



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

**Tuesday, June 12, 2018
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 _____
- c. CEREMONIAL MATTERS – *Community Presentations, Proclamations, Awards, Certificates of Service, Guest Introductions.*

2. ROLL CALL

3. PERSONS TO BE HEARD

- a. Sally Schlichting, ADEC – Byford Junkyard Treated Soil Disposal Project Update

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

Consent Agenda Items:

- a. Approval of Assembly Minutes – May 22, 2018

Correspondence Items:

- b. School Board Minutes – School Board Action – May 21, 2018
- c. Wrangell Medical Center Minutes – April 18, 2018
- d. School Board Press Release – Strategic Plan

7. BOROUGH MANAGER'S REPORT

- a. Water Report

8. BOROUGH CLERK'S FILE

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS – None.

11. PUBLIC HEARING

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. **PROPOSED RESOLUTION No. 06-18-1414 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, LEVYING A GENERAL TAX FOR SCHOOL AND MUNICIPAL PURPOSES**

UPON ALL TAXABLE PROPERTY WITHIN THE BOROUGH FOR THE TAX YEAR 2019 PURSUANT TO WRANGELL MUNICIPAL CODE SECTION 5.04.010; PROVIDING FOR THE COLLECTION OF TAXES DUE IN 2018 AND PRESCRIBING PENALTIES AND INTEREST FOR DELINQUENT TAXES

- b. **PROPOSED RESOLUTION No. 06-18-1415** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING THE BUDGET FOR ALL FUNDS OF THE CITY OF WRANGELL, ALASKA, FOR THE FISCAL YEAR 2018-2019
 - c. **PROPOSED RESOLUTION NO. 06-18-1412** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AUTHORIZING A LEASE FOR THE WRANGELL MARINERS MEMORIAL
 - d. Approval of the Wrangell Medical Center FY 2019 Budget
 - e. Approval of the Wrangell Medical Center 2019 Personnel Policies
 - f. **PROPOSED RESOLUTION NO. 06-18-1416** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AUTHORIZING PURSUIT OF A COMMUNITY HEALTHCARE SOLUTION STRATEGIC AFFILIATION WITH SOUTHEAST ALASKA REGIONAL HEALTHCARE CONSORTIUM
 - g. Approval of Contract with Tamico RnR JV in the Amount of \$8,355,240 for the Shoemaker Bay Harbor Project
- 14. **ATTORNEY'S FILE** – Available for Assembly review in the Borough Clerk's office
 - 15. **EXECUTIVE SESSION**
 - 16. **ADJOURNMENT**

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u> Ceremonial Matters	<u>NO.</u>	1c	Date	June 12, 2018
<u>SUBMITTED BY:</u> Kim Lane, Borough Clerk				

INFORMATION:

Ceremonial Matters. Community Presentations, Proclamations, Awards, Certificates of Service, Guest Introductions.

RECOMMENDED ACTION: No action required.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Environmental
Conservation**

DIVISION OF SPILL PREVENTION AND RESPONSE
Contaminated Sites Program

PO Box 111800
410 Willoughby Ave #303
Juneau, AK 99811-1800
Main: 907-465-5390
Fax: 907-465-5218
www.dec.alaska.gov

June 5, 2018

File No: 1529.38.006

Dan Strucher, Project Manager
NRC Alaska
619 East Ship Creek Ave., Suite 309
Anchorage, Alaska 99501
Phone: 907-258-1558

RE: Wrangell Junkyard Final Cleanup Phase – Soil Transport and Disposal Plan Approval

Dear Dan,

Thank you for the final Soil Transport and Disposal Work Plan, submitted June 5, 2018. This plan details the packaging, transport, and disposal activities for removing the estimated 18,500 cubic yards of treated, lead-contaminated soil generated from the cleanup of the former Wrangell (Byford) Junkyard now owned by the City and Borough of Wrangell and located at Mile 4 Zimovia Highway in Wrangell Alaska.

The work plan is approved. Specific approval under 18 AAC 75.370(b) is also granted for the off-site transport and disposal of the estimated 18,500 cubic yards of treated lead contaminated soil. This material is a designated non-hazardous waste under RCRA with a classification as a hazardous material under U.S. DOT rules. As described in the plan, this material will be loaded into 9-cubic yard flexible intermediate bulk containers at the site, then trucked 2.2 miles south along Zimovia Highway to the barge loading area at the Silver Bay Logging former mill site. There, the containers will be staged prior to shipment south by barge to the Waste Management Columbia Ridge Landfill and Recycling Center in Arlington, Oregon. Columbia Ridge is an EPA and State of Oregon permitted Subtitle D landfill facility, permit number: ORD987173457. Approximately three barge trips will be required to ship all the contaminated soil south, with estimated completion of the project by the end of September 2018.

Thank you for your excellent work on this project. DEC looks forward to a smooth and successful operation throughout the summer.

Sincerely,

A blue ink signature of Sally Schlichting, written in a cursive style.

Sally Schlichting
Project Manager

cc: Lisa Von Bargaen, Borough Manager, City and Borough of Wrangell
John Halverson, Program Manager, DEC Contaminated Sites Program

SOIL TRANSPORT AND DISPOSAL PLAN WRANGELL JUNKYARD WRANGELL, ALASKA

JUNE 05, 2018



Prepared for:

State of Alaska
Department of Environmental Conservation
Division of Spill Prevention and Response
410 Willoughby Ave., Ste. 303
P.O. Box 111800
Juneau, AK 99811-1800

Prepared by:



619 East Ship Creek Ave., Suite 309
Anchorage, Alaska 99501
Phone: 907-258-1558

Approval Name and Titles	Signature	Date and Time
NRC Alaska PM: Dan Strucher		
NRC Alaska Site PM: Shane O'Neill		
ADEC Program Manager: Sally Schlichting		

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1.0 SITE LOCATION

The Project Street/Location is 4 Mile Zimovia Highway, Wrangell, Alaska 99929. The legal description is Tract Y, Lot Y-2, 2.51 acres, Subdivision USS 2321, Parcel number 03-006-303. The site is located in Township 63 South; Range 38 East; Section: 7; Copper River Meridian. The Site latitude is 56.4227° N and longitude 132.3563° W. The Environmental Protection Agency (EPA) Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) identification number for the Wrangell Junkyard site is AKSFN1002224.

2.0 SITE BACKGROUND AND PAST PROJECT ACTIVITIES

The Site history, environmental investigations and remedial actions to date are detailed in the following documents:

- Final Report for Wrangell Junkyard Preliminary Assessment; Wrangell, Alaska, NTP No. 1820121142A, February 2001. (Ecology & Environment Inc. (E&E))
- Report Wrangell Junkyard Site Characterization and Removal Cost Estimate; Wrangell, Alaska, NTP No. 1820121162, June 28, 2002. (E&E)
- Wrangell Junkyard Targeted Brownfields Assessment (TBA), Wrangell, Alaska, Technical Direction Document 13-07-0010, July 2015. (E&E).
- Final Report for 2016 Wrangell Junkyard cleanup NTP No. 18-7002-01-11, December 21, 2016 (NRC Alaska, NORTECH)

As reported in the July 2015 E&E TBA, Mr. Virgil Byford purchased the property from a private owner in the early 1960s and began salvage yard operations shortly after. Site use prior to the 1960s is unknown. Mr. Byford sold the property to Mr. Kurt Gibb in 1994. The City and Borough of Wrangell (CBW) foreclosed on the property in 2008 due to unpaid taxes. As a result of these actions, the CBW currently owns the property.

In February 2016 NRC Alaska mobilized to the Byford Junkyard site under NTP 18-7002-01-11 to start the excavation and cleanup of an estimated 4,000 cubic yards of lead contaminated soil. This material was expected to be screened down to ~2,500 cubic yards of soil after removing the larger exempt debris. The soil was then expected to be shipped off site for disposal at an EPA Permitted RCRA Subtitle C TSDF and landfill.

Once 2016 operations began onsite, it became clear that the original quantity estimate of 4,000 cubic yards was substantially lower than the actual quantity of lead contaminated soil present on site. A newly formulated estimate showed that the quantity of contaminated soil to be excavated from the site would be closer to 18,000 cubic yards. This fact resulted in a significant increase in total project cost. In order to work within available funding, NRC Alaska proposed treating the soil on site with a proven technology and stabilizing agent, EcoBond, that would reduce or eliminate the leachability of the lead. This scope of work would reduce the eventual cost of the project's transportation and disposal by re-classifying and recharacterizing the soil as non-hazardous waste under EPA's 40 CFR RCRA regulations.

Due to the limited budget available for the project, NRC Alaska was instructed by the ADEC to construct a temporary lined and covered stockpile for the stabilized treated soil. This step would fulfill the immediate need of eliminating the environmental threat to the community while allowing the ADEC to work on a permanent disposal plan. At the end of the project the total quantity of soil excavated and screened was closer to 24,000 cubic yards which produced a treated temporary

stockpile of 18,315 cubic yards to remain under cover on the upper portion of the former Byford property as illustrated in the aerial photo below.



In 2017, NRC Alaska under NTP 180000020 was asked to create an engineered monofill at the Alaska Department of Natural Resources (ADNR) Rock Pit #2 located just off Pat's Creek Road. Site prep and construction was started at the pit (see photo below) but, due to concerns raised by the citizens of Wrangell and the Wrangell Cooperative Association (WCA) the project was paused to research and address the issues and concerns raised as well as to allow more time to potentially acquire the necessary additional funding required to ship the materials off Wrangell Island.



NRC Alaska returned to Wrangell in 2018 to continue the construction of the monofill, however, the project was again put on hold while Governor Walker requested additional funding. He requested an additional five million dollars be added to the capital budget for the expressed purpose of shipping the contaminated soil to an offsite disposal facility. In May 2018, the Alaska Legislature voted to include this funding in the budget. Existing remaining funds combined with this additional funding is now sufficient to pay for packaging, shipping, and disposal of this treated material off island at an EPA permitted disposal facility.

3.0 SHIPPING AND DISPOSAL PROJECT OBJECTIVES

The primary goal of this current project is the packaging and removal of the ~18,500 cubic yards of treated lead contaminated soil as well as the disposal of the contaminated liner and cover presently used to contain the contaminated soil at the Mile 4 Junkyard site. Site restoration will be conducted once all contaminated materials have been removed from the site.

The Wrangell Lumber Mill Site owned by Silver Bay Logging, Inc., located at mile 6.2 of the Zimovia Highway, will be utilized for temporary storage for all packaged soil and subsequent barge loading for transportation to a disposal facility outside of Alaska. Details of all activities are provided later in this Plan.

4.0 STORM WATER MANAGEMENT, EROSION AND SEDIMENT CONTROL

Wrangell averages over 80 inches of precipitation per year and the former Byford Junkyard site has slopes up to 17%, which together creates the potential for erosion during site operations from run-on and precipitation. In addition, groundwater in this area is usually shallow with variable depths due to the presence of silt/glacial till that controls groundwater flow. There are small drainage channels, and an existing drainage ditch parallel transmitting drainage water to three existing culverts under the Zimovia Highway and into Zimovia Strait approximately 150 feet west of the site.

A Storm Water Pollution Prevention Plan (SWPPP) has been prepared for this project and has been previously submitted. Shane O'Neill, Project Site Superintendent for NRC Alaska is CESCL certified and will perform the weekly SWPPP inspections and event inspections. Additional details pertaining to this issue are available within the Plan.

5.0 SITE CONTROL PLAN

Vehicle access to the former Byford Junkyard site from Zimovia Highway is limited to two driveways. One is centered along the highway and will be the main entrance for truck traffic hauling containerized materials to the Silver Bay logging Mill Site. The other is a smaller driveway used by the residence directly adjacent to the work site. Barriers will be installed to reduce unauthorized access, by being placed at each driveway to block entrance to the site after work has been completed daily. No trespassing signs are currently in place and will be maintained at site entrances for the duration of the project. Truck traffic signs will be placed at both the Junkyard site and the Mill Site to communicate truck turning traffic.

At the end of each operational day, the stockpile will be covered with impermeable poly sheeting and secured. This will keep the material dry as well as limiting the chance of it being released to the environment.

Decontamination procedure will include dry sweeping wheeled vehicles prior to leaving the work area. Personnel wash stations will also be utilized for personnel to clean boots and hands prior to leaving the work area.

As part of the transportation and spill response plan, NRC Alaska will contain any and all contaminated soils inadvertently or accidentally released.

6.0 PUBLIC COMMUNICATIONS

At the start of the project a public notice will be provided to the Wrangell Sentinel, the ADEC, the local Wrangell radio station KSTK, and to the City and Borough of Wrangell (CBW). These public notices will detail the hauling schedule throughout the duration of this project.

Weekly project reports will be provided to the ADEC and CBW to update everyone concerned about the project's progress. The work schedule and anticipated barge loadout dates will also be provided with the weekly reports.

Important updates, notices, and changes to the schedule will be available on the Wrangell Community Forum on Facebook for users of this social media platform.

7.0 CONTAINERIZATION FOR TRANSPORTATION AND DISPOSAL

All contaminated materials including the treated materials in the stockpile as well as the contaminated liner that has been in contact with the contaminated soil will be containerized into specially designed and DOT certified woven fiber bags also known as Flexible Intermediate Bulk Containers (FIBC). This packaging choice will allow for the material to be shipped by Marine Carrier as a Non RCRA regulated contaminated soil, not requiring an EPA manifest. Each FIBC will be loaded to a quantity not exceeding 12 tons net weight per package. For DOT Classification purposes, the Proper Shipping Name (PSN) will be UN3077 Environmentally Hazardous Substance, Solid N.O.S. (Lead) 9 PGIII ERG171. This PSN will be utilized on all of the proper labeling, marking, and placarding of each container as well, in full compliance with US DOT 49CFR Hazardous Material Shipping regulations.

8.0 PERSONNEL

A crew of 11 individuals will be working the site, 7 from NRC Alaska and 4 from BW Enterprises. This number includes site supervision, shipping paper preparation, waste tracking, transportation coordination, site safety oversight, equipment operators, and laborers needed fill each FIBC. NORTECH will have up to two people on site for sampling at the two sites periodically throughout the project.

Title	Name	Organization, Telephone
Contract Manager	Blake Hillis	NRC Alaska, (907) 646-5082
Contracting Officer	Procurement Manager	ADEC, (907) 465-5076
ADEC Project Manager	Sally Schlichting	ADEC, (907) 465-5076
NRC Alaska Project Manager/Director	Dan Strucher	NRC Alaska, (907) 242-4304
NRC Alaska On-Site Director	Shane O'Neill	NRC Alaska, (907) 980-0818
NRC Alaska Supporting Director & Quality Assurance Manager	Rick Reimer	NRC Alaska, (907) 646-5083
Safety Officer	Marc Palmisano	NRC Alaska, (907) 646-5094
Qualified Environmental Professional	Jason Ginter, PMP	<i>NORTECH</i> , (907) 586-6813
	Ronald Pratt	or Cell (360) 236-8865
Equipment Operator	Brett Woodbury	BW Enterprises, (907) 874-2190

9.0 EQUIPMENT

Equipment utilized on site during this project include; track excavators, wheel loaders with forks and lifting racks, small track bulldozer, loader mounted brush sweeper for housekeeping, semi-tractor truck units to facilitate FIBC movements, and crane to facilitate barge loading.

