### **Aquifer Cross-Contamination**

Despite the use of due care, unavoidable contamination of soil or groundwater may occur during subsurface exploration when drilling or sampling tools are advanced through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants off the project site. Because Shannon & Wilson is powerless to totally eliminate this risk despite use of due care, and because sampling is an essential element of Shannon & Wilson's services, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from cross-contamination caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

#### **Opinions of Probable Construction Costs**

If opinions of probable construction costs are included in Shannon & Wilson's Proposal, Shannon & Wilson's opinions of probable construction costs shall be made on the basis of its experience and qualifications and represent its judgment as a professional generally familiar with the industry. Opinions of probable construction costs are based, in part, on approximate quantity evaluations that are not accurate enough to permit contractors to prepare bids. Further, since Shannon & Wilson has no control over: the cost of labor, materials, equipment, or services furnished by others; the contractor's actual or proposed construction methods or methods of determining prices; competitive bidding; or market conditions, Shannon & Wilson cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of the components of probable construction cost prepared by Shannon & Wilson. If Client or any contractor wishes greater assurance as to probable construction cost, Client or contractor shall employ an independent cost estimator.

#### **Review of Contractor's Shop Drawings and Submittals**

If review of a contractor's shop drawings and submittals are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of checking for general overall conformance with Shannon & Wilson's design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. Shannon & Wilson's review shall be conducted with reasonable promptness while allowing sufficient time, in Shannon & Wilson's judgment, to permit adequate review. Review of a specific item shall not be construed to mean that Shannon & Wilson has reviewed the entire assembly of which the item is a component. Shannon & Wilson shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of Shannon & Wilson by the contractor in writing.

#### **Construction Observation**

If construction observation is included in Shannon & Wilson's Proposal, Shannon & Wilson shall visit the project site at intervals Shannon & Wilson deems appropriate, or as otherwise agreed to in writing by Client and Shannon & Wilson, in order to observe and keep Client generally informed of the progress and quality of the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow Shannon & Wilson, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is

progressing in a manner indicating that the work, when fully completed, will be in accordance with Shannon & Wilson's general overall design concept. Shannon & Wilson's authority shall be limited to observing, making technical comments regarding general overall compliance with Shannon & Wilson's design concept, and rejecting any work which it becomes aware of that does not comply with Shannon & Wilson's general overall design concept. Shannon & Wilson's acceptance of any non-conforming work containing latent defects or failure to reject any non-conforming work not inspected by Shannon & Wilson shall not impose any liability on Shannon & Wilson or relieve any contractor from complying with their contract documents. All construction contractors shall be solely responsible for construction site safety, the quality of their work, and adherence to their contract documents. Shannon & Wilson shall have no authority to direct any contractor's actions or stop any contractor's work.

If Shannon & Wilson is not retained to provide construction observation of the implementation of its design recommendations, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson, and indemnify and hold Shannon & Wilson harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of Shannon & Wilson's design recommendations, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

#### **No Responsibility for Site Safety**

Except for its own subcontractors and employees, Shannon & Wilson shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incident to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of Shannon & Wilson is present at the project site performing his/her duties. Notwithstanding anything to the contrary, Shannon & Wilson shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by Shannon & Wilson shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance. Any direction provided by Shannon & Wilson shall be deemed solely to ensure the contractor's general overall compliance with Shannon & Wilson's design concept.

#### **No Responsibility for Contractor's Performance**

Except for its own subcontractors and employees, Shannon & Wilson shall not be responsible for safety precautions, the quality of any contractor's work, or any contractor's failure to furnish or perform their work in accordance with their contract documents.

Except Shannon & Wilson's own employees and its subcontractors, Shannon & Wilson shall not: be responsible for the acts or omissions of any contractor, subcontractor or supplier, or other persons at the project site, or otherwise furnishing or performing any work; or for any decision based on interpretations or clarifications of Shannon & Wilson's design concept given without the consultation and concurrence of Shannon & Wilson.

#### **Approval of Contractor's Applications for Payment**

If approval of a contractor's applications for payment are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review the amounts due the contractor and issue a recommendation about payment to Client. Shannon & Wilson's review and approval shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by Shannon & Wilson that to the best of the Shannon & Wilson's knowledge, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: Shannon & Wilson has made an exhaustive check or a detailed or continuous inspection check of the quality or quantity of the contractor's work; approved the contractor's means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

### **ARTICLE 6 – CONFIDENTIALITY AND USE OF DOCUMENTS**

#### **Confidentiality**

Shannon & Wilson agrees to keep confidential and to not disclose to any person or entity (other than Shannon & Wilson's employees and subcontractors), without the prior consent of Client, all information furnished to Shannon & Wilson by Client or learned by Shannon & Wilson as a result of its work on the project; provided however, that these provisions shall not apply to information that: is in the public domain through no fault of Shannon & Wilson; was previously known to Shannon & Wilson; or was independently acquired by Shannon & Wilson from third-parties who were under no obligation to Client to keep said information confidential. This paragraph shall not be construed to in any way restrict Shannon & Wilson from making any disclosures required by law. Client agrees that Shannon & Wilson may use and publish Client's name and a general description of Shannon & Wilson's services with respect to the project in describing Shannon & Wilson's experience and qualifications to others.

**Copyrights and Patents** – Shannon & Wilson shall indemnify, hold harmless, and defend Client from any and all actions, damages, demands, expenses (including reasonable attorneys' fees and costs), losses, and liabilities arising out of any claims that any goods or services furnished by Subcontractor infringe any patent, trademark, trade name, or copyright.

#### **Use of Documents**

All documents prepared by Shannon & Wilson are instruments of service with respect to the project, and Shannon & Wilson shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

Shannon & Wilson grants to Client a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by Shannon & Wilson for Client. Client may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by Client, or others, after the passage of time, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by Shannon & Wilson, as appropriate for the specific purpose intended, shall be at Client's sole risk, and Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract. Any verification or adaptation of the documents for extensions of the project or for any other project by Shannon & Wilson shall entitle Shannon & Wilson to additional compensation to be agreed upon by Client and Shannon & Wilson.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Shannon & Wilson. Text, data, or graphics files in electronic media format are furnished solely for the convenience of Client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving an electronic file agrees that it shall perform acceptance tests or procedures within 60 days after its receipt, after which, unless notice of any errors are given in writing to the delivering party, the receiving party shall be deemed to have accepted the data thus transferred. Any errors reported within the 60-day acceptance

period shall be corrected by the party delivering the electronic files at their sole expense. Shannon & Wilson shall not be responsible for maintaining documents stored in electronic media format after acceptance by Client.

When transferring documents in electronic media format, neither Client nor Shannon & Wilson makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the document's creation.

## **ARTICLE 7 - INSURANCE**

Shannon & Wilson shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

**Commercial General Liability** - \$1,000,000 each occurrence/\$2,000,000 annual aggregate Bodily Injury/Property Damage Combined Single Limit including Blanket Contractual Liability, Broad Form Products and Completed Operations, Explosion/Collapse/Underground (XCU) Exposures, and Washington Stop Gap coverage.

**Auto Liability** - \$1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

**Umbrella Liability** - \$10,000,000 Bodily Injury/Property Damage combined Single Limit in excess of Commercial General Liability, Auto Liability, and Employers' Liability.

**Workers' Compensation** - Statutory in monopolistic states and \$500,000 per accident/\$500,000 per disease/\$500,000 disease policy aggregate Employers' Liability in non-monopolistic including if applicable, U.S. Longshore & Harbor Workers coverage.

**Professional Liability** - \$5,000,000 per claims/\$5,000,000 annual aggregate for professional errors and omissions including Pollution Liability coverage.

If requested in writing by Client, Shannon & Wilson shall name Client as an additional insured on its Commercial General Liability policy.

If requested in writing by Client, Shannon & Wilson shall deliver to Client certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of Shannon & Wilson's services.

Client shall cause Shannon & Wilson and its subcontractors to be listed as additional insureds on any Commercial General Liability insurance carried by Client that is applicable to the project.

Client shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Automobile Liability, Workers Compensation, and Employers Liability insurance, with limits no less than set forth above, and to cause Shannon & Wilson and its subcontractors to be listed as additional insureds on that Commercial General Liability insurance. Client shall require the project owner include the substance of this paragraph in the prime construction contract.

All insurance policies shall contain a waiver of subrogation.

## **ARTICLE 8 - HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **Disclosure of the Existence of Hazardous Environmental Conditions**

Client has disclosed to Shannon & Wilson all data known to Client concerning known or suspected hazardous environmental conditions, including but not limited to, the existence of all asbestos, PCBs, petroleum, hazardous waste, or radioactive material, if any, located at or near the project site, including its type, quantity, and location, or has represented to Shannon & Wilson that, to the best of Client's knowledge, no hazardous environmental conditions exist at or near the project site.

If any hazardous environmental condition is encountered or believed to exist, Shannon & Wilson shall notify Client and, to the extent required by applicable laws and regulations, the project site owner, and appropriate governmental officials.

### **Disposal of Non-Hazardous Samples and Hazardous or Toxic Substances**

All substances on, in, or under the project site, or obtained from the project site as samples or as byproducts (e.g., drill cuttings and fluids) of the sampling process are the project site owner's property. Shannon & Wilson shall preserve such samples for forty-five (45) calendar days after Shannon & Wilson's issuance to Client of the final instrument of service that relates to the data obtained from them. Shannon & Wilson shall dispose of all non-hazardous samples and sampling process byproducts in accordance with applicable law; provided however, any samples or sampling process byproducts that are, or are believed to be, affected by regulated contaminants shall be packaged by Shannon & Wilson in accordance with applicable law, and turned over to Client or left on the project site. Shannon & Wilson shall not transport, store, treat, dispose of, or arrange for the transportation, storage, treatment, or disposal of, any substances known, believed, or suspected to be affected by regulated contaminants, nor shall Shannon & Wilson subcontract for such activities.