Additional equipment used periodically throughout the project will include a barge, tug, train and gondola cars.



10.0 SITE OPERATIONS

Work on site is estimated to take up to 17 weeks to complete, working uninterrupted 6 days per week packaging 20-25 FIBC's per day. Approximately every 4-6 weeks, a barge load of filled FIBC's will be shipped from the Silver Bay mill site storage area in Wrangell to Seattle.



Once all contaminated materials have been containerized and removed from the site. The area under the current stockpile will be sampled to ensure it is free from contamination and then the site will be leveled and closed.

11.0 BYFORD JUNKYARD SITE PREPARATION

A flat operation pad, approx. 130' x 150' will be constructed directly to the southeast of the current stockpile on the Byford Junkyard site. The loading area of the pad will be lined with a portion of the material used to cover the stockpile to ensure that no contamination is spread while the contaminated soil is loaded into the 9-yard FIBC's. The loading area will be made so that a tent can be erected if weather becomes a hindrance to the project schedule.



After the operations/FIBC loading pad is completed, a driving surface will be made by capping a driving lane connecting the operation pad to the main site entrance with D1 to facilitate truck traffic on site. This D1 gravel capped driving lane is necessary to avoid damaging truck tires.

12.0 MILL SITE PREPARATION

At the Silver Bay logging Mill site, the concrete pad and driving paths will be swept using a powered sweeper attachment on a loader. The surrounding areas will then be sampled for lead. This will be repeated at the end of the project to confirm that our activities on site were clean and did not result in contamination.

The dirt path/road that connects the paved driving area to the concrete pad and barge ramp will be rocked with 6"- shot rock hauled from the monofill site and then capped with D1 gravel to make a smooth and mud free driving surface for the truck hauling and barge loading.



13.0 CONTAINERIZING SOIL

A small area at the southeast corner of the stockpile will be cut open. Directly adjacent to the opened stockpile, on the lined loading area, two "loading boxes" will be placed. Each loading box holds one 9-yard FIBC. The FIBC will be opened and placed inside and secured to the rack by two NRC ALASKA laborers. Approximately 9 yards of contaminated soil from the stockpile will be loaded into each FIBC using an excavator. The FIBC's will then have both the inner and outer flaps closed and secured. The straps for the bags will then be attached to the "moving frame" attached to a 160 loader (lifting capacity per manufacturer is 34,000 lbs.).

Once the bags are free from the loading box they will be inspected by NRC Alaska laborers. Any contaminated material found to be on the outside of the FIBC it will be cleaned while still on the lined pad. Extreme care will be taken to prevent the release of any of the packaged treated soil at this site. Once the FIBC passes inspection it will be loaded onto a 20' flatbed trailer and secured. Each bag will be numbered, labeled and manifested individually before being transported from site.

The FIBC will then be moved from the Junkyard site to the Mill site by a tractor trailer driven by a local driver. Once at the Mill site the FIBC will be unloaded using the same method-- a loader with a lifting rack. Weights will be checked periodically to ensure proper loading of the bags to maximize packaging and minimize over loading. The FIBC will be placed on a concrete or paved pad near the barge ramp/dock.

14.0 BARGE LOADOUT

Upon an accumulation of up to 10,000 tons of packaged materials (~800 ea. approximately 9 cubic yard capacity FIBC's), the filled containers will then be loaded by crane and or loader onto the deck of a barge. Each loadout is expected to take 3 days. Due to congestion at the Silver Bay logging mill site, work at the former Junkyard site will be suspended during barge loadouts.

Once loaded, the barge will make the voyage to the Duwamish waterway area of the Port of Seattle. This is estimated to be approximately every six weeks. The project will be completed with a total of three loadouts performed by the following marine carrier:

HEKO SERVICES INC
WAD988470589
2130 HARBOR AVE SW
SEATTLE, WA 98126



15.0 BARGE UNLOADING AND TSDF DELIVERY

From the Waste Management Duwamish Transfer Facility in Seattle, the FIBC's will be offloaded from the barge deck and transferred to gondola style railcars. Seven to eight bags will be placed into each gondola car. The tracks at the Duwamish Transfer Facility connect to Union Pacific railroad's Argo Yard for switching and connection to the dedicated unit train that the UPRR operates to the South of Arlington in Oregon. This daily train is used for delivery of municipal solid waste from the greater Seattle area to the Waste Management Columbia Ridge Landfill and Recycling facility.

COLUMBIA RIDGE LANDFILL & RECYCLING CENTER
ORD987173457
18177 CEDAR SPRINGS LN
ARLINGTON, OR 97812



When the train arrives in the rail yard at the Columbia Ridge Landfill, the FIBC's will be off-loaded from the gondola style railcars and sent by truck to the active landfill face for tipping and depositing into the landfill. This entire sequence will be tracked, recorded, reported and performed using acceptable shipping papers from start to finish.

This FIBC containerized method represents a very safe and secure method of movement for this volume of material as well as providing the least amount of risk for shipping off site.



16.0 SITE CLOSURE

NRC Alaska and NORTECH will submit a Site Restoration Plan no later than 30 days before completion of the removal of contamination from the Junkyard site for ADEC review.

17.0 SAMPLING CONFIRMATION

NORTECH will complete confirmation sampling to ensure that no contaminated materials are present under the current stockpile location or at the loading pad.

18.0 SITE RESTORATION

After confirmation that the all contaminated material has been removed from the site and ADEC approval, NRC Alaska will recontour the stockpile area by removing and repositioning the berms used to contain the stockpile. The site will be left to facilitate proper drainage of surface water to comply with SWPPP closure. The site will be left smooth with no holes or safety issues.

Site restoration is estimated to take less than one week to complete to the satisfaction of the ADEC and the site's owner, the CBW. This will be performed with consideration for the surrounding neighbors on adjacent lots to the former Junkyard site. As previously stated, it is our intention to leave the site in far better condition than we found it.

19.0 MILL SITE CLOSURE

When the last of the containerized contaminated soil is removed from the mill site, the containment pad and the driving route will be swept again using a loader with a power brush attachment. NORTECH will perform confirmation sampling to ensure that no contaminated material escaped the packages and that the site is returned to the property owner in the same or better condition than when we arrived.

20.0 FINAL REPORTING

At the end of this project a final report will be completed and submitted to the ADEC containing a detailed description of activities on site, copies of all manifests used for transportation of the contaminated materials, copies of disposal certs from the final TSDF, and analytical confirming that the junkyard site is clean of contamination.

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u> Consent Agenda	<u>NO.</u>	6	Date	June 12, 2018
<u>SUBMITTED BY:</u> 				

INFORMATION:

Consent agenda. Items listed on the consent agenda or marked with an asterisk (*) are considered routine and will be passed in one motion; provided, upon the request of any member, the manager, or the clerk, an item on the consent agenda shall be removed from the consent agenda and placed under New Business for assembly action.

CONSENT AGENDA - RECOMMENDED ACTION:

Move to approve the Consent Agenda as submitted.

Consent Agenda Items:

- a. Approval of Assembly Minutes – May 22, 2018 (Regular)

Correspondence Items:

- b. School Board Minutes –School Board Action
- c. WMC Hospital Board Minutes -

Minutes of Regular Assembly Meeting Held on May 22, 2018

Mayor David L. Jack called the Regular Assembly meeting to order at 7:00 p.m., May 22, 2018, in the Borough Assembly Chambers. Assembly Members Gilbert, Powell, Larrabee, Howell, and Prysunka were present. Assembly Member Decker participated telephonically. Borough Manager Von Barga and Deputy Clerk Aleisha Mollen were also in attendance.

The Pledge of Allegiance was led by Assembly Member Rolland Howell.

The Invocation was given by Nettie Covalt.

CEREMONIAL MATTERS - None.

PERSONS TO BE HEARD – Joan Sargent to speak on 13f. She will speak when the item comes up.

AMENDMENTS TO THE AGENDA –

M/S: Gilbert/Prysunka, moved to remove Item 13a, Mariner's Memorial Resolution, due to lease updates needed.

Von Barga stated that the incorrect version of the lease was uploaded and that the right one would be provided for the next meeting. This is not a time-sensitive issue.

Motion approved unanimously by polled vote.

CONFLICT OF INTEREST – Prysunka declared a potential conflict due to his wife's employment and status at the Wrangell Medical Center. Jack declared no conflict.

CONSENT AGENDA

Consent Agenda Items:

- a. Approval of Assembly Minutes – May 7, 2018 (Board of Equalization) & May 8, 2018 (Regular)
- b. Approval of a Final Plat of the Ingram Replat, a replat of Lots 17 and 19, USS 3398, creating a single Lot A, zoned Rural Residential, owned by Wanda Ingram

Correspondence Items:

- c. School Board Minutes –School Board Action –

M/S: Gilbert/Prysunka, to approve the Consent Agenda as submitted.

Decker had a change to the Special Meeting Minutes of 5/17/18. In the last paragraph of the first page, it should read "personally supported," instead of "Assembly supported." The change will be made.

Motion approved unanimously by polled vote.

BOROUGH MANAGER'S REPORT

In addition to the written report, Manager Von Barga provided a verbal report on the following:

- Update on the Junkyard removal from Sally Schlichting. The project is estimated to be completed by the end of the September.
- City and Borough of Sitka is currently surplussing a Vac Truck that we need. Although the bid amount is in Von Barga's spending limit, she would like to present it to be approved. Amber Al-Haddad, Public Works Director, provided background on the need for this vehicle, and additional

uses for the vehicle in other departments across the City and Borough. The Assembly had no objections to Von Bargaen putting in a bid on this truck.

- Also, Von Bargaen mentioned her travel schedule just for the Assembly's information.

Prysunka asked for clarification that there will be no partial job done on the Byford Cleanup in case money is not found. Von Bargaen stated that they cannot do that, but clarification will be sought.

BOROUGH CLERK'S FILE

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS

Howell stated that he is on the Steering Committee with Gilbert and on Sunday the committee unanimously recommended to move forward on the June 12th Meeting.

Larrabee had a call from the USFS regarding the Chugach tug. Von Bargaen stated that there is a meeting on Thursday that Carol Rushmore will be attending and that information will be brought before the Assembly at a future meeting.

Prysunka noted that there was a clean-up a couple of weeks ago out Spur Road and he wanted to offer thanks to the people who took the time to do that. It was coordinated by Lucy Robinson and Amber Al-Haddad.

Decker noted that on a call today there is talk about the state's salmon hatcheries being attacked. Many groups are passing resolutions in support of the hatcheries and Decker will be providing that information in the future.

Al-Haddad thanked everyone for the clean-up and noted that WCA has some grant funds for clean up. They recently cleaned up a car that was out there and have some signs to put up on Spur Road in regards to monitoring and fines.

MAYOR AND ASSEMBLY APPOINTMENTS – None.

PUBLIC HEARING

11a FY 2018/2019 Budget

Mayor Jack declared the Public Hearing open and asked if there were anyone wishing to speak on this item; Hearing none, Jack declared the Public Hearing for this item closed.

UNFINISHED BUSINESS – None.

NEW BUSINESS

13a PROPOSED RESOLUTION NO. 05-18-1412 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AUTHORIZING A LEASE FOR THE WRANGELL MARINERS MEMORIAL

Item pulled from the Agenda under Amendments to the Agenda.

13b Approval of the request from Patty Kautz of the Marine Bar and Hungry Beaver to modify the existing City Tidelands Lease

M/S: Gilbert/Larrabee moved to approve the request from Patty Kautz of the Marine Bar and Hungry Beaver to modify the existing City Tidelands Lease to include a portion of Lot 36, Block 16 and Block 7A, with the following conditions:

1. A reduced square footage as requested, approximately 2700 square feet, with the western boundary not to exceed 22' wide; and

2. The Leased Tidelands only be used for parking;

and for the area to be surveyed at the expense of the applicant and for an appraisal to be ordered by the Borough Clerk.

Motion approved unanimously by polled vote.

13c Discussion Item: Wrangell Medical Center expenditures *(requested by Assembly Member Prysunka)*

There is an incorrect agenda attached and there is no Approval or action to be taken.

Mr. Robert Rang gave a financial update of the status of WMC. Prysunka asked about the lease of the colonoscopy machine. Rang noted that it was approved last October and the lease was entered into before the non-binding agreement was signed, when the machine broke down in February. The revenue brought in from the first clinic and projected from the 2nd clinic will more than cover the lease. There is about a 60 day window on billing the first use of the machine. The City will still assume any funds that the hospital is due before the merger.

Prysunka stated his concerns due to the current financial situation of the hospital and the potential for liability. He asked if there are any additional purchases coming up. At this time, Rang stated that he is waiting for equipment that has been approved to fail before any replacements. They are currently expecting about \$100,000 in the mid-year estimate the CPA provided.

Von Bargaen stated that her understanding is that SEARHC has a vast network of machinery and that any added equipment would not change the deal, but that they would potentially be able to use this. Additionally, most of the funds received after the closure will be held aside for removal of the building.

Prysunka also stated that once the deal has been made, there is an advisory board here, but not a governance board. It is important to keep the budget tight to account for the completion of the deal and any liabilities therein.

Von Bargaen said that she gets a report every Friday from Rang regarding the financial status and can forward that on as soon as received rather than waiting until the next Assembly Meeting.

Larrabee asked about the duration of the lease. Rang said that it is a 5-year lease for \$90,000. And after paying off the lease, it can be surplussed if needed, especially since it is a newer machine. Also, the Radiology software is still under lease.

Gilbert asked about Accounts Receivable and Rang stated that there is about \$2.5M on the books and 75% of that is expected in. In regards to coding errors, it is very small, probably 2%, and should not be an issue once SERHC takes over.

Larrabee asked about the billing company and if they provide collections. It was stated that Northern Credit in Ketchikan handles that.

Recess at 7:50 p.m.

Reconvene at 7:55 p.m.

Rang also stated that \$28M was approved to go to Medicaid in the State Budget. Payments will not be made in June due to that shortfall. Payments will be prioritized to those facilities that will face a hardship because of that. WMC was added to the list by Rang, so that we can be carried through. A letter was also sent today regarding the Medicaid shortfall and Von Bargen can forward that letter to the Assembly.

13d Approval of Industrial Master Service Agreement with Waste Management National Services Inc.

M/S: Prysunka/Gilbert moved to approve an Industrial Master Services Agreement with Waste Management National Services, Inc.

Howell asked about the rates compared to what we are doing. Al-Haddad stated that we are not currently doing any work with them, but this will set the terms for future agreements and work done. The rates will depend on the service done at that time. June 15th and 16th will be the next Household Hazardous Waste disposal date, at which time households can bring up to 200 pounds of waste for free.