Shannon & Wilson shall, at Client's request (and for additional compensation, if not already included in Shannon & Wilson's Proposal), help Client or the project site owner identify appropriate alternatives for transportation, storage, treatment, or disposal of such substances, but Shannon & Wilson shall not make any independent determination about the selection of a transportation, storage, treatment, or disposal facility.

Client or the project site owner shall sign all manifests for the transportation, storage, treatment, or disposal of substances affected by regulated contaminants; provided however, notwithstanding any other provisions of this Agreement to the contrary if Client directs Shannon & Wilson, Shannon & Wilson's employees, or Shannon & Wilson's agents to sign such manifests and/or to hire for Client or the project site owner a contractor to transport, store, treat, or dispose of the contaminated substances, Shannon & Wilson shall do so only as Client's disclosed agent.

### **Contaminated Equipment and Consumables**

Client shall reimburse Shannon & Wilson for the cost of decontaminating field or laboratory equipment that is contaminated by regulated materials encountered at the project site and for the cost of disposal and replacement of contaminated consumables. In some instances, the cost of decontamination may exceed the fair market value of the equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment. In such instances, Shannon & Wilson will notify Client and give Client the option of paying for decontamination or purchasing the equipment at its fair market value immediately prior to contamination. If Client elects to purchase equipment, Client and Shannon & Wilson will enter into a specific agreement for that purpose. Any equipment that cannot be decontaminated shall be considered a consumable.

### **Client's Liability for Hazardous or Toxic Materials**

Except to the extent caused by Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract, and only to the maximum extent permitted by law, Client shall: indemnify and hold harmless Shannon & Wilson, its subcontractors and their partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or



property damage to Shannon & Wilson's own employees), or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the arrangement for and/or ownership, operation, generation, labeling, transportation, storage, disposal, treatment, release, or threatened release of any hazardous or toxic materials, as defined by CERCLA, MTCA, or similar federal, state, or local environmental laws, on and/or from the project site.

## **ARTICLE 9 - ALLOCATION OF RISK**

### **Indemnification of Client**

To the maximum extent permitted by law, Shannon & Wilson shall: indemnify and hold harmless Client, its appointed and elected officials, partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the negligent or wrongful acts, errors, or omissions, or breach of contract or warranty express or implied, by Shannon & Wilson or any of its subcontractors; but only to the extent of Shannon & Wilson's and its subcontractor's relative degree of fault. In furtherance of these obligations, and only with respect to Client, its appointed and elected officials, partners, officers, directors, employees and agents, Shannon & Wilson waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. Shannon & Wilson acknowledges that this waiver of immunity was mutually negotiated.

### **Limitation of Shannon & Wilson's Liability**

#### **A. Total Liability Limited to Insurance Proceeds**

Notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents and, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the project or this Agreement, shall be limited to the insurance proceeds payable on behalf of or to Shannon & Wilson by any insurance policies applicable thereto. If you are unwilling or unable to limit our liability in this manner, we will negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price, with you. You must notify us in writing before we commence our work of your intention to negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total liability is limited as set forth above.

#### **B. Professional Liability Limited to \$50,000 or 10% of Fee**

With respect to professional errors or omissions only, notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the professional errors or omissions of Shannon & Wilson, its subcontractors, or their partners, officers, directors, employees, agents or, or any of them, shall not exceed the aggregate total amount of \$50,000.00, or ten percent (10%) of the total compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater. If you are unwilling or unable to limit our professional liability to these sums, we will negotiate the amount of this limitation and its associated impact on our approach, scope of work, schedule, and price, with you. You must notify us in writing before we commence our work of your intention to negotiate the amount of this limitation and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total professional liability is limited to \$50,000.00 or ten percent (10%) of the total compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater.

## **ARTICLE 10 – MISCELLANEOUS**

### **Termination**

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. Shannon & Wilson shall be entitled to compensation for all services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days notice to the breaching party by the non-breaching party. Upon payment of all amounts due Shannon & Wilson, Client shall be entitled to copies of Shannon & Wilson's files and records pertaining to services performed prior to the termination of this Agreement.

### **Successors, Assigns, and Beneficiaries**

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither Client nor Shannon & Wilson may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Shannon & Wilson to any third-party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of Client and Shannon & Wilson. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third-party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

### **Jurisdiction, Venue, and Choice of Law**

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of Shannon & Wilson's services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed,

and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of Shannon & Wilson's services under this Agreement. As a condition precedent to commencing a judicial proceeding, a party shall first submit their claims to non-binding mediation through and in accordance with the rules of the American Arbitration Association.

This Agreement shall be construed in accordance with and governed by the laws (except choice and conflict of law provisions) of the state in which the Project is located.

Any judicial action shall be brought in the state in which the Project is located.

**Attorneys' Fees**

Should any dispute or claims arise out of this Agreement, whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment. Should neither party prevail on all of their claims or receive all of the relief they sought, then the substantially prevailing party shall be awarded their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment.

**Waiver**

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

**Headings**

The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

**Integration**

This Agreement, together with all attachments hereto, are incorporated by reference into each other, and supercede all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

**Survival**

Notwithstanding completion or termination of this Agreement for any reason, all representations, warranties, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

**Severability**

If any of the terms or conditions of this Agreement are found to be void or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect, and the court shall attempt to judicially reform the void or unenforceable provisions to the maximum extent possible, consistent with the original intent expressed in the provisions, to render it valid and enforceable. If the court is unable to reform the provisions to render it valid and enforceable, the court shall strike only that portion which is invalid or unenforceable, and this Agreement shall then be construed without reference to the void or unenforceable provisions.

# Agenda Item 13d

## CITY & BOROUGH OF WRANGELL

**BOROUGH ASSEMBLY  
AGENDA ITEM  
September 26, 2017**

### INFORMATION:

**PROPOSED RESOLUTION No. 09-17-1380:** A RESOLUTION OF THE BOROUGH ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2018 CITY BUDGET BY TRANSFERRING \$8,055 FROM THE WATER DEPARTMENT'S WATER RESERVES, TO THE WATER DEPARTMENT'S CAPITAL IMPROVEMENT EXPENDITURES, FOR A GROUNDWATER DESKTOP STUDY

### Attachments:

1. **PROPOSED RESOLUTION No. 09-17-1380**
2. Memo from Amber Al-Haddad, PW Director

### RECOMMENDED ACTION:

Move to approve Resolution 09-17-1380, amending the FY 2018 City Budget by reducing the Water Department's Water Reserves, Ending by \$8,055, and increasing the Water Department's Capital Improvement Expenditures, Account Number 72000-302-7900, by \$8,055 for the purpose of providing funding for the Shannon & Wilson, Inc. for a Groundwater Desktop Study.

CITY AND BOROUGH OF WRANGELL, ALASKA  
RESOLUTION NO. 09-17-1380

A RESOLUTION OF THE BOROUGH ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2018 CITY BUDGET BY TRANSFERRING \$8,055 FROM THE WATER DEPARTMENT'S WATER RESERVES, TO THE WATER DEPARTMENT'S CAPITAL IMPROVEMENT EXPENDITURES, FOR A GROUNDWATER DESKTOP STUDY

**WHEREAS**, the Borough maintains reserve accounts to fund planning initiatives and studies for the development and implementation of Assembly priorities; and

**WHEREAS**, Borough staff provides initial cost estimates as a basis for budgeting and appropriation; and

**WHEREAS**, certain professional services agreements are awarded based on applicant qualifications, with scope and price negotiations occurring subsequent to consultant selection; and

**WHEREAS**, the Borough has selected Shannon & Wilson, Inc. to conduct a Groundwater Desktop Study; and

**WHEREAS**, negotiated scope of services with Shannon & Wilson, Inc. results in a professional services agreement amount that exceeds available budgeted funds; and

**WHEREAS**, funding must be fully budgeted and appropriated prior to professional services agreements being awarded.

**NOW, THEREFORE**, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA:

The Assembly hereby authorizes and directs the Borough Manager to amend the FY 2018 City Budget by reducing Water Department's Water Reserves, Ending by \$8,055, and increasing the Water Department's Capital Improvement Expenditures, Account 72000-302-7900, by \$8,055 for the purpose of providing funding for the Shannon & Wilson, Inc. Groundwater Desktop Study.

ADOPTED: \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Dave L. Jack, Mayor

\_\_\_\_\_  
Kim Lane, MMC, Borough Clerk

**MEMORANDUM**

**TO:** HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY  
CITY AND BOROUGH OF WRANGELL

**FROM:** AMBER AL-HADDAD, PUBLIC WORKS DIRECTOR

**SUBJECT:** RESOLUTION NO. 09-17-1380 AMENDING THE 2018 CITY BUDGET BY REDUCING WATER DEPARTMENT'S WATER RESERVES, ENDING BY \$8,055 AND INCREASING THE WATER DEPARTMENT'S CAPITAL IMPROVEMENT EXPENDITURES, ACCOUNT NO. 72000-302-7900, BY \$8,055 FOR THE PURPOSE OF PROVIDING FUNDING FOR THE SHANNON & WILSON, INC. GROUNDWATER DESKTOP STUDY

**DATE:** September 19, 2017

**BACKGROUND**

This resolution transfers money from the Water Department's Water Reserves, Ending to the Water Department's Capital Improvement Expenditures account number 72000-302-7900 in the amount of \$8,055, to cover the previously unbudgeted professional services agreement with Shannon & Wilson for the Groundwater Desktop Survey.

Following this transfer the Water Department's Water Reserves, Ending will have an unencumbered balance of \$377,739.

**RECOMMENDATION**

Approve Resolution No. 09-17-1380 amending the 2018 City Budget by reducing the Water Department's Water Reserves, Ending by \$8,055, and increasing the Water Department's Capital Improvement Expenditures, Account Number 72000-302-7900, by \$8,055 for the purpose of providing funding for the Shannon & Wilson, Inc. for a Groundwater Desktop Study.