Prysunka asked about the length of the contract and Al-Haddad stated that they do typically do 5 years.

Howell asked about the verbiage regarding a trip to Wrangell. Al-Haddad answered that we are responsible if we do an Exhibit R and a site addendum and then if the trip is cancelled.

Larrabee stated that other regional communities do a similar agreement and Al-Haddad confirmed that this is correct. We did not enter an agreement at the time because we had just cleared the scrap metal. Larrabee asked if there is anything slated in the future that we can do and Al-Haddad stated that we need the agreement in place first.

Motion approved unanimously by polled vote

13e Discussion Item: Water Treatment

Al-Haddad presented the findings of the roughing filter project, the report of which is attached to the packet. In addition, if the funds are not available for the DAF plant, we may return to this plan using the additional polymer. Al-Haddad thanked Wayne McHolland for insisting that we do a pilot program and although it was disappointing to see the pilot program fail, it was great to realize this before moving forward and losing more money.

In the meantime, one temporary Water Treatment Operator has been hired, who worked for us last year, and another should be hired around the end of the month. Prysunka asked about the plunger process and McHolland answered that it has already started. Prysunka also asked about using the tanker to avoid losing water and McHolland stated that the tanker is not big enough. Al-Haddad stated that the filter water is being recaptured and worked on. It will be repumped into the clear well.

Powell asked for an update on the bypass lines and Al-Haddad stated that it is currently at a stalemate.

Howell noted that Trident processes chum and that starts June 25th. The peak goal should be set earlier as it closed August 12th last year.

McHolland said that current levels show both reservoirs are full right now. As long as we keep getting rain, we will be good. The amount of sand will last as well.

Al-Haddad noted that the grant should be heard about in June and that information will be shared immediately.

13f Discussion Item: Nuisance Abatement

Person to be Heard: Joan Sargent. She stated that she is here to speak in support of the Borough Manager's efforts to clean up the areas. There are a lot of statutes related to the compliance of the community in this area. The thought is that if letter-writing is not expected to be successful, why do it? Even if there is a legal requirement, we are working with our neighbors and should develop a personal approach. She met with Von Bargaen and it was noted that each person will get a phone call and an invitation to meet and come up with a plan. Sargent asks that the sincere attempt is to negotiate a reasonable solution with each individual, and she does support the efforts.

Von Bargaen states that enforcement to this point has not taken place, so to start we should treat people how we want to be treated and work together to clean this up.

Prysunka stated that he has heard from people on the other side who feel that their rights are being infringed on and want the nuisance to be cleaned up. He says that we need to put some oomph behind the action.

Von Bargaen stated that there were generic letters sent and if it does go to court, the judge will want to know what the process was and how it was followed. We need to develop a personalized agreement that may cost the Borough money, but would be worth it to move that along. To start, we will begin with 4-6 properties to make sure that we can see it through to the end.

Powell asked about Zoning to prevent people from buying property and filling it with junk. Von Bargaen stated that the WMC does not have a code section to require development of a property before purchase. Additionally, up to this point, Al-Haddad, our Building Inspector, is not able to request building plans before the inspection. If we adopt the International Building Codes, we would be able to request this.

Larrabee asked if we had a prioritized list and Von Bargaen stated that she has a few in mind in the visible corridor. Larrabee asked to include large and small nuisances and Von Bargaen said that the two in mind do cover both ends of the spectrum.

Gilbert asked for a definition of the word nuisance. Von Bargaen stated that she will provide that.

Von Bargaen also said that the International Building Codes will be brought forward no sooner than the end of June.

Decker wanted to caution the Assembly to not push the Borough Manager to be unrealistic about her deadlines. Von Bargaen stated that enforcement takes time and is not a quick-moving process.

Recess at 9:44 p.m.

Reconvene at 9:50 p.m.

13g Approval of Early Defeasance of Water & Sewer Loans

M/S: Prysunka/Howell moved to approve Early Defeasance of Water and Sewer Loans.

Howell and Gilbert asked how much this will save. Finance Director Lee Burgess stated that the sewer loan is a 40 year loan at 4.75%, set to mature 2037. The Water Loan is a 1.5% loan, due to mature in 2021 for the Water Treatment Plan. The Sewer Loan is substantial (\$200,000+), while the Water Loan is just a few thousand. The funds would come from the CDs and the water fund, respectively. There is also an additional loan of \$177,000 with a higher interest rate, but it is not up for defeasance at this time.

Motion approved unanimously by polled vote

13h (listed as i on the agenda) Discussion Item: FY 2018/2019 Budget

Von Bargaen provided additional information about the 2% fee increase and information from Al-Haddad regarding the Public Safety Building.

Von Bargaen reviewed a list of 61 areas that the Borough had asked for information about in regards to the budget.

On Item 2, Librarian Margaret Villarma spoke that this would cause a reduction in hours that the library would be open (probably 1 night and half a day on Saturday) and would cause her to take on additional responsibilities that would prevent her normal responsibilities. Additionally, temp staff cost would be incurred for leave time. This would also cut back in assistance to the public while they are in the library. Burgess confirmed that this number includes the benefits. Von Bargaen stated that this could be a job-sharing option to split between the Library and the Nolan Center. After discussion at the end of the budget item, it was decided not to job-share at this time.

On Item 23, the Building Envelope Study, the Assembly gave direction to add this to next year's budget, not this one.

On Item 35, Painting our own crosswalks, the cross walks and parking downtown would be included in this as well.

On Item 36, Rock Crushing, there are opportunities to use items in town or borrowing and with considering the labor and upkeep, it is something that needs to be reviewed for the future.

On Item 39, PSB, Al-Haddad presented information regarding replacing the most critical pieces and how those would be replaced. The Assembly gave direction to accept the suggestion from Al-Haddad and that will cause a reduction in the General Fund.

On Item 41, IT Director, the Assembly agrees with the proposal, but would like to work toward the possibility of having an IT staff person. Decker asked if the cost could be spread out among the departments and if this would make the conversation different. Burgess stated that the Enterprise funds wouldn't need to be increased to cover an IT staff person if that staff person didn't work for those departments as much as other departments. Burgess also stated that the cost from Petersburg includes memberships and software that he purchases and shares with his clients. It would still be something we would have to purchase on top of the payroll costs.

Further clarification was made on the Nolan Center Custodian position to job share with the Library. At this time the Assembly decided to leave things as they are and not share that position.

On Item 42, Fire Truck Financing, Burgess reviewed options for financing versus taking money from the City's Permanent Fund. The Assembly directed Burgess to come up with options to review in the future, and if not in time for the final budget, and amendment can be provided. Powell asked if the truck was needed this year and if not, then when. It was answered that we do not need that this year, but it is not something that should be put off for too long.

Discussion was had about insurance and self-insurance and it will be researched.

On Item 57, 7th Police Officer, Prysunka stated that he had discussed with Chief McCloskey about the mental and burn-out benefits of having the 7th officer. We are currently at 6 with one that just retired and there will be one more retiring next year or the next. New officers take 2 years to train on average. The Assembly gave direction to move forward with the 7th officer.

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

EXECUTIVE SESSION – None

Regular Assembly Meeting adjourned at 10:32 p.m.

ATTEST: _____
Aleisha Mollen, Deputy Borough Clerk

David L. Jack, Mayor

BOARD ACTION

WRANGELL PUBLIC SCHOOL BOARD REGULAR MEETING MAY 21, 2018

FOR DETAILS, CONTACT:
PATRICK MAYER,
SUPERINTENDENT
DIRECT PHONE: 907-874-2347

- Approved the Agenda as presented
- Moved the Public Hearing re Progress toward 2017-2018 Strategic Plan Goals to the June Meeting
- Approved the Items on the Consent Agenda as presented
 - Accepted the minutes of April 12, 2018 Regular School Board Meeting
 - Approved disposal of Surplus Equipment
 - Offered extracurricular contracts for the 2018-2019 School Year as presented
 - Offered David Macri a principal contract for the 2018-2019 school year
 - Reviewed Letters of Resignation for:
 - Renate Davies, Elementary Secretary
 - Tawney Flores, Migrant/Title I Paraprofessional
 - Deborah Robinson, Migrant/Title I Paraprofessional
 - William Schwan, Secondary Principal
- Revised the 2018-2019 School Calendar making March 6, 2019 an early dismissal day
- Entered into a contract with Bob Hadaway to provide Special Education Consulting during the 2018-2019 school year
- Tabled a motion to enter into an agreement with SEARHC to provide counseling
- Revised the Exempt Classified Salary Schedule as presented, effective July 1, 2017
- Approved funding a high school swim team, up to \$10,000.00 using Title IV grant funds
- Approved a Memorandum of Agreement with Wrangell Medical Center to provide Speech and Language Pathology services during the 2018-2019 school year
- Accepted the first reading of:
 - Board Policy 1250, Volunteer Assistance
 - Board Policy 1312.4, Public Complaints Concerning Elementary and Secondary Education Act Programs
 - Board Policy 2123, Superintendent Evaluation
 - Board Policy 5040, Student Nutrition & Physical Activity
 - Board Policy 6145, Extracurricular and Co-curricular Activities
- Accepted the second reading of Board Policy 7400, Evaluation of School Board
- Reviewed:
 - Board Policy 1330, Use of School Facilities
 - Board Policy 1331, Equal Access for Student Organized Groups
 - Board Policy 1340, Public Records
 - Board Policy 1400, Relations Between Other Governmental Agencies and the Schools
- Appointed the Discipline & Safety Ad Hoc Committee Members
- Adjourned



**WRANGELL MEDICAL CENTER
BOARD OF DIRECTORS MEETING MINUTES
April 18, 2018 - 5:30 p.m.
Location: Assembly Chambers, City Hall**

CALL TO ORDER: Meeting was called to order at 5:30 by Vice President, Olinda White

ROLL CALL:

Present: Maxi Wiederspohn, Marlene Messmer, Lynne Christiansen, Olinda White

Absent: Patrick Mayer, Don McConachie, Jennifer Bates

Quorum established

Assembly representative Rolland Howell was present.

AMENDMENTS TO THE AGENDA: None

CONFLICT OF INTEREST: None

CONSENT ITEMS:

Motion made by Maxi Wiederspohn to approve consent item 5.a minutes of the regular meeting held March 21, 2018, and item 5.b statistics for March 2018, Marlene Messmer seconded, passed unanimously.

PERSONS TO BE HEARD: None

CORRESPONDENCE: None

REPORTS AND COMMUNICATIONS FROM WMC STAFF:

QUALITY REPORT

- Cathy Gross discussed LTC quality. Currently ranked 8th of 18 LTC facilities in Alaska. Ranked first as recently as Dec. of 2017. Difficult to reach the 6.0 rating.
- QAPI
 - o Introducing bug out bags for LTC (containing meds, charts, etc...), which we will put through a test run during disaster drill on April 25.
 - o Working towards a reduction of meds (Ativan, anti-psychotic meds) with staff introducing a gradual dose reduction.

COMPLIANCE REPORT

- With no quarterly report due, Scott Glaze summarized the LTC Patient Family Satisfaction Survey. Returns were low, so data is unreliable. Only 2 families responded, along with 4 residents. Strengths were protecting resident belongings and cleanliness of the facility. Areas for improvement were communication with residents and variety/taste of food.
- Scott will meet with Ginger to discuss areas of opportunity. Aim is focusing on inclusion of residents to improve communication, and enhancing the dining experience.

CFO REPORT: In addition to the written report:

- Currently have 17.1 days cash on hand, report shows 25.1 but that includes line of credit from CBW.
- Revenue in March is down 25% and revenue is down 12% YTD. Net revenue is down \$650K from 2017, but expenses are down \$500K from 2017.
- Expecting \$190k in Medicaid back-payment this week, and LTC payments next week.

OUR MISSION: To Enhance The Quality of Life For All We Serve!

BOARD OF DIRECTORS MEETING

April, 2018 - 5:30 p.m.

REPORTS AND COMMUNICATIONS FROM WMC STAFF (CONTINUED):

CEO REPORT: In addition to the written report:

- Thank you to Janet Bunes for volunteering at Health Fair to review patient lab results.
- Scope clinic is scheduled for March 8 & 9
- Disaster Drill will take place on Weds, April 25, and will be a joint effort between WMC, Clinic and EMTs. WMC has MOA with CBW to use Nolan Center and during the drill the building will function as an emergency LTC location. Staff will set up a temporary ER in the AICS clinic.
- SEARHC Facilities staff will be here April 24 & 25. This is to allow SEARHC to see the building in its current state as they deliberate assuming hospital operations.
- Ginger has hired two nurses, with perhaps one more hire on the horizon.
-

MEDICAL STAFF REPORT: No report this month

ACTION ITEMS:

- a. Motion to approve actions items A, B & C (AD 401, AD 402 & AD 404) made by Maxi Wiederspohn, seconded by Lynne Christiansen.
Poll Vote: Passed unanimously with four votes, three absent.
- d. Approval of next meeting date May 23, 2018, was approved by the chairperson
Discussion: Robert will be attending ASHNHA meeting, Doran may not be available on 23rd
No vote took place.

DISCUSSION ITEMS: None

INFORMATION ITEMS:

- a. New Hospital Project Update: None

BOARD COMMENTS:

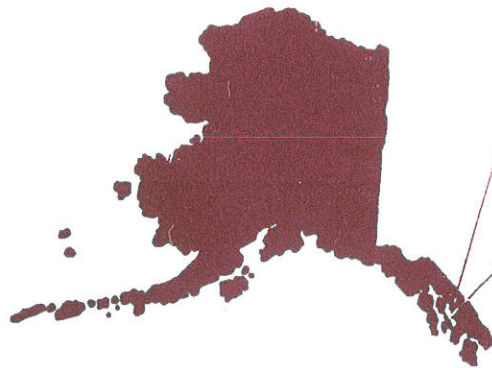
Olinda White: Were there any comments/complaints about 9:00 Health Fair start time? (No comments, per Aaron). Olinda thought that the Community Meeting went well, with a lot of people in attendance and no negatives in the wake of the meeting. Let's keep moving forward.

ADJOURN: With no further business, the regular meeting adjourned at 5:59 p.m.

Marlene Messmer
Board Secretary

Aaron Angerman
Date Certified:

OUR MISSION: To Enhance The Quality of Life For All We Serve!



**WRANGELL
PUBLIC SCHOOLS**
DISTRICT OFFICE

GATEWAY TO THE STIKINE

P.O. BOX 2319
WRANGELL, ALASKA 99929
Telephone (907) 874-2347
Fax # (907) 874-3137

FOR IMMEDIATE RELEASE

Date: June 6, 2018

Contact: Georgianna Buhler

Phone: 907-305-0566

Email: gbuhler@wpsd.us

WRANGELL SCHOOL BOARD SEEKS PUBLIC INPUT ON DRAFT STRATEGIC PLAN

*Discover and weigh in on the strategic ideas that will guide
the school board and staff for the next five years
and improve education for all students.*

Over the past five months, a team of students, parents, teachers, administrators, and school board members have identified and developed high-value ideas intended to improve educational quality and opportunity for all Wrangell students.

Public input is a vital part of the planning process. Planners began their work with access to information gathered from a community survey in January 2018. They relied significantly on information from that survey as they did their work. Now, at the end of the process, the school board is again seeking your input on the proposed plan before it is finalized.

You can access the draft plan by contacting the District Office or online at [https://www.boarddocs.com/ak/wrangell/Board.nsf/files/AZ8SPZ5EFFD1/\\$file/May%2015%20DRAFT%20Wrangell%20Strategic%20Plan.pdf](https://www.boarddocs.com/ak/wrangell/Board.nsf/files/AZ8SPZ5EFFD1/$file/May%2015%20DRAFT%20Wrangell%20Strategic%20Plan.pdf).

A public hearing will be held Monday, June 18, 2018 beginning at 5:30 PM in Evergreen Elementary School Room 101. Community members are encouraged to attend.

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	7	<u>DATE:</u>	June 12, 2018
Borough Manager's Report				
<u>SUBMITTED BY:</u>			<u>FISCAL NOTE:</u>	
			Expenditure Required:	
Lisa Von Bargaen, Borough Manager			\$0	
			Amount Budgeted:	
			\$0	
			Account Number(s):	
			N/A	
			Account Name(s):	
			N/A	
<u>Reviews/Approvals/Recommendations</u>			N/A	
		Commission, Board or Committee	Unencumbered Balance(s) (prior to expenditure):	
Name(s)			N/A	
		Attorney		
		Insurance		
<u>ATTACHMENTS:</u>				
1. Manager's Report; 2. WMC FY 2019 Draft Budget; 3. Public Works Report				

RECOMMENDATION:

None. Report only.

SUMMARY STATEMENT:

The Manager's Report for this meeting will be a short verbal report given the workload of other critical items. Please see the attached Water Report from the Public Works Director.



Wrangell Water Report

June 8, 2018

Raw Water Reservoir Levels

With the recent rains, both reservoirs are maintaining full levels.

Treated Storage Tank Levels

Both tanks are currently maintaining daily recovery to their set points.

Water Production

Reported as a Daily Average, in Gallons:

- 900,286 gallons - Week of May 1st
- 918,000 gallons - Week of May 8th
- 797,714 gallons - Week of May 15th
- 889,286 gallons - Week of May 22nd
- 558,428 gallons - Week of May 29th
- 1,030,142 gallons – Week of June 5th
- 862,429 gallons – Week of June 12th
- 1,045,857 gallons - Week of June 19th
- 962,000 gallons – Week of June 26th
- 1,227,143 gallons – Week of July 2nd
- 974,857 gallons – Week of July 9th
- 1,115,571 gallons – Week of July 23rd
- 1,007,857 gallons – Week of July 30th
- 1,007,857 gallons – Week of August 7th
- 897,142 gallons – Week of August 14th
- 763,857 gallons – Week of August 21st
- 694,000 gallons – Week of August 28th
- 756,143 gallons – Week of September 4th
- 810,000 gallons – Week of September 11th
- 859,000 gallons – Week of September 18th
- 784,000 gallons – Week of September 25th
- 712,300 gallons – Week of October 2nd
- 718,714 gallons - Week of October 9th
- 734,000 gallons – Week of October 16th
- 755,000 gallons – Week of October 23rd
- 771,000 gallons – Week of October 30th
- 759,286 gallons – Week of November 13th
- 826,857 gallons – Week of November 20th
- 730,000 gallons – Week of November 27th
- 778,429 gallons - Week of December 4th
- 764,000 gallons - Week of December 11th
- 844,143 gallons - Week of December 18th
- 922,142 gallons – Week of December 25th
- 1,062,333 gallons – Week of January 1st (2018)
- 974,000 gallons – Week of January 8th
- 946,000 gallons – Week of January 15th
- 1,049,143 gallons – Week of January 22nd
- 1,132,571 gallons – Week of January 29th
- 1,151,286 gallons – Week of February 5th
- 1,115,857 gallons – Week of February 12th
- 934,571 gallons – Week of February 19th
- 854,000 gallons – Week of February 26th
- 626,571 gallons – Week of March 5th
- 674,142 gallons – Week of March 12th
- 705,571 gallons – Week of March 19th
- 676,286 gallons – Week of March 26th
- 658,857 gallons – Week of April 1st
- 704,000 gallons – Week of April 8th

- 686,000 gallons – Week of April 15th
- 563,429 gallons – Week of April 22nd
- 709,664 gallons – Week of April 29th
- 518,142 gallons – Week of May 6th
(consumption 329,312 gallons)
- 580,714 gallons - Week of May 13th
(consumption 357,772 gallons)
- 588,285 gallons – Week of May 21st
(consumption 349,070 gallons)
- 530,857 gallons – Week of May 28th
(consumption 315,815 gallons)

Recent Water News

- A water main break was repaired on May 29th. The leak was discovered in McKinnon Street corridor, in a 1" copper line acting as the municipal water main serving the north end of Cow Alley. The break is estimated to have been leaking approximately 50 gallons per minute.
- A water main break was repaired June 5th. The leak was found in the 12" water main in Zimovia highway, close to 5-mile. The cause of the leak was determined to be corrosion along the bottom of the pipe and is estimated to have been leaking approximately 250+ gallons per minute.
- Sand cleaning by plunging, the same cleaning method utilized last year has begun in advance of the expected heavy summer demand.
- Due in part to the reservoirs maintaining full capacity and to the more recent repairs to the water leak repairs, the current demand for aggressive sand filter cleaning is low. Until such time as the maintenance demand changes, the Water Department will delay the hiring of the second temporary water treatment laborer. The applicants for the temporary employment position have been notified of this condition.

Water Treatment System Solution

- *New DAF Water Treatment Facility*

Staff visited with EDA representative, Shirley Kelly, on May 31st and reviewed the CBW's grant application with her. EDA requested both revised and additional information to what was submitted earlier in May, and staff completed that additional work this week. EDA suggests that our application will be reviewed during the July meeting of the Investment Review Committee. It is then expected that we would receive news of our application's success by the end of September 2018.

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	8	<u>Date</u>	June 12, 2018
Clerk's File				
<u>SUBMITTED BY:</u>				
Aleisha Mollen, Deputy Borough Clerk				

CALENDAR:

6-14 Planning & Zoning Commission mtg. @ 7pm in the Assembly Chambers
6-20 WMC Hospital Board mtg. @ 5:30pm in the Assembly Chambers
6-26 Regular Assembly mtg. @ 7pm in the Assembly Chambers
6-30 Community Market at the Nolan Center beginning at 10:00 am

SEAPA Board Meeting is scheduled for June 19-20 in Wrangell
Sealaska Annual Meeting is scheduled for June 21-23 in Wrangell

AML Summer Legislative Conference - August 22-23, 2018 will be presented by the Denali Borough.
The budget allocates funds for one attendee and Mayor Jack will attend on our behalf.

Robert's Rules of Order Fun Fact:

What happens if we lose a quorum during a meeting? A City Council in Kansas recently started their Regular Meeting with 5 of the 7 members present, giving them a quorum. But during a recess after a contentious issue, two of the members walked out and did not return when the council reconvened. The council was left with three members, so what happens?

At any time that a member or the presiding chair realizes that the quorum has been lost, it is their responsibility to bring that to the chair's attention through a Point of Order and business must then stop. The quorum must be present to consider any motions or vote on any items.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT				
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<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	9	<u>Date</u>	June 12, 2018
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Mayor and Assembly Business				
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<u>SUBMITTED BY:</u>	
Kim Lane, Borough Clerk	

Kim Lane, Borough Clerk	
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<u>ATTACHMENTS:</u>				
None.				

MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS:

INFORMATION: This agenda item is reserved for the mayor and assembly to provide reports or comments and to introduce items not previously on the agenda which need to be brought to the attention of the entire assembly or the staff. Assembly members may hold limited discussion on these topics or ask the borough manager or the borough clerk for clarifying information. By majority consent of the assembly, the mayor or assembly may give direction to the borough manager or the borough clerk to add an item for consideration for the next regular assembly meeting. Other than as described in this subsection I, no action may be taken by the assembly under this agenda item.

CITY & BOROUGH OF WRANGELL, ALASKA				
BOROUGH ASSEMBLY AGENDA STATEMENT				

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	10	<u>Date</u>	June 12, 2018
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Mayor and Assembly Appointments				
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<u>SUBMITTED BY:</u>	
Kim Lane, Borough Clerk	

ATTACHMENTS:				

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.

There are no appointments to be filled.

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	13a	<u>DATE:</u>	June 12, 2018
Approval of Proposed Resolution No. 06-18-1414 of the Assembly of the City & Borough of Wrangell, Alaska Levying a General Tax for School and Municipal Purposes upon all Taxable Property within the Borough for the Tax Year 2018 Pursuant to Wrangell Municipal Code Section 5.04.010; Providing for the Collection of Taxes Due in 2018 and Prescribing Penalties and Interest for Delinquent Taxes				
<u>SUBMITTED BY:</u>		<u>FISCAL NOTE:</u>		
Lisa Von Bargaen, Borough Manager		Expenditure Required:		
		Amount Budgeted:		
		Account Number(s):		
		Account Name(s):		
<u>Reviews/Approvals/Recommendations</u>				
<input type="checkbox"/>	Commission, Board or Committee		Unencumbered Balance(s) (prior to expenditure):	
Name(s)				
<input type="checkbox"/>	Attorney			
<input type="checkbox"/>	Insurance			
<u>ATTACHMENTS:</u>				
1. Resolution No. 06-18-1414; 2. Tax Roll Certification.				

RECOMMENDATION MOTION:

Move to Approve Resolution No. 06-18-1414 of the Assembly of the City & Borough of Wrangell, Alaska Levying a General Tax for School and Municipal Purposes upon all Taxable Property within the Borough for the Tax Year 2018 Pursuant to Wrangell Municipal Code Section 5.04.010; Providing for the Collection of Taxes Due in 2018 and Prescribing Penalties and Interest for Delinquent Taxes.

SUMMARY STATEMENT:

This resolution sets the Mill Levy at 12.75 for the Wrangell Service Area; and at 4 for the areas outside the service area and within the tax differential zone. Taxes will be due Monday, October 15th at 5pm. Property taxes unpaid at that time will begin accruing interest and penalties as provided by law. The Assessor has certified the tax roll for this year. A copy of that certification letter is attached. The full

assessed value of property in the Borough (after exemptions) is \$149,469,100. There are three different tax zones, with two different mill levies, as outlined in the table below.

	Property Value Pre adjustments	Exempt Amount	Property Value Final	Levy Rate	Tax Amount
Wrangell Service Area	\$ 228,000,008.00	\$ (93,830,908.00)	\$ 134,169,100.00	12.75	\$ 1,710,656.03
Outside Service Area	\$ 19,211,900.00	\$ (5,406,500.00)	\$ 13,805,400.00	4	\$ 55,221.60
Differential Tax Zone	\$ 2,396,300.00	\$ (901,700.00)	\$ 1,494,600.00	4	\$ 5,978.40

The total property tax revenue for 2018 is \$1,771,856.03.

During the Budget work sessions there was discussion about increasing the mill rate in the Wrangell Service Area from 12.75 to 13.75. If that were to be contemplated the increase in revenue would be \$134,169.10.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 06-18-1414

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, LEVYING A GENERAL TAX FOR SCHOOL AND MUNICIPAL PURPOSES UPON ALL TAXABLE PROPERTY WITHIN THE BOROUGH FOR THE TAX YEAR 2018 PURSUANT TO WRANGELL MUNICIPAL CODE SECTION 5.04.010; PROVIDING FOR THE COLLECTION OF TAXES DUE IN 2018 AND PRESCRIBING PENALTIES AND INTEREST FOR DELINQUENT TAXES

WHEREAS, the Borough Assembly sitting as the Board of Equalization has regularly assessed and equalized all real property within the City and Borough of Wrangell and has fixed a time at which the taxes levied shall be paid, and has fixed the date of delinquency, and has established that taxes remaining unpaid after the delinquent date shall be collected and have penalties and interest added thereto in accordance with law. The Borough Assembly has provided herein for payment and the date of delinquency of all taxes levied on the property assessed on the tax rolls.

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

Section 1. There is hereby levied upon all taxable real property in the City and Borough of Wrangell, Alaska, as previously taxed by the City of Wrangell, except such property as is exempt by law from taxation, a mill rate of 12.75 mills for the tax year 2018, for the Wrangell Service Area, 4.0 mills for property outside the Service Area, and 4.0 mills for the tax differential zone as described in 5.04.310 (a).

Section 2. Taxes levied pursuant to this resolution shall be due and payable on or before October 15, 2018. Penalty and interest shall accrue on an unpaid installment from 5:00 p.m. on the date the payment becomes due.

Section 3. Taxes remaining unpaid after the delinquent date shall be collected and have penalties and interest added thereto in accordance with law.

Section 4. This resolution shall become effective upon its passage and adoption.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 12th DAY of June, 2018.

CITY AND BOROUGH OF WRANGELL

David L. Jack, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

Appraisal Company of Alaska

3940 ARCTIC BOULEVARD, SUITE 103
ANCHORAGE, ALASKA 99503
office@appraisalalaska.com

13a-2

June 5, 2018

City and Borough of Wrangell
P.O. Box 531
Wrangell, Alaska 99929

Attention: Aleisha Mollen
Deputy Clerk

CERTIFICATION

2018 Real Property Tax Roll

I, Michael C. Renfro, contract assessor for The City and Borough of Wrangell, Alaska do hereby certify the following assessed values for Tax Year 2018:

Taxable Assessed Value	\$249,608,208.00
Less Exemptions	<u><\$100,139,108.00></u>
TOTAL TAXABLE ASSESSED VALUE	<u>\$149,469,100.00</u>

Sincerely,



Michael C. Renfro
Contract Assessor
City and Borough of Wrangell

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	13b	<u>DATE:</u>	June 12, 2018
Approval of Resolution No. 06-18-1415 of the Assembly of the City and Borough of Wrangell, Alaska, Adopting the Budget for All Funds of the City and Borough of Wrangell, Alaska for the Fiscal Year 2018-2019				
<u>SUBMITTED BY:</u>			<u>FISCAL NOTE:</u>	
			Expenditure Required: N/A	
Lee Burgess, Finance Director			Amount Budgeted: N/A	
			Account Number(s): N/A	
			Account Name(s): N/A	
<u>Reviews/Approvals/Recommendations</u>				
n/a	Commission, Board or Committee		Unencumbered Balance(s) (prior to expenditure):	
Name(s)				
<input type="checkbox"/>	Attorney			
n/a	Insurance			
<u>ATTACHMENTS:</u>				
1. Resolution No. 06-18-1415. 2. Summary of changes from Draft V2				

RECOMMENDATION MOTION:

Move to approve Resolution No. 06-18-1415 of the Assembly of the City and Borough of Wrangell, Alaska, Adopting the Budget for All Funds of the City and Borough of Wrangell, Alaska for the Fiscal Year 2018-2019

SUMMARY STATEMENT:

Mayor Jack & Assembly:

Resolution No. 06-18-1415 includes Total Expenditure and Reserve amounts for all funds of the City and Borough of Wrangell, including all changes made since "Version 2" of the draft budget. Those changes are summarized on an attached list.