**ATTACHMENTS**

1. Resolution No. 09-17-1380

# Agenda Item 13e

## CITY & BOROUGH OF WRANGELL

**BOROUGH ASSEMBLY  
AGENDA ITEM  
September 26, 2017**

**INFORMATION:**

Request for Land by the Wrangell Medical Center for Residential Construction

**Attachments:**

1. Memo from Carol Rushmore, Economic Development Director
2. Staff report from Carol Rushmore to P&Z Commission
3. Memo from Robert Rang, CEO
4. Letter from the Hospital Board, Bernie Massin, Vice-President
5. Maps & parcel information for the 4 potential sites considered

**RECOMMENDED ACTION:**

Move to approve a portion of Lot 1, Block 35 for the proposed Wrangell Medical Center 4-plex housing development on the southern portion of the requested site, with a subdivision to occur as part of the site planning process. Additional recommendations include:

- 1) More than the required 4 parking places for the facility should be required (minimum is 1 per unit).
- 2) Site plan alternatives showing preferred and optional access options, actual facility layout, building specifics, and yard areas should come back to the Commission for review during their planning process.
- 3) Subdivision of Lot 1 should be completed prior to the beginning of any construction, or earlier if required by funding source.



**MEMORANDUM**

**TO: HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY  
CITY AND BOROUGH OF WRANGELL**

**FROM: MS. CAROL RUSHMORE  
ECONOMIC DEVELOPMENT DIRECTOR**

**SUBJECT: REQUEST FOR LAND BY WRANGELL MEDICAL CENTER FOR  
RESIDENTIAL CONSTRUCTION**

**DATE: September 26, 2017**

**BACKGROUND:**

In August of 2016, Robert Rang, CEO of Wrangell Medical Center, received approval from the Borough Assembly to pursue a housing grant to construct a multi-housing unit for housing their visiting medical professionals. Afterwards, discussions continued with Borough staff regarding potential locations. The preferred location, Borough owned property on Etolin Avenue, was submitted to the Planning and Zoning Commission for their recommendation.

There were four areas that Borough staff identified as potential locations. These are identified and discussed in more detail in the attached information. The final selection by WMC staff is to utilize a portion of Lot 1, Block 35 on Etolin Ave.

Issues that the Planning and Zoning Commission reviewed and discussed are part of the attached staff report to the Commission. Some of the points acknowledged by the Commission include: the land is zoned Multi-Family. The lot is larger than the WMC would require for a 4-plex, thus the property should be subdivided prior to construction. Adequate parking, yards and access must be provided. Access via Etolin Avenue and the platted Spruce Street on the side should be considered and reviewed as part of site planning. Corps of Engineers permit requirements could require mitigation in order to meet parking and access needs. The site plan should be reviewed by the Commission. A sample floor plan was provided to the Commission at their meeting, but it has not been confirmed that is they actual floor plan to be utilized.

**RECOMMENDATION:**

The Planning and Zoning Commission recommends to the Assembly to use a portion of Lot 1, Block 35 for the proposed Wrangell Medical Center 4-plex housing development on the southern portion of the requested site, with a subdivision to occur as part of the site planning process. Additional recommendations include:

- 1) More than the required 4 parking places for the facility should be required (minimum is 1 per unit).
- 2) Site plan alternatives showing preferred and optional access options, actual facility layout, building specifics, and yard areas should come back to the Commission for review during their planning process.
- 3) Subdivision of Lot 1 should be completed prior to the beginning of any construction, or earlier if required by funding source.

**ATTACHMENTS:**

1. Staff report to the Planning and Zoning Commission
2. Letter from Robert Rang, CEO Wrangell Medical Center
3. Map and parcel information for the 4 potential sites considered

# *City and Borough of Wrangell*

## Agenda G6

Date: September 8, 2017

To: Planning and Zoning Commission

From: Carol Rushmore, Economic Development Director

Re: Review and discussion of request by Wrangell Medical Center to construct a 4plex on Lot 1, Block 35, USS 1119, owned by the City and Borough of Wrangell.

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**Background:** In August of 2016, Robert Rang, CEO of Wrangell Medical Center, received approval from the Borough Assembly to pursue a housing grant to construct a multiple unit for housing their visiting medical professionals. Discussions continued with Staff regarding potential locations.

**Proposal:** Wrangell Medical Center is seeking to construct a 4-plex on City owned land at the corner of Pine Street and Etohin Avenue. The purpose of this meeting is for the Commission to review the proposal and make a recommendation to the Assembly on 1) is it an appropriate location for the proposed use; 2) is it the best use for Lot 1, Block 35, owned by the City; and 3) are there any specific recommendations regarding the use or development proposal.

When the proposal was first discussed with Staff, 4 land areas were identified for WMC consideration to construct multifamily housing. These included: land adjacent to WMC, and three different areas off of Etohin Avenue. Please see the attached information that was prepared for WMC in August of 2016.

In August of 2017, WMC notified staff of their interest in a portion of Lot 1, Block 35. A pre-application was made to the Housing and Urban Development granting agency for design and construction funds and the WMC was just notified of their opportunity to submit a final grant application. The Assembly, while approving seeking the funds, has not approved the location nor specific development proposal.

The attached information provides data regarding each land area. Information specific to Lot 1, Block 35 includes:

- Lot 1, Block 35 is approximately 61,320 sq ft or 1.4 acres.
- Located in the Multi Family district:
  - Multi family structures are allowed
  - Single Family structures are allowed.
- The south end of the lot is adjacent to undeveloped Spruce Street which has an informal trail connection access to Volunteer Park Trail.
- Utilities are within the ROW. Water main stubout connection is closest to the property. Sewer main is on the opposite side of Etohin Ave and the pavement would need to be cut and a connection made.

## Findings:

### 1) Is Lot 1, Block 35 an appropriate location for the proposed 4-plex use?

The lot is appropriately zoned Multi Family Residential for the proposed 4 plex structure. WMC 20.08.230 defines a multi-family dwelling as any “ building containing three or more dwelling units”. A 4-plex is a permitted use in the Multi-Family District. There are no apartment buildings located on Etolin Avenue vicinity. Almost all are single family residential units, except for some duplexes located on Pine Street closer to Zimovia Highway. Closest apartment building is across Zimovia Highway near Pine Street. The lot is close to the hospital – within easy walking distance by the road system (via Wrangell Avenue to Bennett Street.) The property abuts an informal trail through the woods linking up to the Volunteer Park Trail to Second Street. It is wet most of the year but frozen over during much of winter.

### 2) Is allowing WMC to construct a 4 plex on Lot 1, Block 35, owned by the City, the best use of the property?

The Lot is just over 60,000 square feet so more than enough room to construct a quadplex. At this time, I do not have definite floor plans of the proposed structure, but based on conversations of sample floor plans, it is suggested that the structure may be a two story structure (each unit 2 stories). The potential square footage footprint of the building could be close to 5000 square feet.

According to WMC 20.52.190 (H) pertaining to parking, at least 4 off-street parking places are required (1 per unit), but it should be required that at least 2 additional parking places for the four units total be provided to accommodate 2 car families, or guests. WMC 20.52.090 Density, requires a minimum lot area of 800 square feet per residential unit and with a total density of 12 units per acre in the MF District, which is the equivalent to 3630sq ft /unit. For a 4-plex, minimum lot size would be 14520 square feet.

The size of the lot at 61,320square feet is more than ample to accommodate the proposal. The Borough re-acquired the lot through a foreclosure in 2007. There was an IRS Lien of over \$300,000 placed on the property until April of this year, which is the primary reason the Borough had not moved forward to sell the property as payment would be due to the IRS. According to a recent Title Report, that Lien was not re-recorded by the IRS and is terminated. The Borough could potentially sell the lot entirely as previously done, or could subdivide it and sell several lots. There is a need for the hospital to have housing for visiting professionals which is an important service and quality of life issue for the community. Housing demand is very tight, especially in the summer, so it is likely that units currently rented by WMC would still be rented and no revenue would be lost to landlords. The property could be subdivided and only a portion of the lot (15,000 to 30,000 square feet), depending on driving/parking areas could be provided to the WMC for their proposal.

The other three parcels also have some merit for the development. Only the property closest to the existing clinic on the south end of Etolin is improperly zoned (Single family vs. Multi-Family). The property adjacent to the hospital now is a good location for now, but if a new hospital is constructed, it is that much further away and could affect the redevelopment of the existing parcel. The lots closest to Lot 1, Block 35 are zoned appropriately (Light Industrial does allow multifamily units) however they are adjacent to a construction yard, which may have already encroached into the City land. A 4 plex could be constructed in such away with a greenbelt between the yard area and the facility, should the Commission/Assembly believe that Lot 1 should be sold to private bidders.

**3) Are there any specific recommendations regarding the use or development proposal?**

Should the Commission believe that the proposal is the best use for all or a portion of the property, other future development considerations should include:

- 1) access to the 4 plex – should it come only through a driveway off of Etolin or also/or only from the undeveloped Spruce Street.
- 2) how much parking should be required
- 3) green space/buffers between Etolin and/or the subdivided portion
- 4) subdivision issues – how many lots, now/later, easement to access back lots
- 5) potential mitigation
- 6) structure height
- 7) review of siteplan

**Recommendation:**

Staff recommends the Commission forward a recommendation to the Assembly to support the 4-plex housing development on the southern portion of the requested site, with a subdivision to occur as part of the site planning process.

13e-3

**Mission:**

To enhance the quality of life for all we serve

**Vision:**

Honor our heritage and be the pride of the community

**Values:**

Integrity  
Compassion and Caring  
Trust  
Transparency  
Loyalty  
Honoring our Heritage  
Quality  
Fiscal Responsibility

Memo

September 5, 2017

City and Borough of Wrangell  
Planning and Zoning Committee

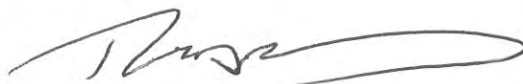
Dear Planning and Zoning Commissioners,

I am writing in support of the proposed use of (or part of) lot 1, Block 35 on the east corner of Etolin and Pine for the construction of Health Professional housing.