Major highlights and recent changes or clarifications include:

- It is recommended that \$401,226 of General Fund reserves be expended in the 2019 fiscal year.
- Total recommended general fund expenditures provide for \$668,000 in capital improvements to the Public Safety Building, of which \$305,000 was appropriated in FY 2018. This total is \$80,000 less than the previous version of the budget.
- General fund expenditures will also provide for \$107,000 in Pool Facility improvements, of which \$68,050 was appropriated in FY 2018.
- The final budget defers or eliminates the addition of an IT position, but includes initiating managed IT services with a contract IT company in Petersburg.
- Although the possibility of funding a new fire truck in the current fiscal year was suggested in a previous meeting, the final budget does **not** include the purchase of a new fire truck. This will be discussed as the year goes on and, if recommended, will be brought forth as a budget amendment.
- The final budget eliminates a previously tentatively planned \$115,000 expenditure to replace the hospital building's sprinkler system, which upon favorable inspection has been deemed not necessary.
- The final budget maintains the assumption that the single purchase sales tax cap be increased to \$3,000 from \$1,500. If this measure does not ultimately pass, the budget can be amended accordingly.
- The final budget maintains the following staffing/reorganization related recommendations that have been incorporated into previous iterations of the draft budget:
 - A Capital Facilities Department be created, which will add two permanent full time positions to the General Fund.
 - A Nolan Center Manager position be added in addition to a Nolan Center Director, however the half-time Nolan Center Custodian position, which is currently vacant, will not be filled, and custodial needs will be met by other full and/or part-time staff.
 - Weekly hours for the Custodian Light maintenance position at Parks & Recreation be increased to 40.
 - The Police Department will have retain a 7th Officer position.

CITY AND BOROUGH OF WRANGELL, ALASKA**RESOLUTION NO. 06-18-1414****A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING THE BUDGET FOR ALL FUNDS OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, FOR THE FISCAL YEAR 2018-2019**

WHEREAS, the Borough Assembly sitting as the Board of Equalization on May 7, 2018, assessed and equalized all real property within the City and Borough of Wrangell; and

WHEREAS, taxes levied upon boats; taxes on taxable property; delinquent date for payment of taxes and penalty and interest for late payment of taxes are provided in Wrangell Municipal Code, Chapter 5; and

WHEREAS, the Assembly at their regular meeting held June 12, 2018, approved a mill rate of 12.75 mills for the Wrangell Service Area, 4.0 mills for property outside the Service Area, and 4.0 mills for the tax differential zone as described in 5.04.310 (a); and

WHEREAS, the Assembly of the City and Borough of Wrangell, Alaska has been presented with the proposed budget for the fiscal year 2018-2019 in accordance with the Wrangell City Charter Section 5-2; and

WHEREAS, the Assembly held public hearings on May 22, and June 12, 2018, on the proposed budget in accordance with Wrangell City Charter Section 5-3; and

WHEREAS, the Assembly has approved the proposed budget as presented and/or amended.

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

- Sec. 1. That the General Fund Budget, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 13,485,038 is hereby adopted.
- Sec. 2. That the Capital Project Fund Budget, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 875,000 is hereby adopted.
- Sec. 3. That the Nolan Center Operating Fund, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 525,967 is hereby adopted.
- Sec. 4. That the Sales Tax Fund Budget, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 3,456,337 is hereby adopted.

- Sec. 6. That the Parks & Recreation Fund Budget, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 1,868,502 is hereby adopted.
- Sec. 7. That the Borough Organizational Fund, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 312,398 is hereby adopted.
- Sec. 8. That the Transient Tax Fund Budget, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 433,297 is hereby adopted.
- Sec. 9. That the Secure Schools Budget, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 4,115,824 is hereby adopted.
- Sec. 10. That the Economic Recovery Fund, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 1,453,799 is hereby adopted.
- Sec. 11. That the Permanent Fund, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 7,996,440 is hereby adopted.
- Sec. 12. That the Debt Service Fund Budget, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 268,050 is hereby adopted.
- Sec. 13. That the Residential Construction Fund, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 5,986 is hereby adopted.
- Sec. 14. That the Industrial Construction Fund, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 341,142 is hereby adopted.
- Sec. 15. That the Sewer Utility Revenue Fund Budget, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 1,093,601 is hereby adopted.
- Sec. 16. That the Sanitation Fund, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 689,101 is hereby adopted.
- Sec. 17. That the Electric Utility Enterprise Fund budget, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 7,638,811 is hereby adopted.
- Sec. 18. That the Water Utility Enterprise Fund Budget, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 1,654,586 is hereby adopted.
- Sec. 19. That the Port Enterprise Fund Budget, reserves and transfers, for the fiscal year 2018-2019, in the amount of \$ 4,521,292 is hereby adopted.

Sec. 20. That a copy of the final budget, as approved, be attached hereto and adopted by reference.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 12TH DAY OF JUNE, 2018.

CITY AND BOROUGH OF WRANGELL

David L. Jack, Mayor

ATTEST: _____
Aleisha Mollen, Deputy Borough Clerk

Changes from Version 2 of Draft Budget to Final Budget
Fiscal Year 2018 - 2019 Budget

Department/Budget	Account ending & description	Draft v2	Final	Fund Impacted	+ / -	Why changed:
General Fund Revenue	4010 - Property Tax Revenue	(1,798,534)	(1,772,102)	General Fund	26,432	Correction of taxable values based on all exemptions
General Fund Revenue	4125 - Marijuana Tax	-	(1,000)	General Fund	(1,000)	To include an estimate for excise tax revenue on marijuana
Administration	7508 - General Insurance	15,000	5,467	General Fund	(9,533)	Recalc/reallocation of actual insurance premium breakdown
Administration	7520 - Attorney Fees	55,000	75,000	General Fund	20,000	To include contingency for labor relations legal work
Finance	7503 - Software & IT	137,000	57,000	General Fund	(80,000)	To defer hiring IT staff and start managed services
Fire	7508 - General Insurance	13,500	26,274	General Fund	12,774	Recalc/reallocation of actual insurance premium breakdown
Fire	7010 - Vehicle Repair	59,816	59,620	General Fund	(196)	Miscellaneous true-up
Police	7508 - General Insurance	30,000	14,024	General Fund	(15,976)	Recalc/reallocation of actual insurance premium breakdown
Police	7010 - Vehicle Repair	38,453	38,327	General Fund	(126)	Miscellaneous true-up
Public Safety Building	7508 - General Insurance	9,950	10,896	General Fund	946	Recalc/reallocation of actual insurance premium breakdown
Public Safety Building	7900 - Capital	443,000	363,000	General Fund	(80,000)	To phase PSB siding and repair flat roof
Public Works	7508 - General Insurance	8,800	13,484	General Fund	4,684	Recalc/reallocation of actual insurance premium breakdown
Garage	7508 - General Insurance	1,750	-	General Fund	(1,750)	Recalc/reallocation of actual insurance premium breakdown
Garage	7622 - Charges Out	(427,260)	(425,860)	General Fund	1,400	Miscellaneous true-up
Garage	7505 - Training	11,500	7,000	General Fund	(4,500)	Expense moved to Electrical for Generation training
Streets	7010 - Vehicle Repair	162,359	161,827	General Fund	(532)	Miscellaneous true-up
Library	7508 - General Insurance	3,000	2,522	General Fund	(478)	Recalc/reallocation of actual insurance premium breakdown
Capital Facilities	7900 - Capital	119,500	4,500	General Fund	(115,000)	Hospital passed sprinkler inspections, replacement not needed
Parks & Recreation	7508 - General Insurance	23,800	7,365	General Fund	(16,435)	Recalc/reallocation of actual insurance premium breakdown
Parks & Recreation	7010 - Vehicle Repair	12,818	12,776	General Fund	(42)	Miscellaneous true-up
Total General Fund Changes from Draft Version 2					(259,332)	

Department/Budget	Account ending & description	Draft v2	Final	Fund Impacted	+ / -	Why changed:
Nolan Center	7508 - General Insurance	8,000	8,309	Nolan Center	309	Recalc/reallocation of actual insurance premium breakdown
Nolan Center Total					309	
Residential Constr.	4550 - Interest	-	(1,800)	Residential Constr.	(1,800)	Anticipated interest for lot sold in FY 16.
Residential Constr. Total					(1,800)	
Industrial Constr.	7515 - Environmental	-	500	Industrial Constr.	500	To provide for misc. environmental cost for lot development
Industrial Constr.	7506 - Publications	-	500	Industrial Constr.	500	To provide for publications expense on lot developments
Industrial Constr. Total					1,000	
Light & Power	7508 - General Insurance	18,000	20,652	Light & Power	2,652	Recalc/reallocation of actual insurance premium breakdown
Light & Power Total					2,652	
Water	7508 - General Insurance	9,000	2,569	Water	(6,431)	Recalc/reallocation of actual insurance premium breakdown
Water	7010 - Vehicle Repair	8,545	8,517	Water	(28)	Miscellaneous true-up
Water Total					(6,459)	
Harbor Admin	7508 - General Insurance	2,200	-	Harbor	(2,200)	Recalc/reallocation of actual insurance premium breakdown
Harbor	7508 - General Insurance	3,100	1,700	Harbor	(1,400)	Recalc/reallocation of actual insurance premium breakdown
Harbor Total					(3,600)	
Dock barge	7508 - General Insurance	14,200	7,760	Dock & Barge	(6,440)	Recalc/reallocation of actual insurance premium breakdown
Dock & Barge Total					(6,440)	
Marine Service Center	7508 - General Insurance	27,000	14,760	Marine Service Center	(12,240)	Recalc/reallocation of actual insurance premium breakdown
Marine Service Center Total					(12,240)	
Sewer	7508 - General Insurance	2,800	2,037	Sewer	(763)	Recalc/reallocation of actual insurance premium breakdown
Sewer Total					(763)	
Sanitation	7508 - General Insurance	1,500	6,365	Sanitation	4,865	Recalc/reallocation of actual insurance premium breakdown
Sanitation	7900 - Capital	58,500	63,500	Sanitation	5,000	To adjust rate study amount to \$30,000 from original \$25,000
Sanitation Total					9,865	

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	13c	<u>DATE:</u>	June 12, 2018
PROPOSED RESOLUTION NO. 06-18-1412 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AUTHORIZING A LEASE FOR THE WRANGELL MARINERS MEMORIAL				
<u>SUBMITTED BY:</u>		<u>FISCAL NOTE:</u>		
Lisa Von Bargaen, Borough Manager		Expenditure Required: N/A		
		Amount Budgeted: N/A		
		Account Number(s): N/A		
		Account Name(s): N/A		
		Reviews/Approvals/Recommendations		
<input checked="" type="checkbox"/>	Commission, Board or Committee		Unencumbered Balance(s) (prior to expenditure):	
Name(s)		N/A		
<input checked="" type="checkbox"/>	Attorney			
<input type="checkbox"/>	Insurance			
<u>ATTACHMENTS:</u>				
1. Draft Lease; 2. Resolution 06-18-1412; 3. Memo from Port Commission.				

RECOMMENDATION MOTION:

Move to Approve Resolution 06-18-1412 Authorizing a Lease for the Wrangell Mariners Memorial.

SUMMARY STATEMENT:

This item was originally on the agenda on May 22nd and was removed from the agenda because the wrong, and uncorrected version of the lease document was inadvertently published in the packet. The correct version is now attached to this document for review and approval by the Assembly. The remaining portion of this agenda statement remains unchanged from May 22nd. Please note, the legal description of the property still needs to be added. The legal description will be added, along with an approximate area, that will be measured when the plot plan is provided in accordance with Section 1.1 of the lease.

Wrangell Municipal Code allows for a lease permit of up to five years to be approved without the need to go out for bid or public notice. As such, Administration is recommending we use this option to approve a lease for a small portion of the Heritage Harbor Uplands for the Wrangell Mariners Memorial. The volunteer, non-profit group, is ready to begin seeking outside funding. The ability to show site control is required by many funding agencies. The attached lease (a new version of the lease document) is attached for Assembly review.

The request from the Memorial group for site control included the following:

1. The land and structures built upon the land at the currently chosen site within Heritage Harbor will be designated for the purpose of memorializing the maritime history of Wrangell and remembering individuals lost with ties to Wrangell and nearby areas.
2. WMM needs permission to build the memorial, as designed, on the land within heritage harbor. This includes the ability to hire contractors/other professionals to work on portions of the memorial or the complete project.
3. WMM will act as the overseeing body by maintaining the use of the memorial site and structures once construction is complete. This will include determining the criteria for events held at the memorial site and placement and inclusion within the site.
4. The Borough will control ownership of the land and will be responsible for carrying the insurance for injuries due to access.
5. Electricity and water to provide lighting and incidental usage associated with events and maintenance will be provided by the Borough.
6. WMM desires permission and opportunity to seek future expansion options at the site, should the need arise, with the understanding any new ideas will be brought to the Port Commission first, and proper channels following.
7. WMM will form a future "Friends of the Wrangell Mariners' Memorial" to assist with incidental costs (beautification, newsletters, holiday decor, etc.) and to gain needed assistance with special maintenance list issues, outside of pressure washing and keeping the area clear of debris.
8. WMM wishes to maintain a positive and productive working relationship with the City, and is open and willing to make any amendments as necessary through navigating the project.

The attached lease takes these requests into consideration – most notable are the \$10 per year rental rate (below fair market value) and the fact that the Borough will carry the insurance.

Return to: City of Wrangell
P.O. Box 531
Wrangell, Alaska 99929

Wrangell Recording District

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TIDELANDS LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made effective as of the 12TH day of JUNE, 2018, between the CITY AND BOROUGH OF WRANGELL, a municipal corporation organized under the laws of the State of Alaska ("LESSOR"), and WRANGELL MARINERS MEMORIAL ("LESSEE").

I. RECITALS

A. LESSOR is the owner of certain real property having the following legal description ("Property"):

Legal Description to be added here.

located in the Wrangell Recording District, First Judicial District, State of Alaska.

B. LESSOR desires to lease to LESSEE, and LESSEE desires to lease from LESSOR the Property, on the terms and conditions set forth in this Lease.

II. AGREEMENT

Based upon the foregoing Recitals which are incorporated herein by reference, and for good and valuable consideration the amount and sufficiency of which is hereby acknowledged, LESSOR and LESSEE agree as follows.

1. PROPERTY

1.1. Subject to Survey. A survey is not required. A plot plan delineating the lease area and memorial, approved by the Harbormaster is required.

1.2. Property. LESSOR leases to LESSEE and LESSEE leases from LESSOR the Property for the term, the rent, and subject to the terms, covenants and conditions hereinafter provided.