The Wrangell Medical Center Board, at their meeting on August 17, 2016, approved the application for AHF&C's Housing Grant Program which would allow WMC to construct a 4-plex to be used to alleviate housing needs for incoming staff until they can make more permanent arrangements as well as travelling staff who are in Wrangell on a less permanent basis.

The intent of the grant is to address recruitment and retention issues faced by rural communities in Alaska. The use of the parcel (or a portion thereof) for this construction would greatly enhance our ability to both recruit and retain staff.

Thank you for your consideration of this request.



Robert Rang,  
CEO Wrangell Medical Center

*Caring for  
Southeast*



**Mission:**

To enhance the quality of life for all we serve

**Vision:**

Honor our heritage and be the pride of the community

**Values:**

Integrity  
Compassion and Caring  
Trust  
Transparency  
Loyalty  
Honoring our Heritage  
Quality  
Fiscal Responsibility

September 20, 2017

13e-4

Mayor Jack,  
City and Borough of Wrangell Assembly  
PO Box 531  
Wrangell, AK 99929

Dear Mayor and Borough Assembly,

We are writing in support of the proposed use of lot 1, Block 35 (or a portion thereof) on the east corner of Etolin and Pine for the construction of Health Professional housing.

The Wrangell Medical Center Board, at our meeting on September 20, 2017, re-approved the application for AHF&C's THHP Housing Grant Program which will allow WMC to construct a 4-plex to be used to alleviate housing needs for incoming staff until they can make more permanent arrangements as well as travelling staff who are in Wrangell on a less permanent basis.

The intent of the grant is to address recruitment and retention issues faced by rural communities in Alaska. The use of the parcel (or a portion thereof) for this construction would greatly enhance our ability to both recruit and retain staff.

Thank you for your consideration of this use for that parcel of land.



Bernie Massin,  
Vice President, Wrangell Medical Center Board

*Caring for  
Southeast*



- Options for residential development:
  - A conditional use permit would be required to 1) determine if housing is an accessory use and 2) approve the accessory use. Public hearing before PZ only.
  - Zone Change to SFR could be sought. 2 public hearing: Public Hearing before PZ who makes recommendation to Assembly for final approval.
  - Contract Zone could also be requested, but this is spot zoning so should be avoided.
  
- See Attached maps (3)





CERTIFICATION OF APPROVAL BY THE PLANNING BOARD

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT OF BLOCK 54 OF THE SUBDIVISION PLAT OF WRANGELL TOWNSITE, U.S. SURVEY NO. 1119, SHOWN HEREBY HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE WRANGELL PLANNING BOARD AND THAT SAID PLAT HAS BEEN APPROVED BY THE BOARD BY RESOLUTION NO. \_\_\_\_\_ DATED \_\_\_\_\_ AND THAT THE PLAT SHOWN HEREBY HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE MAGISTRATE, EX-OFFICIO RECORDER, WRANGELL, ALASKA.

DATE: 2/18/1968  
 ATTEST: *Clayton H. Schmitt*  
 MAGISTRATE, EX-OFFICIO RECORDER

IN ALL PARTS INTERESTED IN THIS PLAT REPRESENTED BY THE SURVEYED. I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN THEREON ACCURATELY REFLECT AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DETAILS ARE CORRECT.

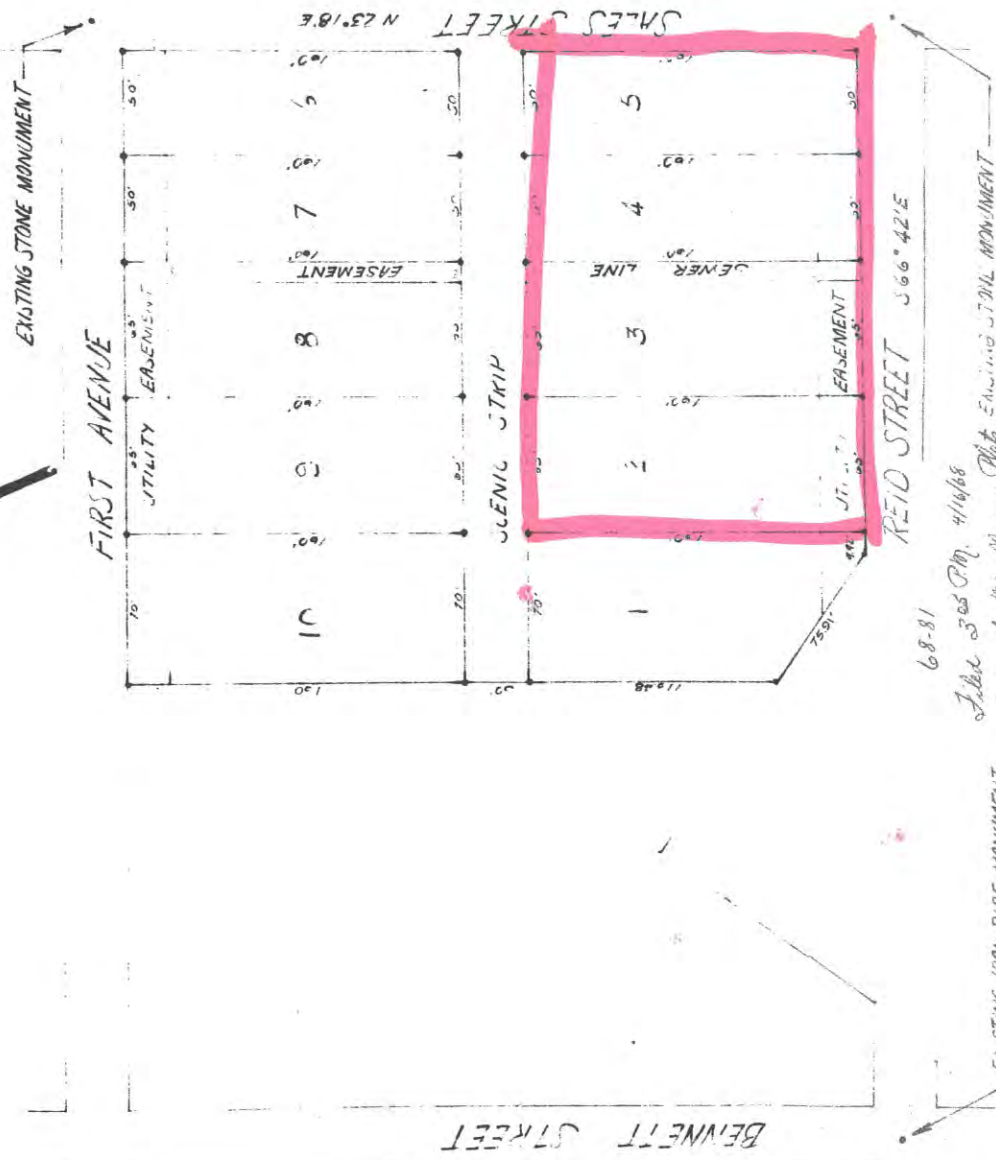
DATE: 2/11/1968  
 CITY ENGINEER

CERTIFICATION OF APPROVAL BY THE COUNCIL  
 I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF WRANGELL AND THAT THE SAID PLAT SHOWN HEREBY HAS BEEN FOUND TO COMPLY WITH SUBDIVISION OF THE CITY OF WRANGELL AND SAID PLAT HAS BEEN APPROVED BY COMMON COUNCIL AS RECORDED IN MINUTES, BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, DATED \_\_\_\_\_, AND THAT THE PLAT SHOWN HEREBY HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE MAGISTRATE, EX-OFFICIO RECORDER, WRANGELL, ALASKA.

DATE: 2/11/1968

MAYOR  
 CITY CLERK

SUBDIVISION PLAT  
 OF  
 BLOCK 54  
 WRANGELL TOWNSITE  
 SCALE 1" = 40'  
 PREPARED BY: CLAYTON H. SCHMITT



68-81  
 Label 305 Plat, 4/16/68  
 Label of Miscellaneous Plat, Existing Utility Monument  
 Page of City of Wrangell  
 Paul Wray, Magistrate-Recorder  
 Wrangell, Alaska

EXISTING IRON PIPE MONUMENT



**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
 I HEREBY CERTIFY THAT THE SURVEYED LANDS SHOWN ON THIS PLAN ARE THE PROPERTY OF THE CITY OF WRANGELL, ALASKA, AND THAT THE SAME HAVE BEEN DEDICATED TO THE PUBLIC USE AS SHOWN ON THIS PLAN.  
 DATE: 3/28/01  
 Mayor, City of Wrangell

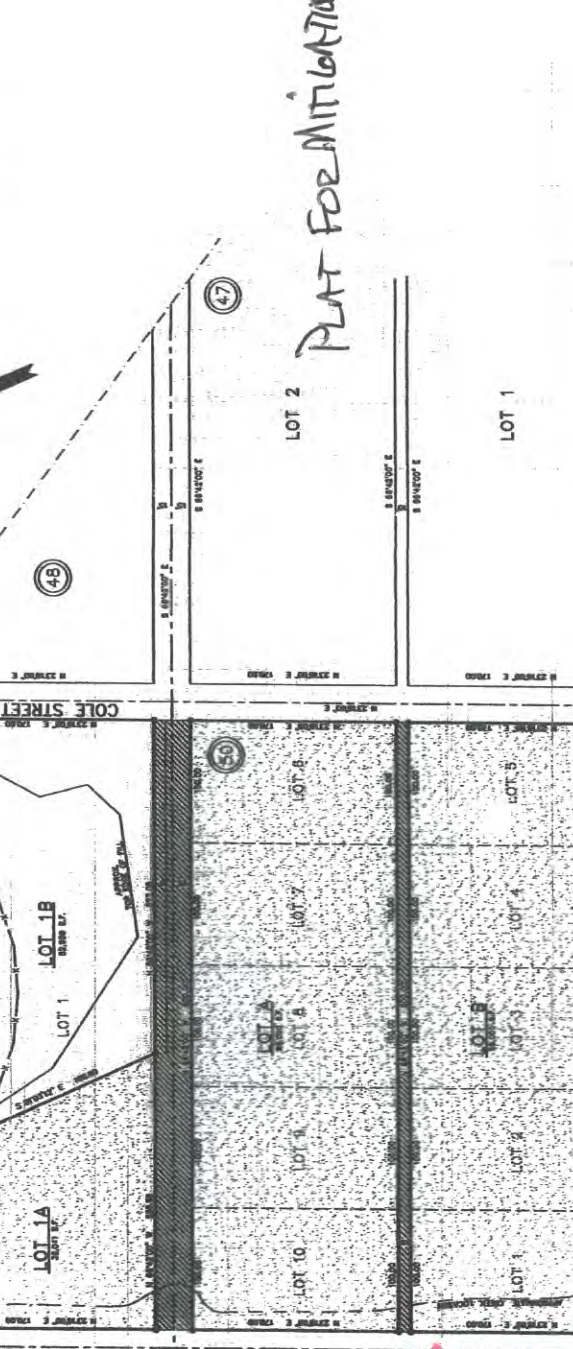
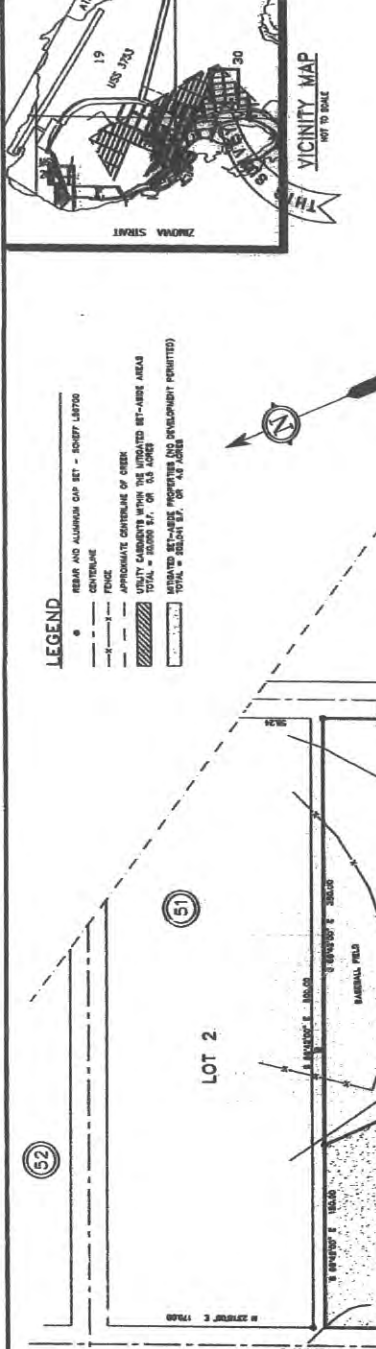
**NOTARY'S ACKNOWLEDGMENT**  
 I, the undersigned, being duly appointed and qualified, and in active service as Notary Public for the State of Alaska, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this 28th day of March, 2001, at Wrangell, Alaska.  
 WRANGELL, ALASKA, THIS 28th DAY OF MARCH, 2001.  
 BY COMMISSION EXPIRES: 7-3-2003  
 Notary Public for the State of Alaska

**CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION**  
 I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON HAS BEEN REVIEWED BY THE PLANNING COMMISSION OF THE CITY OF WRANGELL, ALASKA, AND THAT THE SAME COMPLY WITH THE ZONING ORDINANCES AND SUBDIVISION REGULATIONS OF THE CITY OF WRANGELL, ALASKA.  
 DATE: 3/28/01  
 City Clerk

**CERTIFICATE OF APPROVAL BY THE COUNCIL**  
 I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON HAS BEEN REVIEWED BY THE CITY COUNCIL OF THE CITY OF WRANGELL, ALASKA, AND THAT THE SAME COMPLY WITH THE ZONING ORDINANCES AND SUBDIVISION REGULATIONS OF THE CITY OF WRANGELL, ALASKA.  
 DATE: 3/28/01  
 City Clerk

**AT NOTES**  
 THE SURVEYED LANDS SHOWN ON THIS PLAN ARE THE PROPERTY OF THE CITY OF WRANGELL, ALASKA, AND THAT THE SAME HAVE BEEN DEDICATED TO THE PUBLIC USE AS SHOWN ON THIS PLAN.  
 DATE: 3/28/01  
 Mayor, City of Wrangell

**LEGEND**  
 REBAR AND ALUMINUM CAP SET - SCHEDULED LOT/700  
 CONCRETE  
 FENCE  
 APPROXIMATE COVERAGE OF CREEK  
 UTILITY CABLES WITHIN THE UNGRADED SET-ASIDE AREAS  
 TOTAL = 10,000 SF, OR 0.3 ACRES  
 UNGRADED SET-ASIDE PROPERTIES (NO DEVELOPMENT PERMITTED)  
 TOTAL = 10,000 SF, OR 0.3 ACRES



**RECORDATION DATA**  
 DATE: 3/28/01  
 TIME: 10:00 AM  
 REGISTERED TO: LARRY G. SCHEFF & ASSOCIATES  
 ADDRESS: 1331 WRANGELL, ALASKA 99090  
 PHONE: (907) 874-3437  
 FAX: (907) 874-3437

**PROJECT: VOLUNTARY CREEK MITIGATION RESUBDIVISION**  
 THE REPEAT OF BLOCK 50 AND THE SUBDIVISION OF LOT 1, BLOCK 51, WRANGELL, TOWNSHIP WITHIN U.S. SURVEY T11N, WRANGELL RECORDING DISTRICT

**CLIENT:** CITY OF WRANGELL  
 BOX 1031  
 WRANGELL, ALASKA 99028

**GREG SCHEFF & ASSOCIATES**  
 LAND SURVEYORS  
 BOX 1331 WRANGELL, ALASKA 99090  
 PHONE (907) 874-3437  
 FAX (907) 874-3437

**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR LICENSED IN THE STATE OF ALASKA, AND THAT IN FEBRUARY, 2001, A SURVEY OF THE HEREIN DESCRIBED LANDS WAS CONDUCTED UNDER MY DIRECT SUPERVISION AND THAT THIS PLAN IS A TRUE AND ACCURATE REPRESENTATION OF THE SURVEYED LANDS. ALL MEASUREMENTS, CALCULATIONS, AND OTHER DETAILS ARE CORRECT ACCORDING TO SAID FIELD NOTES.  
 DATE: 2-20-01  
 Greg Scheff  
 SURVEYOR LICENSE NO. 51044-64-00



2. Housing on nearby lots on Wrangell Avenue/Pine Street, adjacent to Kadin Construction.



- Lots 4,5, 6 and 7 highlighted are zoned Light Industrial (LI)
- Each lot is 17,000 square feet
- In the Light Industrial district:
  - Multi family structures are allowed as a conditional use
  - Single Family structures are not a permitted use
- The lots are surrounded on one side by a construction/equipment yard and by all other sides by residential
- It is possible that the construction yard has encroached into Lots 4 and 8. Some sort of buffer between the Lots 3 and 8 and Lots 4 and 7 should be maintained
- Utilities should be easily obtained.
- For residential development:
  - If a triplex or more were to be constructed, a conditional use permit would be required for approval. Public hearing before PZ only.
  - Zone Change to SFR could be sought. 2 public hearing: Public Hearing before PZ who makes recommendation to Assembly for final approval.
  - Contract Zone could also be requested, but this is spot zoning so should be avoided.



# CITY OF WRANGELL, ALASKA ASSESSOR'S MAP

CHARLES POOL & ASSOCIATES, INC.  
CONSULTING ENGINEERS & SURVEYORS  
1222 THOMAS AVE., KETCHIKAN, ALASKA 99901

SCALE: 1" = 40'

PHASE 2

SHEET 31

OCT. 1976  
SHEET 31  
11103-30-03



PLAT REVISIONS

NO.	DATE BY	PLAT NO.	SUBDIVISION NAME	COMMENTS
1	4-1981	JM	THE SUBDIVISION LOT BLOCK FILE NO. 14	

SEE SHEET 30

SEE SHEET 32



### 3. Etolin Avenue site



- Lot 1, Block 35 is approximately 61,320 sq ft or 1.4 acres.
- In the Multi Family district:
  - Multi family structures are allowed
  - Single Family structures are allowed.
- The south end of the lot is adjacent to an undeveloped street which has an informal trail access to Volunteer Park Trail.
- Utilities should be easily obtained.



# CITY OF WRANGELL, ALASKA ASSESSOR'S MAP

CHARLES POOL & ASSOCIATES, INC.  
CONSULTING ENGINEERS & SURVEYORS  
1239 TONGAS AVE., KETCHIKAN, ALASKA 99901

SCALE: 1" = 40'