1.3. Quiet Enjoyment, Restrictions, Easements, Etc. LESSOR covenants and agrees that LESSEE, upon paying the rent and other charges herein provided for and observing and keeping the covenants, conditions and terms of this Lease on LESSEE's part to be kept or performed, shall lawfully and quietly hold, occupy and enjoy the Property during the term of this Lease without hindrance or molestation,

subject, however, to the rights and reservations expressed in the U.S. Patent to the Property, the State of Alaska Patent to the Property, existing easements for roads, electric, water, sewer and other utility lines, restrictions of record and to encroachments ascertained by physical inspection of the Property.

1.4.Property Accepted “As Is.” LESSEE has inspected the Property and accepts the same “as is” and without reliance on any representations or warranties of LESSOR, its agents, servants, or employees, as to the physical condition of the Property, including, but not limited to, subsurface and soil conditions, or as to its fitness, habitability or use for any particular purpose, or otherwise.

1.5.No Subsurface Rights. This Lease confers no mineral rights or rights with regard to the subsurface of the land below the level necessary for the use of the Property as stated in this Lease. LESSOR makes no warranty or representation as to whether the Property is subject to, open or closed to mineral claims or leases under state or federal law.

1.6.Appraisal Fee. No appraisal is required.

2. TERM

2.1.Lease Term. The initial term of this Lease shall be five (5) years, commencing on May 9, 2018 and ending on May 9, 2023.

2.2.Option to Renew. Provided that LESSEE is not in default of LESSEE’s obligations under this Lease or the Lease has not be otherwise terminated at the time of exercise, LESSEE shall have rights to extend the initial term of this Lease for six (6) consecutive additional periods (each an “Option”) of five (5) years (each an “Extension Period”). To exercise an Option, Tenant must give Landlord notice in writing of Tenant’s exercise of an Option not less than ninety (90) days nor more than one hundred and eighty (180) days prior to the end of the upcoming expiring initial Lease term or Extension Period. Rent for an Extension Period shall be the rent set forth in Article 3 of this Lease.

2.3.Preference Rights to Re-Lease. LESSEE shall upon expiration of this Lease, and pursuant to Section 16.08.340 of the Wrangell Municipal Code, as may be amended from time-to-time, be allowed a preference right to re-lease the Property, provided the LESSEE is not in breach or default of any of the terms or conditions of the Lease at the time of Lease expiration, unless it shall be determined by LESSOR that the renewal of this Lease is not in the best interests of LESSOR.

2.4.Application to Re-Lease. If, at the expiration of this Lease, the LESSEE desires to re-lease the Property, LESSEE shall, not sooner than ninety calendar days and not later than sixty calendar days prior to the expiration, make application to re-lease the Property. The re-lease application shall certify the character and value of all improvements placed by LESSEE on the Property, the purpose and lengths for which the re-lease is desired, and any other information that LESSOR may require. Applications to re-lease shall be submitted to the same application review as new applications for lease, pursuant to Section 16.08.340 of the Wrangell Municipal Code as may be amended from time-to-time.

2.5.Hold-over. If LESSEE shall hold-over after the expiration of the term of this Lease such tenancy shall be from month to month, subject to all the terms, covenants and conditions of this Lease.

2.6.Surrender of Possession. Upon expiration of the term of this Lease, whether by lapse of time or otherwise, LESSEE shall promptly and peaceably surrender the Property, and all buildings and improvements thereon, except as provided in Article 17 of this Lease, and LESSEE agrees to execute,

acknowledge and deliver to LESSOR a proper instrument in writing, releasing and quitclaiming to LESSOR all right, title and interest of LESSEE in and to the Property and all such buildings and improvements thereon.

3. RENT, TAXES, ASSESSMENTS AND UTILITIES

3.1.Rent. The LESSEE agrees to pay to LESSOR an annual rent of ten dollars (\$10) by May 1st of each year. Rent shall be payable at the office of the Borough Manager, P.O. Box 531, Wrangell, Alaska 99929, or at such other place as LESSOR may designate in writing. Delinquent rent shall bear interest at the rate of twelve percent (12%) per annum.

3.2.Adjustment of Rent. No adjustment of rent shall be made to this Lease.

3.3.LESSEE to Pay Taxes. LESSEE shall not be required to pay taxes.

3.4.LESSEE to Pay Assessments. LESSEE shall not be required to pay assessments.

3.5.Proration of Taxes and Assessments. Not applicable.

3.6.Contest. Not Applicable.

3.7.LESSEE to Pay Utility Charges. LESSEE shall pay or cause to be paid all charges for gas, oil, electricity, water, sewer, heat, snow removal, refuse removal and any and all other utilities or services used upon the Property throughout the term of this Lease, including any connection fees.

3.8.Additional Rent and LESSOR's Right to cure LESSEE's Default. All costs and expenses which LESSEE assumes or agrees to pay pursuant to this Lease shall, at LESSOR's election, be treated as additional rent, and, in the event of nonpayment, LESSOR shall have all rights and remedies provided in this Lease in the case of nonpayment of rent or of a breach of condition, at LESSOR's election. If LESSEE shall default in making any payment required to be made by LESSEE or shall default in performance of any term, covenant or condition of this Lease on the part of LESSEE to be kept, performed or observed which shall involve the expenditure of money by LESSEE, LESSOR at LESSOR's option may, but shall not be obligated to, make such payment, or, on behalf of LESSEE, expend such sum as may be necessary to keep, perform or observe such term, covenant or condition, and any and all sums so expended by LESSOR, with interest thereon at the rate of twelve percent (12%) per year from the date of such expenditure until repaid, shall be, and shall be deemed to be, additional rent and shall be repaid by LESSEE to LESSOR, on demand, provided, however, that no such payment or expenditure by LESSOR shall be deemed a waiver of LESSEE's default, nor shall it affect any remedy of LESSOR by reason of such default.

4. USE

4.1.Use. LESSEE shall use the Property for the purpose of constructing and maintaining a Wrangell Mariners Memorial.

4.2.Radio Interference. At the LESSOR's request, the LESSEE shall discontinue the use of any machine or device which interferes with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated provided that such a request is based upon a reasonable belief that LESSEE's machine or device is the source of the interference.

5. IMPROVEMENTS

5.1. Alterations and Additions. LESSEE may not make alterations, improvements, additions, or changes to the Property, not in conformance with Section 4.1 (Use), or any part thereof, without the prior written consent of LESSOR, which consent may be withheld for any reason. To the extent LESSOR obtains such consent, and undertakes any such alteration, improvement, addition, or change to the Property, LESSEE shall ensure that the same complies with all applicable local, state, and federal laws and LESSEE shall defend and indemnify LESSOR, and hold LESSOR harmless, from any and all damages of any kind and any nature arising out of or relating to in any way the LESSEE' alteration, improvement, addition or change to the property. All costs of any such alteration, improvement, addition and/or change shall be at LESSEE's sole cost and expense, unless otherwise agreed in writing. LESSOR shall keep the Property free from liens or encumbrances of any nature. Upon the termination of this Lease, all such alterations, improvements, additions, and changes with the exception of trade fixtures as set forth in Section 6.1 shall belong to LESSOR, unless LESSOR elects to have LESSEE remove the same and reinstate the PROPERTY to its condition prior to such alteration, improvement, addition or change, all at LESSOR's sole expense. LESSOR may post the Property with notices of non-responsibility for labor and materials supplied thereto.

5.2. Notice of Construction. LESSEE shall give LESSOR no less than ten days written notice prior to the commencement of any LESSOR approved construction, alteration or repair of any improvements constructed or made by LESSEE on the Property so that LESSOR may, if it so elects, give notice of non-responsibility pursuant to AS 34.35, as now enacted or hereafter amended.

5.3. Landscaping. LESSEE shall landscape the areas surrounding any buildings or improvements constructed or maintained on the Property in a pleasing and aesthetic manner consistent with the scenic nature and natural vegetation of the Property and the surrounding land and shall maintain such landscaping in good condition.

5.4. Workers Compensation Insurance. No construction shall commence or continue without satisfactory proof that workers compensation insurance has been procured to cover all persons employed in connection with the construction. Upon request by LESSOR, LESSEE shall make such proof available to LESSOR for inspection. Any deficiency with regard to such insurance requirement shall be cured immediately by LESSEE and no work will be performed on any such construction project until the LESSOR has satisfactory proof that required workers compensation insurance is in place.

6. TRADE FIXTURES

6.1. LESSEE's Ownership of Trade Fixtures, Machinery and Equipment. Any and all trade fixtures (including electrical fixtures), machinery, equipment of any nature whatsoever and other personal property of LESSEE at any time placed or maintained upon the Property by LESSEE shall be and remain property of the LESSEE and may be removed or replaced at any time during the term or at the termination of this Lease.

7. ASSIGNMENT AND SUBLETTING

7.1. Assignment Without Consent Generally Prohibited. LESSEE shall not voluntarily assign or encumber its interest in this Lease or in the Property, or sublet all or any part of the Property, or allow any other person or entity (except LESSEE's authorized representatives) to occupy or use all or any

part of the Property without first obtaining LESSOR's written consent. Any assignment, encumbrance or sublease without LESSOR's consent shall be voidable and, at LESSOR's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph. If LESSEE is a partnership, a withdrawal or change, voluntary, involuntary or by operation of law, of any partner or partners owning fifty percent (50%) or more of the partnership, or the dissolution of the partnership, shall be deemed a voluntary assignment. If LESSEE is a corporation, any dissolution, merger, consolidation or other reorganization of LESSEE, or the sale or other transfer of a controlling percentage of the capital stock of LESSEE or the sale of fifty-one percent (51%) of the value of the assets of LESSEE, shall be deemed a voluntary assignment. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least fifty-one percent (51%) of the total combined voting power of all classes of LESSEE's capital stock issued, outstanding and entitled to vote for the election of directors. As to a corporation the stock of which is traded through an exchange or over the counter, a sale or other transfer of a controlling percentage of the capital stock of such a LESSEE corporation will not be deemed to be a voluntary assignment. Any assignment affected pursuant to this paragraph 7.2 shall require the assignee to assume the LESSEE's obligations hereunder. LESSEE shall promptly deliver to LESSOR a copy of any assignment instrument. Any assignment shall not release the LESSEE from liability hereunder.

7.2. Assignment of Rents to LESSOR. LESSEE immediately and irrevocably assigns to LESSOR, as security for LESSEE's obligations under this Lease, all rent from any approved subletting of all or a part of the Property as permitted by this Lease, and LESSOR, as assignee and attorney-in-fact for LESSEE or a receiver for LESSEE appointed on LESSOR's application, may collect such rent and apply it toward LESSEE's obligations under this Lease, except that, until the occurrence of an act of default by LESSEE, LESSEE shall have the right to collect such rent.

7.3. Costs of LESSOR's Consent to Be Borne by LESSEE. LESSEE shall pay to LESSOR, on demand, reasonable costs, including attorney's fees, incurred by LESSOR in connection with any request by LESSEE for LESSOR's consent to any assignment or subletting by LESSEE.

8. LIENS

8.1. Prohibition of Liens. LESSEE shall not suffer or permit any liens, including without limitation, mechanic's or materialman's liens, to be recorded against the Property. If any such liens shall be recorded against the Property, LESSEE shall cause the same to be removed, or, in the alternative, if LESSEE in good faith desires to contest the same, LESSEE shall be privileged to do so, but in such case LESSEE hereby agrees to indemnify and save LESSOR harmless from all liability for damages occasioned thereby and shall, in the event of a judgment or foreclosure of such liens, cause the same to be discharged and removed prior to any attempt at execution of such judgment. Nothing contained in this Lease shall be construed to be a waiver of the provisions of AS 09.38.015(c), as may be amended from time to time.

9. INDEMNITY

9.1. Indemnity. , LESSEE agrees to protect, defend, indemnify and hold LESSOR harmless from and against any and all damages to persons or property and liability of any kind and any nature, including death, arising from acts or omissions of LESSEE, its agents, servants, employees or contractors occurring on or relating to the Property or relating to the operation of LESSEE's use of the property, and from any expense, including reasonable attorneys' fees. If any action or proceeding is brought

against LESSOR by reason of any such occurrences, LESSOR shall promptly notify LESSEE in writing of such action or proceeding.

10. INSURANCE

10.1. Liability Insurance. Liability insurance will be provided as part of the general liability insurance policy for the City and Borough of Wrangell.

10.2. Named Insured, Notice to LESSOR, and Waiver of Subrogation. N/A

10.3. Fire and Extended Coverage Insurance. N/A

11. CARE OF PROPERTY

11.1. LESSEES's Maintenance and Repair Obligations. LESSEE shall at its own cost and expense keep the Property, and every part thereof including without limitations all improvements situated on the Property and all structural, mechanical, plumbing and electrical improvements to the Property, in good condition and repair. LESSEE shall upon the expiration or sooner termination of this Lease, quit and peacefully surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear excepted. The Property shall always be kept by LESSEE neat, clean and free of litter.

11.2. Restoration or Removal of Damaged Buildings and Improvements. In the event any buildings or improvements situated on the Property by LESSEE are damaged or destroyed by fire or other casualty, LESSEE shall at LESSEE's expense restore the same to good and tenantable condition or shall remove the same as soon as is reasonably possible, but in no event shall the period of restoration exceed twenty-four (24) months nor shall the period of removal exceed one hundred eighty days (180) days.

11.3. Access Rights of LESSOR. LESSOR, its agents, servants or employees, shall have the right to enter into and upon the Property and all buildings or improvements situated thereon upon reasonable notice to LESSEE and during normal business hours (defined as 9:00 a.m. to 5:00 p.m. Monday through Friday except for holidays as defined in paragraph 15.5 of this Lease) for the purpose of inspecting the Property and all buildings and improvements situated thereon for compliance with the terms of this Lease.

11.4. Nuisances Prohibited. LESSEE shall immediately remove from the Property any abandoned or junk vehicles, buildings, improvements, equipment, machinery or fixtures. LESSEE shall not permit any nuisance or public nuisance to exist or to be created or maintained on the Property. LESSEE agrees that any nuisance or public nuisance as defined by the Wrangell Municipal Code, or any other code or regulations incorporated therein or otherwise adopted by ordinance or resolution of the City and Borough of Wrangell, may, after five days written notice to LESSEE, be removed by LESSOR without LESSEE's further permission, with use of force if necessary, and without incurring any civil or criminal liability therefore, all the costs of such removal to be paid by LESSEE to LESSOR as additional rent under the terms of this Lease. This paragraph shall not be construed as any limitation on any other legal rights or remedies available to the City and Borough of Wrangell to abate any nuisance or to prosecute any violation of the Wrangell Municipal Code.

12. LAWS

12.1. Compliance with Laws. LESSEE shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now or hereafter in any manner affecting LESSEE's activities on the Property or any buildings or other improvements which may be situated thereon, whether or not any such laws, ordinances or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. In the event of a conflict between the provisions of this Lease and the Wrangell Municipal Code, the latter shall control.