PHASE 2

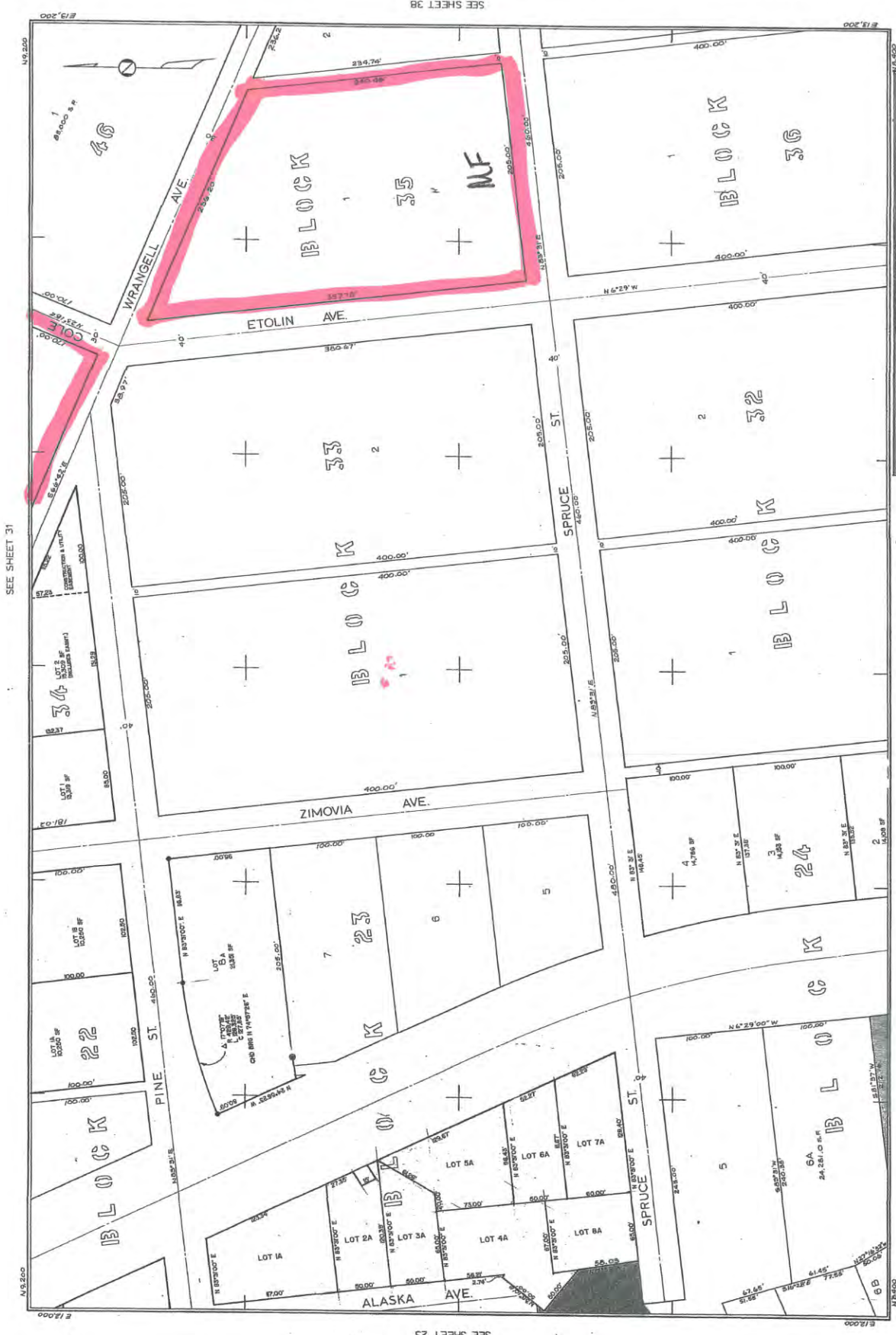
NO. 32

NO. 39

OCT. 1978

11:02:30-03

18' 30" 30' 40'

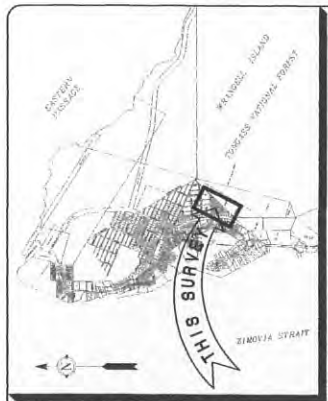


PLAT REVISIONS		COMMENTS
NO.	DATE (BY)	DESCRIPTION NAME
1	4-23-88	AM
2	4-29-88	AM
3	5-28-88	AM
4	7-12-88	AM
5	7-12-88	AM
6	7-12-88	AM
7	7-12-88	AM
8	7-12-88	AM
9	7-12-88	AM
10	7-12-88	AM
11	7-12-88	AM
12	7-12-88	AM
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94	7-12-88	AM
95	7-12-88	AM
96	7-12-88	AM
97	7-12-88	AM
98	7-12-88	AM
99	7-12-88	AM
100	7-12-88	AM

4. Housing near AICS Medical facility, new hospital location.



- Lots highlighted Lots 16-20 Single Family Residential (SF) and Lots 1, 5 and 6 are Multi-Family Residential (MF)
- Lots 16-19 are 7800 sq ft, Lot 20 is 6900 sq ft, Lot 1 is 7500 sq ft, Lot 5 is 15,800 sq ft and Lot 6 is 10,400 sq ft
- In the Single Family District, single family residents or duplexes are allowed.
- In the Multi-Family district, single family or multiple units are allowed.
- Utilities exist to each lot.



VICINITY MAP  
1/8" = 1' SCALE



**LEGEND**

- OLD ROCK MONUMENT RECOVERED
- 5/8" REBAR RECOVERED - NO CAP
- 1" YELLOW PLASTIC CAP ON REBAR RECOVERED DAVIS LS 4110
- 1.5/8" BRASS CAP MONUMENT CEMENTED INTO 1.5/8" IRON PIPE RECOVERED - ORIGINAL SUBD. MONUMENT POOL 2127-E RECOVERED - ORIGINAL SUBD. MONUMENT POOL 2127-E
- 1.3/8" BRASS CAP MONUMENT CEMENTED INTO 1" IRON PIPE RECOVERED - ORIGINAL SUBD. MONUMENT POOL 2127-E
- 2" ALUM CAP MONUMENT WITH A PLASTIC INSERT ON A 5/8" REBAR 30" LONG WITH ADJACENT CARBONITE MONUMENT POST. SET THIS SURVEY. RBM ENG-KETCH-SCHIFF LS 8700

DATA OF RECORD  
 (N 8°29'00" W 390.00')  
 (N 8°29'00" W 389.68')

UTILITY EASEMENT CREATED THIS PLAT-WIDTH AS SHOWN

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
 I HEREBY CERTIFY THAT I AM THE OWNER OF THE EXHIBITS SHOWN AND RECORDED HEREON AND THAT I HEREBY ADMIT THE EXHIBITS AND BOUNDARY PLAT FOR THE SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE: 4/22/15  
 SIGNATURE: [Signature]

**NOTARY'S ACKNOWLEDGMENT**  
 I, the undersigned, being duly appointed and qualified, and an acting assessor for the City and Borough of Wrangell, Herby certify that according to the information furnished to me by the applicant, the above described plat is correct and conforms to the laws of the State of Alaska, and that I have caused the same to be recorded in the office of the Assessor of the City and Borough of Wrangell, Alaska, on this 22nd day of April, 2015.

DATE: 4/22/15  
 SIGNATURE: [Signature]

**CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION**  
 I HEREBY CERTIFY THAT THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, HAVE BEEN REVIEWED AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, AS OFFERED FOR RECORDING, WRANGELL, ALASKA.

DATE: 4/16/15  
 SIGNATURE: [Signature]

**CERTIFICATE OF APPROVAL BY THE ASSEMBLY**  
 I HEREBY CERTIFY THAT THE EXHIBIT AND BOUNDARY PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, AS OFFERED FOR RECORDING, WRANGELL, ALASKA.

DATE: 4/22/15  
 SIGNATURE: [Signature]

**PLAT NOTES**

1. REFERENCE THE FOLLOWING WITHIN THE WRANGELL RECORDING DISTRICT:
  - A. PLAT # 73-7, SUBDIVISION OF BLOCKS 29, 30 & 38, USS # 1119, B. BOOK 17, PAGE 463.
  - C. PLAT # 81-2, RESUBDIVISION AND STREET VACATION
  - D. PLAT # 86-5, BETAX-HEE SUBDIVISION, BETAX-HEE SUBDIVISION.
  - E. PLAT # 2010-4, HEALTH CARE SUBDIVISION.
  - F. PLAT # 2010-6, HEALTH CARE SUBDIVISION II.
2. REFERENCE ALASKA ESCROW AND TITLE INSURANCE AGENCY, INC. CERTIFICATE TO PLAT, ORDER #51180, VESTING THIS PROPERTY AS TO THE TOWN OF WRANGELL, AN ESTATE IN FEE SIMPLE.
3. BEDROCK WAS 1" BELOW ORIGINAL GROUND, A 5/8" REBAR, 18" LENGTH WITH A 2" ALUMINUM CAP AND PLASTIC INSERT WAS SET, DRILLED AND GROUTED INTO BEDROCK.
4. THE NEWLY CREATED OVERHEAD ELECTRICAL LINE EASEMENTS SHOWN ON THIS PLAT REFLECT THE NEWLY PROPOSED POWER LINE TO BE INSTALLED, THE CITY AND BOROUGH OF WRANGELL WANTED TO CREATE THESE EASEMENTS PRIOR TO THE SALE OF THESE LOTS.
5. THE CITY AND BOROUGH OF WRANGELL OWNS THE SUBJECT PROPERTIES.
6. PLAT # 73-7, WRANGELL RECORDING DISTRICT, IS LOCALLY KNOWN AS LEMIEUX SUBDIVISION AND IS SOMETIMES REFERRED TO BY THIS NAME.

**WRANGELL RECORDING DISTRICT**  
 No. Date Description  
 10,223,15 4-22-15

**PLM**  
 PLANNING & LAND MANAGEMENT, INC.  
 1000 W. 10TH AVENUE  
 WRANGELL, ALASKA 99801  
 Phone: (907) 223-7171  
 Fax: (907) 224-3447

**WRANGELL OFFICE**  
 1000 W. 10TH AVENUE  
 WRANGELL, ALASKA 99801  
 Phone: (907) 642-1177  
 Fax: (907) 642-1887

**ETOLIN AVENUE EASEMENT DEDICATION AND BOUNDARY SURVEY**  
 A CERTIFICATE OF OWNERSHIP AND BOUNDARY SURVEY FOR BLOCK 29 AND LOTS 16, 17, 18, 19 AND 20, BLOCK 38 AND LOTS 14, 15, 16, 17, 18 AND 19, AND 20, BLOCK 38, WRANGELL, ALASKA.

**SCALE IN FEET**  
 0 30 60 90  
 10 20 30 40 50 60 70 80 90

CLIENT: CITY AND BOROUGH OF WRANGELL  
 BOX 630  
 WRANGELL, ALASKA 99801

DATE: 4-23-15  
 SIGNATURE: [Signature]

**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR LICENSED IN THE STATE OF ALASKA, AND DIRECT SUPERVISION AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE FIELD SURVEY, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT ACCORDING TO SAID RECORD NOTE.