13. CONDEMNATION

13.1. Condemnation. In the event the Property, or any part thereof or interest therein, shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of LESSOR and LESSEE in the award or consideration for such transfer and the effect of the taking or transfer upon this Lease shall be as provided in this Article 13.

13.2. Total Taking. If all of the Property is taken or so transferred, this Lease and all the right, title and interest thereunder of LESSEE shall cease on the date title to the Property vests in the condemning authority.

13.3. Partial Taking - Termination of Lease. In the event the taking or transfer of part of the Property leaves the remainder of the Property in such location, or in such form, shape or reduced size, or so inaccessible as to be not effectively and practicably usable in the reasonable opinion of LESSEE for the purpose of operation thereon of LESSEE's business, then this Lease and all of the right, title and interest thereunder of LESSEE shall cease on the date title to the Property vests in the condemning authority, and the condemning authority enters into possession.

13.4. Partial Taking - Continuation of Lease. In the event the taking or transfer of a part of the Property leaves the remainder of the Property in such location and in such form, shape or size, or so accessible as to be effectively and practicably usable in the reasonable opinion of LESSEE for the purpose of operation thereon of LESSEE's business, this Lease shall terminate and end as to the portion of the Property so taken or transferred as of the date title to such portion vests in the condemning authority and the condemning authority enters into possession, but shall continue in full force and effect as to the portion of the Property not so taken or transferred. If there is a partial taking and this Lease is not terminated, then the annual rent payable under this Lease shall abate for the portion of the Property taken in the proportion that such portion bears to all of the Property.

13.5. Compensation. Any compensation received or payable as a result of eminent domain proceedings or a transfer in lieu thereof shall be apportioned to LESSOR and LESSEE as follows: (a) LESSOR shall be entitled to such portion of the compensation attributable to LESSOR's interest in this Lease, LESSOR's ownership interest in the Property, and LESSOR's interest in any improvements to the Property; and (b) LESSEE shall be entitled to such portion of the compensation attributable to LESSEE's interest in this Lease, and LESSEE's interest in an improvements to the Property. LESSEE shall have the right to claim and recover from the condemning authority compensation for any loss to which LESSEE may be entitled for LESSEE's moving expenses, interference with LESSEE's business, and damages relating to any trade fixtures, machinery or equipment owned by LESSEE, provided, however, that such compensation can be claimed only if separately awarded in the eminent domain proceeding or transfer in lieu thereof agreed t by LESSOR, and not as a part of the compensation recoverable by LESSOR.

14. DEFAULT

14.1. Default. Each of the following events shall be deemed an event of default by the LESSEE under this Lease and a breach of the terms, covenants and conditions of this Lease:

14.1.1. A default in the payment of the rent and additional sums due under this Lease, or any part thereof, for a period of fifteen (15) days from the due date for the payment of such rent or additional sums.

14.1.2. A default in the performance of any other term, covenant or condition on the part of the LESSEE to be kept, performed or observed for a period of thirty (30) days after LESSOR gives to LESSEE a written notice specifying the particular default or defaults; provided, however, that any default on the part of LESSEE in the performance of work or acts required by him to be done, or conditions to be modified, shall be deemed to be cured if steps shall have been taken promptly by LESSEE to rectify the same and shall be prosecuted to completion with diligence and continuity.

14.1.3. The filing of a petition by or against LESSEE for adjudication as a bankrupt under the Federal Bankruptcy Code, as now enacted or hereafter amended, or for arrangement pursuant to Chapter XI of the Bankruptcy Code.

14.1.4. The making by LESSEE of an assignment of this Lease or the Property as set forth in Section 7.1 for the benefit of creditors.

14.1.5. The appointment of a receiver by a court of competent jurisdiction for LESSEE's business.

14.1.6. The levy upon execution or attachment by process of law of the leasehold interest of LESSEE in the Property.

14.1.7. The use of the Property or buildings and improvements thereon for purposes other than those enumerated herein, to which LESSOR has not given its written consent.

14.1.8. The abandonment of the Property by LESSEE.

14.2. LESSOR's Remedies. In the event of any default by LESSEE as recited in paragraph 14.1 of this Lease, LESSOR shall have all of the below enumerated rights and remedies, all in addition to any rights and remedies that LESSOR may be given by statute, common law or otherwise. All rights of LESSOR shall be cumulative, and none shall exclude any other right or remedy. LESSOR's rights and remedies include the following:

14.2.1. LESSOR may declare the term of this Lease ended by written notice to LESSEE. Upon termination of this Lease, LESSEE shall surrender possession and vacate the Property immediately and deliver possession thereof to LESSOR, and LESSEE hereby grants to LESSOR full and free license to enter into and upon the Property in such event with or without process of law and to repossess LESSOR of the Property and to expel or remove LESSEE and any others who may be occupying or within the Property and to remove any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing LESSOR's right to rent or any other right given to LESSOR hereunder or by operation of law.

14.2.2. LESSOR may by written notice declare LESSEE's right to possession of the Property terminated without terminating this Lease. Upon such termination of LESSEE's right to possession, LESSOR shall have all the rights to repossess the Property and remove LESSEE and LESSEE's property that are enumerated in paragraph 14.2.1.

14.2.3. LESSOR may relet the Property in whole or in part for any period equal to or greater or less than the remainder of the term of this Lease, for any sum which LESSOR may deem reasonable, except as provided in paragraph 14.2.5.2.

14.2.4. LESSOR may collect any and all rents due or to become due from subtenants or other occupants of the Property.

14.2.5. LESSOR may recover, whether this Lease be terminated or not, from LESSEE, damages provided for below consisting of that referenced in subparagraphs 14.2.5.1.1, and 14.2.5.1.2, or, in lieu of that referenced in subparagraph 14.2.5.1.2, those referenced in subparagraph 14.2.5.1.3:

14.3. LESSOR may recover reasonable attorney's fees and other expenses incurred by LESSOR by reason of the breach or default by LESSEE; and

14.3.1.1.1. an amount equal to the amount of all rent and additional sums reserved under this Lease, less the net rent, if any, collected by LESSOR on reletting the Property, which shall be due and payable by LESSEE to LESSOR on the several days on which the rent and additional sums reserved in this Lease would have become due and payable; that is to say, upon each of such days LESSEE shall pay to LESSOR the amount of deficiency then existing such net rent collected on reletting by LESSOR shall be computed by deducting from the gross rent collected all expenses incurred by LESSOR in connection with the reletting of the Property, or any part thereof, including broker's commission and the cost of renovating or remodeling the Property or the buildings or improvements thereon, provided, however, LESSOR must take diligent effort in reletting the Property to obtain a rental rate as close to or above that required of LESSEE under this Lease or else LESSOR will not have access to the remedy set out in this subparagraph 14.2.5.1.2, or

14.3.1.1.2. an amount to be due immediately on breach, equal to the difference between the rent and the fair and reasonable rental value of the Property for the same period. In the computation of such damages the difference between any installment of rent thereafter becoming due and the fair and reasonable value of the Property for the period for which such installment was payable shall be discounted to the date of such breach at the rate of eight percent (8%) per year.

14.3.2. Reentry or reletting of the Property, or any part thereof, shall not be deemed a termination of this Lease, unless expressly declared to be so by LESSOR.

14.3.3. If this Lease shall be deemed terminated, LESSEE's liabilities shall survive, and LESSEE shall be liable for damages as provided in paragraph 14.2 and its sub-parts.

15. GENERAL PROVISIONS

15.1. Estoppel Certificates. Either party shall at any time and from time to time upon not less than thirty (30) days prior written request by the other party, execute, acknowledge and deliver to such party, or to its designee, a statement in writing certifying that this Lease is unamended and in full force and effect (or, if there has been any amendment thereof, that the same is in full force and effect as

amended and stating the amendment or amendments), that there are no defaults existing, (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.

15.2. Conditions and Covenants. All the provisions of this Lease shall be deemed as running with the land and shall be construed to be “conditions” as well as “covenants,” as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

15.3. No Waiver of Breach. No failure by either LESSOR or LESSEE to insist upon the strict performance by the other of any term, covenant or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such terms, covenants or conditions. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

15.4. Time of Essence. Time is of the essence of this Lease and of each provision.

15.5. Computation of Time. The time in which any act provided by this Lease is to be done is computed by excluding the first (1st) day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded. The term “holiday” shall mean all holidays as defined by the statutes of Alaska.

15.6. Successors in Interest. Each and all of the terms, covenants and conditions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of LESSOR and LESSEE.

15.7. Entire Agreement. This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement or promise made by any party which is not contained in this Lease shall be binding or valid.

15.8. Governing Law/Jurisdiction/Venue. This Lease shall be governed by, construed and enforced in accordance with the laws of the state of Alaska. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive jurisdiction and venue for any action of any kind and any nature arising out of or relating to this Professional Services Agreement and any performance arising out of or relating to the Professional Services Agreement.

15.9. Partial Invalidity. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such provisions are considered by LESSEE to be integral to LESSEE’s use of the Property for the purposes stated herein in which case LESSEE will have the authority to terminate this Lease upon thirty (30) days’ written notice to LESSOR.

15.10. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between LESSOR and LESSEE; and neither the method of computation of rent, nor any other provision contained in this Lease nor any acts of the parties, shall be deemed to create any relationship between LESSOR and LESSEE other than the relationship of LESSOR and LESSEE.

15.11. Interpretation. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not for or against LESSOR or LESSEE as both LESSOR and LESSEE have had opportunity for the assistance of attorneys in drafting and reviewing this Lease.

15.12. Number and Gender. In this Lease, the neuter gender includes the masculine and the feminine, and the singular number includes the plural; the word “person” includes corporation, partnership, firm or association wherever the context so requires.

15.13. Mandatory and Permissive. “Shall,” “will,” and “agrees” are mandatory; “may” is permissive.

15.14. Captions. Captions of the paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

15.15. Amendment. This Lease is not subject to amendment except in writing executed by all parties hereto.

15.16. Delivery of Notices - Method and Time. All notices, demands or requests from one party to another shall be delivered in person or be sent by mail, certified or registered, postage prepaid, to the addresses stated in paragraph 15.17 and shall be deemed to have been given at the time of delivery or, if mailed, three (3) days after the date of mailing.

15.17. Notices. All notices, demands, and requests from LESSEE to LESSOR shall be given to LESSOR at the following address:

Borough Clerk
City & Borough of Wrangell
P.O. Box 531
Wrangell, Alaska 99929

All notices, demands, or requests from LESSOR to LESSEE shall be given to LESSEE at the following address:

Wrangell Mariners Memorial
Point of Contact
P.O. Box 2346
Wrangell, Alaska 99929

15.18. Change of Address or Agent. Each party shall have the right, from time to time, to designate a different address or different agent for service of process by notice given in conformity with paragraph 15.16.

15.19. Furnishing of Information. Upon LESSOR’s written request, LESSEE shall provide LESSOR with copies of articles of incorporation and bylaws, partnership agreements, joint venture agreements or other reasonably related documents which shall define the manner of organization and the ownership of any business or activities to be conducted upon the Property, together with all future amendments thereto. LESSOR shall treat such information as confidential and not release it to a third party unless legally compelled to do so. LESSEE and LESSEE’s assignee or sublessee shall also provide the same information regarding any assignee or sublessee of LESSEE.

15.20. Recordation. This Lease or a memorandum thereof may be recorded by LESSOR, or by LESSEE at LESSEE's expense with the State of Alaska designated Recorder's Office for the recording of documents related to the Property.

15.20.1. LESSOR's Lien and Security Interest. LESSOR shall have a lien on, and LESSEE hereby grants LESSOR a security interest on, improvements, equipment and fixtures, which are or may be put on the premises by LESSEE, to secure the payment of the rent and additional sums reserved under this Lease. If LESSEE shall default in the payment of such rent, LESSOR may, at its option, without notice or demand, take possession of and sell such property in accordance with the Uniform Commercial Code of Alaska or other applicable law. LESSOR shall apply the proceeds of sale as follows:

- (a) To the expense of sale, including all costs, fees and expenses of LESSOR and LESSOR's reasonable attorney's fees in connection with such sale;
- (b) To the payment of such rent; and
- (c) The surplus, if any, to LESSEE.

16. OWNERSHIP OF IMPROVEMENTS AND FIXTURES ON TERMINATION

16.1. Permanent Improvements. Upon the termination of this Lease, except as provided in paragraph 17.2 below, all buildings and structures, alterations, improvements, additions, and changes to the Property shall be owned by and be property of LESSOR, unless LESSOR elects to have LESSEE remove the same or any part thereof and reinstate the Property to its condition prior to such the construction of such building, structure, alteration, improvement, addition or change, all at LESSEE's sole expense.

16.2. LESSEE May Remove Trade Fixtures, Machinery and Equipment. Subject to other provisions of this Lease, trade fixtures, machinery and equipment owned by LESSEE may be removed by LESSEE from the Property within sixty (60) days after the expiration or termination of this Lease; provided that such removal will not cause injury or damage to the Property, or if it does, LESSEE shall indemnify LESSOR for the full amount of such damage; and further provided that any buildings, improvements, fixtures, machinery or equipment left on the Property by LESSEE shall be in good, safe and tenantable or operable condition; and further provided that LESSEE shall not commit, create, leave or allow to exist on the Property any nuisance or public nuisance. LESSOR may extend the time for such removal in case hardship is shown to LESSOR's satisfaction, provided application for extension has been made in writing and received by LESSOR within said sixty (60) day period.

16.3. Property Not Removed. Any trade fixtures, machinery, equipment or other items of property, which are not removed from the Property within the time allowed in paragraph 17.2 of this Lease, shall immediately become the property of LESSOR and title thereto shall vest in LESSOR without further action on the part of LESSEE or LESSOR. LESSOR may use, sell, destroy, or otherwise dispose of any such property in any matter which it sees fit, without further obligation to LESSEE and subject to LESSEE's indemnification obligations under paragraph 17.2.

17. NONDISCRIMINATION

17.1. LESSEE Will Not Discriminate. LESSEE agrees that in its use and occupancy of the Property it will not, on the grounds of race, color, religion, national origin, ancestry, age, or sex, discriminate or permit discrimination against any prospective occupant, patron, customer, employee, applicant for employment or other person or group of persons in any manner prohibited by federal, state or local law or regulations promulgated thereunder.

18. HAZARDOUS MATERIALS

18.1. Condition of Property. LESSEE has had full opportunity to examine the Property for the presence of any Hazardous Material and accepts the Property in “as is” condition. LESSEE acknowledges that LESSOR, its agents, authorized representatives or employees have made no representations as to the physical conditions of the Property, including but not limited to the subsurface and soil conditions. LESSEE accepts the Property in an “as is” condition. LESSEE does not accept or assume responsibility or liability for pre-existing subsurface and/or soil conditions, including, but not limited to Hazardous Materials and/or Environmental contamination that is unknown and/or undisclosed to LESSEE at the time of execution of this Lease.