DATE: 4-23-15  
 SIGNATURE: [Signature]

PROJ. NO.: 150213



# **Agenda Item 13f**

## **CITY & BOROUGH OF WRANGELL**

### **BOROUGH ASSEMBLY AGENDA ITEM September 26, 2017**

#### **INFORMATION:**

Approval for the Wrangell Medical Center to Purchase or Lease to Own an Endoscopy machine

#### **Attachments:**

1. Letter from Robert Rang, WMC CEO (approved by the WMC Board)
2. Olympus America, Inc. quote

#### **RECOMMENDED ACTION:**

Move to approve the Wrangell Medical Center's Purchase or Lease to Own an Endoscopy Machine.



September 21, 2017

Mayor Dave Jack,  
City & Borough Assembly  
PO Box 503  
Wrangell, AK 99929

Dear Mayor Jack and Assembly Members of the City and Borough of  
Wrangell,

The Wrangell Medical Center Board approved a request to purchase or  
lease-to-own endoscopy equipment to replace the old, broken  
equipment; we are forwarding this request for your approval as well.

The cost is estimated at \$96,500

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Rang", with a long, sweeping underline that extends to the right.

Robert Rang, CEO  
Wrangell Medical Center





Your Vision, Our Future

Olympus America Inc.  
 3500 Corporate Parkway  
 P.O. BOX 610  
 Center Valley, PA 18034-0610

TEL: (800) 848-9024  
 FAX: (800) 228-4963

andrew.cooper@olympus.com  
 www.olympusamerica.com

**Quote Number: Q-00419927**

Please refer to this number on all correspondence  
**Effective Date:** September 14, 2017  
**Expiration Date:** November 13, 2017

**Customer Information**

**Contact Name:** Diana Nore  
**Contact Email:** diana.nore@wrangellmedical.org  
**Account Name:** WRANGELL GENERAL HOSPITAL

**Customer Address:** 310 BENNETT STREET  
 WRANGELL, Alaska  
 99929

**Customer Number:** 20015321  
 (Sold To)

**Olympus Information**

**Representative:** Andrew Cooper  
**Phone:** (509) 688-7916  
**Email:** andrew.cooper@olympus.com

**Cage code:** 32212  
**DUNS#:** 017018859  
**Tax ID:** 11-2416961

**Payment Terms:** Net 30 subject to Olympus credit approval  
**F.O.B.:** Shipping point, unless otherwise mutually agreed upon in writing  
**Tax:** Applicable taxes are not included in this quote and are the responsibility of the customer

**Comments**

\*\*\*This quote includes MP1562 promotional package pricing for Certified Pre Owned packages starting with the letters "BTF". This promotional package must be purchased in conjunction with the BTTF3 or BTTFCAPSULE promotional package. Return of any items within this promotional package may trigger pricing changes to the remaining items within this promotional package. This is a promotion and is subject to termination at any time. \*\*\*  
 Back To The Future 4

#	Item Type	Model And Description	Kit Component(s)	Qty	List Price	Unit Price	Total Price
1 *	New	BTTF4 : CLV-190, CV-190, MAJ-1430 and ET Device		1	\$68,245.40	\$38,282.30	\$38,282.30
1	New		: BW-412T DISP COMBO CLEANING BRUSH	6			
1	New		: Catchem PolypTrap 4 cham FIXED 12/bx	2			
1	New		: CLV-190 EVIS EXERA III LIGHT SOURCE	1			
1	New		: CV-190 EVIS EXERA III VIDEO PROCESSOR	1			
1	New		: FB-220U.A (EN) VN	6			
1	New		: HX-202UR.A QUICKCLIPPRO 230 CM 10/BX(EN)	2			
1	New		: INJECTORFORCEMAX LOWER 25G 5MM 5/BX	2			



Your Vision, Our Future

Olympus America Inc.  
 3500 Corporate Parkway  
 P.O. BOX 610  
 Center Valley, PA 18034-0610

TEL: (800) 848-9024  
 FAX: (800) 228-4963

andrew.cooper@olympus.com

www.olympusamerica.com

Quote Number: Q-00419927

Please refer to this number on all correspondence

Effective Date: September 14, 2017

Expiration Date: November 13, 2017

#	Item Type	Model And Description	Kit Component(s)	Qty	List Price	Unit Price	Total Price
1	New		: MAJ-1430 VIDEOSCOPE CABLE	1			
1	New		EVIS EXERA II	12			
1	New		: MAJ-1555 Disposable biopsy valve	2			
			: NEEDLEMASTER 4MMx 26G				
			LOWER 5/BX				
1	New		: SD-240U-15 SNAREMASTER SOFT	4			
			15MM DISP				
1	New		: Wide-Eye PolypTrap 1 chamber 50/bx	2			
2*	CPO	<b>BTF-H-1</b> : BTF-H-1 INCLUDES CPO (1)GIF-H180,(1)CF -		1	\$145,100.00	\$51,618.00	\$51,618.00
2	CPO		: CF-H180AL EVIS EXERA II HD	1			
			COLONOSCOPE				
2	CPO		: GIF-H180 HDTV NBI	1			
			GASTROVIDEOSCOPE				
2	CPO		: PCF-H180AL EVIS EXERA II	1			
			ULTRA THIN COLO				
3*	New	<b>OEV-262H</b> : OEV-262H HIGH DEFINITION LED LCD MONITO		1	\$8,850.00	\$7,522.50	\$7,522.50
4*	New	<b>OL-0015-08</b> : OL-0015-08 GCX TALL ROLLSTAND		1	\$1,310.00	\$1,113.50	\$1,113.50
5*	New	<b>OEP-5</b> : OEP-5 HD OLYMPUS PRINTER		1	\$10,500.00	\$8,925.00	\$8,925.00
6*	New	<b>MAJ-1951</b> : MAJ-1951 SDI CABLE 2.5M		2	\$66.00	\$56.10	\$112.20
7*	New	<b>MAJ-1918</b> : MAJ-1918 REMOTE CABLE PERIPH DEVICE 1.8M		1	\$23.70	\$20.20	\$20.20

\* DENOTES OPEN MARKET ITEM  
 Pricing may be based on a local agreement or the following contract(s):

**Trade-In Terms and Conditions (If Applicable)**

Trade-In equipment must originate from the facility purchasing the new equipment and must have original serial number tags intact.  
 Trade-In credits are offered exclusively on a one-for-one basis toward the simultaneous purchase of a like-kind product from any product category (i.e. video/fiber GI, SIG, Pulmonary, ENT, Intubation) and listed in or identified under the quoted products section. Olympus reserves the right in its sole discretion to make the final determination of what constitutes like-kind product categories.  
 Trade-In credits will be issued to the customer facility upon Olympus receipt and inspection of the Trade-In equipment to verify its condition and value. Trade-In equipment must be received by the Olympus facility in San Jose, CA within 30 days from the customers receipt of the like-kind product. Olympus reserves the right to cancel the associated credits to the customer if the Trade-In equipment is not received within the 30-day timeframe.  
 Trade-In equipment will be accepted by Olympus for credit only, and under no circumstances will Trade-In equipment be exchanged for cash.  
 Olympus reserves the right to modify the list of qualified models for trade-in or the stated value for any qualified model from time to time, based on then current market conditions and needs. Trade-in values are valid until the expiration date of this quote.

#	Item Type	Model and Description	Serial Number	Qty	List Price	Unit Price	Total Price
8*	Trade-In - Olympus	<b>CV-160</b> : CV-160 VIDEO PROCESSOR W/ KEYBOARD	REQUIRED	1	\$(2,500.00)	\$(2,500.00)	\$(2,500.00)



Your Vision, Our Future

Olympus America Inc.
3500 Corporate Parkway
P.O. BOX 610
Center Valley, PA 18034-0610

TEL: (800) 848-9024
FAX: (800) 228-4963

andrew.cooper@olympus.com
www.olympusamerica.com

Quote Number: Q-00419927

Please refer to this number on all correspondence
Effective Date: September 14, 2017
Expiration Date: November 13, 2017

Table with 8 columns: Item #, Description, Status, Qty, Price, Trade-In Value, Net Price, Total Price. Rows include items 9, 10, and 11.

WRANGELL GENERAL HOSPITAL

Signature: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Effective Date: \_\_\_\_\_
Purchase Order #: \_\_\_\_\_

Summary table with 2 columns: Description, Amount. Rows include Total List Price, Total Net Price, Total Trade-In Value, Sub Total, Freight, Grand Total.

- I. Olympus Standard Terms and Conditions apply to this quote, unless otherwise mutually agreed upon in writing.
II. Errors & Omissions Excepted. Price quotes and the total package prices are for the quoted items only.
III. Changes and additions to, or deletions from this quote may cause pricing adjustments.
IV. Service manuals and additional operator manuals are not included and may be ordered by contacting the Customer Care Center at (800) 848 9024.
V. If freight charge is included, the freight charge may not necessarily reflect the exact charge paid by Olympus to the carrier due to the volume incentive discount agreements entered into between Olympus and carrier, unless otherwise mutually agreed upon in writing.

Based on the products purchased, the following terms may apply:

- I. ET1457 promotional kit: This package pricing is contingent upon product availability and on customer's purchase of all items included in the package.
II. Certified Pre Owned promotional MP1465: This promotional package must be purchased in conjunction with the BTTF3 promotional package.
III. Quotes containing the following item numbers or promotional discount codes are eligible for the 160 Service Contract Upgrade Promotion.
IV. ScopeLocker storage product: Please take note of the ScopeLocker's specifications and dimensions and carefully measured the space where the ScopeLocker will be installed to ensure a good and proper fit.



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the carrier's receipt form for the ScopeLocker. Once customer signs the carrier's receipt form for the ScopeLocker, it is understood that the customer has inspected the shipment and has found no evidence of external shipping damage. Customer has seven (7) days after customer's receipt of the ScopeLocker to notify Olympus of any internal shipping damage which was undetectable at time of product receipt. Only returns with a valid Return Merchandise Authorization ("RMA") number issued by Olympus will be accepted and eligible for return. All authorized returns must be sent prepaid to Olympus or its designee and the RMA number must be prominently displayed on the shipping carton and all paperwork. Merchandise returned with proper RMA identification, with all accompanying items and manuals (as shipped to customer), shall be credited at the original customer's purchase price. No returns will be accepted more than 14 days from date of invoice. Credits will be given against customer's account; no cash refunds will be issued.

- V. Used Products: All used products carry a 90 day limited warranty, supplied with your order. These products are designated as 'Used' as the item type.
- VI. Promotion MP1608 190 Demo Value Add Promotion -- This promotion requires the purchase of at least one (1) kit from each of "Column A," "Column B," and "Column C." If this quote contains any item from "Column A," at least one (1) kit from each of the "Column B" and "Column C" must be included in this quote. Quotes and orders containing a "Column A" kit without at least one (1) "Column B" kit and one (1) "Column C" kit are invalid and will not be honored. Return of any items within this promotion may trigger pricing changes to the remaining items. Quotes under this promotion are subject to inventory availability. This promotion is subject to termination at any time.

# **Agenda Item 13g**

## **CITY & BOROUGH OF WRANGELL**

### **BOROUGH ASSEMBLY AGENDA ITEM September 26, 2017**

#### **INFORMATION:**

Discussion Item: Nuisance Abatement (WMC Section 9.08)

#### **Attachments:**

1. Memo from Borough Manager Von Bargaen
2. WMC Chapter 9.08 Nuisance

#### **RECOMMENDED ACTION:**

Discussion item only.

**MEMORANDUM**

**TO:** HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY  
CITY AND BOROUGH OF WRANGELL

**FROM:** LISA VON BARGEN, BOROUGH MANAGER

**SUBJECT:** DISCUSSION ITEM: NUISANCE ABATEMENT

**DATE:** September 19, 2017

**BACKGROUND**

During the Goal Setting Work Session the Assembly was clear that a top priority for them is nuisance abatement. The Assembly asked for a discussion item on the agenda so direction could be provided to Administration. A copy of WMC Chapter 9.08 Nuisances is attached for review by the Assembly prior to the discussion.

**RECOMMENDATION**

None. Discussion item only.

**ATTACHMENTS**

1. WMC Chapter 9.08 Nuisances



**Chapter 9.08****NUISANCES**

## Sections:

- 9.08.010 Defined.
- 9.08.020 Prohibited – Abatement generally.
- 9.08.030 Burial.
- 9.08.040 Slaughterhouses and similar operations.
- 9.08.050 Water pollution.
- 9.08.060 Maintaining gutters free of obstructions.
- 9.08.070 Offensive drains.
- 9.08.080 Accumulations of rubbish and materials prohibited.
- 9.08.090 Certain conditions declared nuisances.
- 9.08.100 Remedies not exclusive.
- 9.08.110 Notification of offenders by police chief – Abatement.
- 9.08.120 Penalty for violation.

**9.08.010 Defined.**

For purposes of this chapter, “nuisance” means any act or creation which is injurious to the public health, or which prevents or obstructs the free and comfortable enjoyment of life and property or which is dangerous to surrounding property. [Ord. 227 § 5, 1969; prior code § 42.60.010.]

**9.08.020 Prohibited – Abatement generally.**

A. It is unlawful for any person, firm or corporation to permit or maintain the existence of any nuisance on any property under his or its control.

B. Whenever a nuisance is deemed to exist it shall be abated by the health officer or chief of police at the expense of the person maintaining such nuisance. [Ord. 227 § 5, 1969; prior code § 42.60.010.]

**9.08.030 Burial.**

It is unlawful for any person to bury any person within the borough limits except in an established cemetery. [Ord. 227 § 5, 1969; prior code § 42.60.020.]

**9.08.040 Slaughterhouses and similar operations.**

A. No person shall establish or maintain a slaughterhouse; keep herds of more than five swine or goats; cure or keep hides, skins or pelts; slaughter cattle, swine, sheep or any other kind of animals; pursue or carry on any other business offensive to the senses or prejudicial to the public health or comfort in any part of the borough.

B. Any person maintaining stables, stockyards, or hogpens in which livestock are confined shall be required to keep the same free from accumulations of filth so that the same shall not be prejudicial to the public health. [Ord. 227 § 5, 1969; prior code § 42.60.030.]

**9.08.050 Water pollution.**

It is unlawful for any person to throw, empty out or deposit in any gutter or ditch or near any inhabited place, the suds or filthy water resulting from the washing of clothes, slops from kitchens or other foul or filthy matter or allow the same to stand on his own premises or to seep into the premises of another. [Ord. 227 § 5, 1969; prior code § 42.60.040.]

**9.08.060 Maintaining gutters free of obstructions.**

It shall be the duty of every owner of any property to keep the gutter in front of such property at all times clean and free from all obstructions to the free passage of water, and to remove all dirt, filth, garbage or rubbish that may have accumulated on the street or alley adjoining the property, to the middle of the street or alley. [Ord. 227 § 5, 1969; prior code § 42.60.050.]



**9.08.070 Offensive drains.**

No person shall permit any cellar, pool, sewer, water closet or private drain belonging to him to become nauseous, foul or offensive and prejudicial to the public health and comfort. [Ord. 227 § 5, 1969; prior code § 42.60.060.]

**9.08.080 Accumulations of rubbish and materials prohibited.**

No owner, lessee, agent, tenant, or occupant shall allow or permit any junk vehicles, junk, debris, or indiscriminate storage of machinery, equipment parts, lumber, or other material, or any accumulation of garbage, manure, offal, rubbish, stagnant water, or any filthy liquid or substance, or anything that is or may become putrid or offensive to be or remain upon his yard, lot or premises, or upon any yard, lot or premises controlled by him. [Ord. 600 § 4, 1995; Ord. 227 § 5, 1969; prior code § 42.60.070.]

**9.08.090 Certain conditions declared nuisances.**

In addition to other public nuisances declared by other sections of this code, the nonexclusive following are declared to be public nuisances:

- A. The sale or offering for sale of unwholesome food or drink; or places where such sales or offerings are made;
- B. The exposure, display, sale, or distribution of obscene pictures, books, pamphlets, magazines, papers, documents, or objects;
- C. The public exposure of a person having a contagious disease;
- D. The keeping of an animal that causes a disturbance by noise after being informed that this noise is having that effect and the noise continues;
- E. The operation or use of any electrical apparatus or machine which materially and unduly interferes with radio or television reception by others;
- F. Any use of a street or sidewalk or a place adjacent thereto which causes crowds of people to gather so as to obstruct traffic on such street or sidewalk, or which otherwise obstructs traffic thereon, except as may be authorized by law or ordinance;
- G. All ditches, drains, wells, pools, cisterns, bodies, or containers of water in which mosquitoes breed or are likely to breed, or which are so constructed, formed, conditioned, or situated as to endanger the public health or safety;
- H. Rank weeds or grass; carcasses; accumulations of manure, refuse or other things, which are, or are likely to be, breeding places for flies, mosquitoes, vermin, or disease germs;
- I. Any pit, hole, or other thing which is so constructed, formed, conditioned, and/or situated as to endanger the public safety;
- J. Any fire or explosion hazard which endangers the public peace, health, safety, or welfare;
- K. Any occupation or activity which endangers the public peace, health, safety, morals, or welfare. [Ord. 683 § 4, 2000; Ord. 227 § 5, 1969; prior code § 42.60.080.]

**9.08.100 Remedies not exclusive.**

Nothing in this chapter shall interfere with remedies provided in other sections of this code for the abatement of nuisances, or with the remedies provided in the building code, or with any other remedy afforded by the laws of the state. The board or mayor of the borough may, at their option, choose any method or combination of methods provided for in this chapter, or provided by law, in order to enforce the provisions of this chapter. [Ord. 683 § 4, 2000; Ord. 227 § 5, 1969; prior code § 42.60.220.]

**9.08.110 Notification of offenders by police chief – Abatement.**

It shall be the duty of the chief of police upon receiving notice of any violation of the provisions of this chapter immediately to notify the offender to abate and remove the same within such time as he may deem proper, not to exceed 24 hours. If the nuisance has not been removed or abated within the time specified in the notice, the chief of

police shall cause the same to be removed and the expense thereof shall be paid by the borough and recovered from the owner by an action at law. [Ord. 683 § 4, 2000; Ord. 227 § 5, 1969; prior code § 42.60.230.]

**9.08.120 Penalty for violation.**

In addition to the remedies provided by this chapter against any such building or other structure, any person, firm, association or corporation who willfully violates any provision of this chapter, or who willfully fails or refuses to comply with final order, determination, decision or judgment of the board of adjustment made in accordance with the provisions of this chapter, or any final intermediate order made in accordance with the provisions of this chapter by the borough manager, fire chief, chief of police, building inspector, or health officer, or other authorized officer or employee of the borough shall be punishable as provided for in WMC 1.20.010. Any person violating any provision of this chapter is guilty of an infraction and shall be punished by the fine established in the WMC 1.20.050 fine schedule if the offense is listed in that fine schedule or by a fine of up to \$500.00 if the offense is not listed in the WMC 1.20.050 fine schedule. [Ord. 909 § 2, 2015; Ord. 833 § 61, 2009; Ord. 683 § 4, 2000; Ord. 227 § 5, 1969; prior code § 42.60.240.]

# **Agenda Item 14**

## **CITY & BOROUGH OF WRANGELL**

### **BOROUGH ASSEMBLY AGENDA ITEM**

September 26, 2017

#### **INFORMATION:**

ATTORNEY'S FILE – Available for the Borough Assembly to view in the Clerk's office.

# **Agenda Item 15a**

## **CITY & BOROUGH OF WRANGELL**

**BOROUGH ASSEMBLY  
AGENDA ITEM  
September 26, 2017**

**Executive Session – None**