18.2. Release of LESSOR. Any other provision of this Lease to the contrary notwithstanding, LESSEE releases LESSOR from any and all claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (including, without limitation, a decrease in the value of the Property, damages due to loss or restriction of usable space, and attorneys’ fees, court costs, litigation expenses, and consultant and expert fees) arising before, during or after the term of this Lease, and resulting from the use, keeping, storage or disposal of Hazardous Material on the Property provided that such Hazardous Material did not arise solely out of acts or omissions of LESSOR. This release includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision or by law.

18.3. Use of Hazardous Materials on the Property.

18.3.1. LESSEE shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by LESSEE or its authorized representatives or invitees, except for such Hazardous Material as is necessary or useful to LESSEE’s permitted use of the Property.

18.3.2. Any Hazardous Material permitted on the Property as provided in this paragraph, and all containers therefore, shall be used, kept, stored and disposed of in a manner that complies with all laws or regulations applicable to any such Hazardous Material.

18.3.3. LESSEE shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system or any body of water, if such material (as reasonably determined by the LESSOR, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect (a) the health, welfare or safety of persons, whether located on the Property or elsewhere, or (b) the condition, use or enjoyment of the Property or any other real or personal property.

18.3.4. LESSEE hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Material kept on the Property by the LESSEE, its authorized representatives and invitees, and the LESSEE shall give immediate notice to the LESSOR of any violation or potential violation of the provisions of subparagraphs 19.3 and its subparagraphs.

18.4. 18.4 Indemnification of LESSOR by LESSEE for Environmental Contamination. Lessee agrees to forever protect, defend, indemnify and hold harmless LESSOR from and against any and all losses, claims, investigations, assertions, liens, demands and causes of action of every kind and character (including without limitation any assertions or claims made against LESSOR, LESSEE or third parties, by government agencies or third parties, alleging the release or threatened release of hazardous substances or environmental contamination of any kind on or in connection with the Property) and all costs thereof (including without limitation costs of removal action, remedial action, other "response costs" as that term is defined under applicable federal and state law, attorney's fees, penalties, damages, interest and administrative/court costs incurred by Lessor in response to and defense of same) arising in favor of any party, including LESSOR, and arising from or connected with LESSEE's activities under this Lease or LESSEE's use of or presence on the Property, whether such activities, use or presence are those of LESSEE or LESSEE's agents, subcontractors or other representatives. LESSEE acknowledges that this indemnification clause shall survive termination of this Lease, and that it applies regardless of the basis of liability alleged by or against any party, including strict liability under AS 46.03.822 or federal law. Hazardous Material Defined. Hazardous Material/Substance is any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the state of Alaska, or the United States government. Hazardous Material includes any and all material or substances which are defined as "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal law, including without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder. "Hazardous Material" includes but is not restricted to asbestos, polychlorobiphenyls ("PCB's") and petroleum and petroleum products.

18.5. Liability of Releases/Threatened Releases of Hazardous Materials. LESSEE agrees that at all times while this Lease is in effect, for purposes of potential liability under AS 46.03.822 or any similar law:

18.5.1. LESSEE, not LESSOR, shall be deemed the owner of and person having control over any hazardous substances used by LESSEE or on the property for business reasons of LESSEE; and

18.5.2. LESSEE, not LESSOR, shall be deemed the owner of the possessory interest under this Lease, and the operator of the property as a facility under AS 46.03.822(a)(2); and

18.5.3. LESSEE, not LESSOR, shall be deemed the generator, transporter, or both, of any hazardous substances generated or transported by LESSEE in connection with the enjoyment of its rights under this Lease.

For purposes of this section, "LESSEE" shall include LESSEE's agents, employees, subcontractors, subsidiaries, affiliates and representatives of any kind.

18.6. Compliance with Environmental Laws. Lessee covenants full compliance with any applicable federal, state or local environmental statute, regulation, or ordinance presently in effect or that may be amended or effective in the future.

19.8 Due Diligence. At LESSOR's recommendation, LESSEE has investigated the Property for potential environmental contamination which may have occurred before the date of the Prior Lease or this Lease; LESSEE accepts the Property in its current environmental condition. After such

investigation, LESSEE, based upon its current knowledge, agrees that the Property has not been subject to the use, generation, manufacture, storage, treatment, disposal, release or threatened release of hazardous substances; and has not been subject to any actual or threatened assertions, claims or litigation of any kind by government agencies or other persons relating to such matters.

19.9 Access to Property. LESSEE authorizes LESSOR to enter upon the Property to make such reasonable inspections and tests as LESSOR may deem appropriate to determine compliance with this Lease; any such investigations or tests shall be for LESSOR's purposes only and shall not be construed to create any responsibility or liability on LESSOR's part to LESSEE or any person.

19.10 Release from Future Claims. LESSEE hereby releases and freely waives any future claims against LESSOR for contribution or indemnity (whether under AS 46.03.822, other state law, or federal law) in the event LESSEE incurs or becomes liable for response costs, damages or costs of any kind because of the release, threatened release or presence of hazardous substances on or about the Property except to the extent that such presence predated this Lease or LESSEE's use of the Property under the Prior Lease.

19.11 Report of Events. LESSEE specifically agrees to report all releases, threatened releases, discharges, spills or disposal of hazardous substances, in whatever quantity, immediately to the appropriate regulatory authorities and simultaneously to LESSOR, and to keep LESSOR fully informed of any communication between LESSEE and any person or agency concerning potential environmental contamination and hazardous substances.

19.12 Representation of Lessee. Lessee acknowledges that Lessee has had a full opportunity to consult with attorneys of its choice before signing this Agreement. Lessee acknowledges that it is not relying on any statements or representations made by any employees, representatives, officers, consultants, the Mayor, or Assembly members in entering this Lease. Lessee acknowledges that it has not received and is not relying on any legal advice or representations by the Borough attorneys.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates herein below set forth, with the effective date of this Lease as set forth in the initial paragraph hereof.

LESSOR:

CITY & BOROUGH OF WRANGELL

Date: _____

By: _____
David L. Jack, Mayor

Attest: _____
Kim Lane, Borough Clerk

LESSEE:

WRANGELL MARINERS MEMORIAL

Date: _____

By: _____

Print name and representative capacity

APPROVED AS TO FORM:

HOFFMAN & BLASCO
Attorneys for City & Borough of Wrangell

By: _____
Robert Blasco

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 06-18-1412A RESOLUTION OF THE ASSEMBLY OF THE CITY AND
BOROUGH OF WRANGELL, ALASKA AUTHORIZING A
LEASE FOR THE WRANGELL MARINERS MEMORIAL

WHEREAS, it is important to remember those who have lost their lives as mariners; and

WHEREAS, the Wrangell Mariners Memorial will serve just such purpose; and

WHEREAS, a group of volunteers have come together to form a non-profit organization to champion the construction of the Mariners; and

WHEREAS, it has been determined the best location for the Memorial is in the Heritage Harbor Uplands; and

WHEREAS, to apply for funding for the Memorial, site control must be obtained; and

WHEREAS, the Port Commission has approved a recommendation to the Assembly to approve this lease.

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

The Borough Assembly authorizes a lease for the Wrangell Mariners Memorial.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 12th Day of June, 2018.

CITY & BOROUGH OF WRANGELL, ALASKA

David L. Jack, Mayor

ATTEST: _____
Aleisha Mollen, Deputy Clerk

Wrangell Port Commission

MEMO

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

FROM: SHERRI COWAN, PORT RECORDING SECRETARY

SUBJECT: MARINER'S MEMORIAL TIDELANDS LEASE AGREEMENT AND AGENDA
STATEMENT

DATE: May 8, 2018

At their May 8, 2018 Reconvened Port Meeting, the Port Commission made the motion to approve the Mariner's Memorial Tidelands Lease Agreement and the City and Borough of Wrangell Borough Assembly Agenda Statement with corrections to be made. (From Valdez to Wrangell)

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	13d	<u>DATE:</u>	June 12, 2018
Approval of Wrangell Medical Center FY 2019 Budget				
<u>SUBMITTED BY:</u>		<u>FISCAL NOTE:</u>		
Lisa Von Bargaen, Borough Manager		Expenditure Required:		
		Amount Budgeted:		
		Account Number(s):		
		Account Name(s):		
<u>Reviews/Approvals/Recommendations</u>				
<input type="checkbox"/>	Commission, Board or Committee		Unencumbered Balance(s) (prior to expenditure):	
Name(s)				
<input type="checkbox"/>	Attorney			
<input type="checkbox"/>	Insurance			
<u>ATTACHMENTS:</u>				
1. WMC FY 2019 Budget; 2. Transmittal Letter				

RECOMMENDATION MOTION:

Approve Wrangell Medical Center FY2019 Budget.

SUMMARY STATEMENT:

Wrangell Municipal Code Section 3.32.100(B) requires the WMC to submit a budget to the Borough on or before May 15th of each year. The code section reads as follows:

"The board shall annually, on or before the fifteenth day of May of each year, submit a detailed budget setting forth the anticipated income and expense of the hospital operations for the ensuing year starting July 1st. The hospital administrator shall prepare the budget in accordance with approved city and borough procedure and shall submit it to the hospital board for approval. The hospital board shall submit the budget to the borough manager with its recommendations in the same manner as the budgets are submitted by the other government departments of the borough, and the borough manager will submit the budget to the assembly. The purpose of the budget is to allow the assembly to appropriate necessary funds for operations; to insure that the proposed expenditures and financial obligations in the budget are in the best interests of the borough and the people of Wrangell; to insure that the budget reflects sound business practices; to insure that none of the proposed expenditures or obligations place the general fund of the borough at risk; and to use excess revenue of the hospital in the general fund of the borough. The board shall not obligate or expend by contract or otherwise any funds generated by hospital

income or funds from the general fund of the borough unless such obligation or expenditure has been identified with specificity in the budget and the budget has been reviewed by the borough manager and approved and adopted by the assembly. The Wrangell Medical Center and Long-Term Care Facility budget as submitted to the borough manager and assembly is not final and may not be implemented until approved by the assembly.”

Mr. Rang submitted the draft budget to me on May 11th. The draft budget was provided to the Assembly in the May 22nd packet for review. The Hospital Board took action and approved the final budget on May 30th. It is attached for review. It is a budget summary and does not include line-item detail. For the WMC Budget to go into effect it must be approved by the Assembly.

As a reminder, with the draft budget Mr. Rang also provided a list of items exceeding \$25,000 not included in the upcoming budget. Those include:

KNOWN COSTS:

- 1- Fiscal Year Initial Insurance policies; \$85,000. Will know actual cost by June 30th.

ANTICIPATED POTENTIAL COSTS:

- 1- Sprinkler head replacements: Up to \$115,000. Awaiting the test results (Done. No Cost)
- 2- Fire Door Inspections: \$30,000 estimated. Noted during exit interview with Surveyors. IE cited, it will need to be conducted within 60 Days.
- 3- Smoke/Fire Detector Upgrades: \$30,000 depending on test results in July
- 4- Bio Shredder replacement: Up to \$100,000. Aging machine and potential un-repairable failure
- 5- Patient Monitoring System replacement: \$160,000 to \$190,000. 10+ year old system with potential un-repairable failure
- 6- OTHER. 95% of medical equipment and facilities equipment is well over its life expectancy. Some is beyond having available parts, others no longer supported by the vendor, etc.

Wrangell Medical Center
Operating Budget
Fiscal Year 6/30/18
Budget Year 6/30/19

	BUDGET FY 2018	FY 2018 YTD 3/31/2018	Projected FYE 2018	Budget FY 2019	Increase From Projected FY 18
Routine Room and Board			9		
Inpatient	940,000	642,267	856,356	899,000	5.0%
Outpatient	120,000	91,494	121,992	129,000	5.7%
Emergency	2,200,000	1,283,538	1,711,384	1,797,000	5.0%
Long Term Care	4,400,000	2,957,680	3,943,573	4,400,000	11.6%
Total Routine	7,660,000	4,974,979	6,633,305	7,225,000	8.9%
Ancillary Charges					
Inpatient	800,000	426,489	568,652	597,000	5.0%
Outpatient	4,500,000	2,984,979	3,979,972	4,180,000	5.0%
Long Term Care	320,000	250,543	334,057	350,000	4.8%
Total Ancillary Charges	5,620,000	3,662,011	4,882,681	5,127,000	5.0%
Total Charges	13,280,000	8,636,990	11,515,987	12,352,000	7.3%
Contractual Allowances	1,700,000	1,057,397	1,409,863	1,900,000	34.8%
Bad Debts	60,000	49,966	66,621	71,000	6.6%
Financial Assistance	40,000	19,062	25,416	27,000	6.2%
Other Discounts	500,000	276,862	369,149	369,000	0.0%
Total Discounts	2,300,000	1,403,287	1,871,049	2,367,000	26.5%
Net Patient Revenue	10,980,000	7,233,703	9,644,937	9,985,000	3.5%
	17.3%		16.2%	19.2%	
Operational Expenses					
Salaries	5,800,000	3,402,607	4,536,809	5,800,000	2.0%
Benefits	1,820,000	1,352,486	1,803,315	2,000,000	10.9%
Supplies	1,260,000	656,152	874,869	892,000	2.0%
Depreciation	181,000	146,156	194,875	169,300	-13.1%
Agency Staffing	-	863,615	1,151,487		
Purchased Services	1,149,000	883,198	1,177,597	1,201,000	2.0%
Repairs & Maintenance	450,000	289,289	385,719	393,400	2.0%
Utilities	210,000	153,238	204,317	208,400	2.0%
Dues & Subscriptions	60,000	46,844	62,459	63,700	2.0%
Training & Education	60,000	24,915	33,220	33,900	2.0%
Travel	40,000	65,126	86,835	40,000	-53.9%
Insurance	110,000	71,414	95,219	97,100	2.0%
Other	200,000	27,648	36,864	37,600	2.0%
Total Expenses	11,340,000	7,982,688	10,643,584	10,936,400	2.8%
Gain (Loss) From Operations	(360,000)	(748,985)	(998,647)	(951,400)	4.7%
Miscellaneous Revenue	40,000	39,578	52,771	40,000	-24.2%
Interest Earned	1,000	205	273	300	9.8%
Grant Revenue	19,000	18,798	25,064	20,000	-20.2%
Non Operating Revenue	5,000	156,097	208,129	60,000	-71.2%
Total Miscellaneous Revenue	65,000	214,678	286,237	120,300	-58.0%
Net Gain (Loss)	(295,000)	(534,307)	(712,409)	(831,100)	-16.7%
Cash Flow +/-	(114,000)	(388,151)	(517,535)	(661,800)	-27.9%

13d-2

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

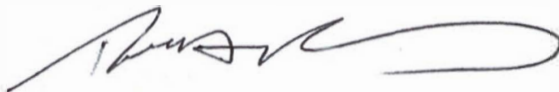
May 31, 2018

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 passed the attached FY19 Budget
and 2018 Personnel Policies at last night's meeting. We are
submitting these items for Assembly approval.

Sincerely,



Robert Rang
Wrangell Medical Center CEO

*Caringfor
Southeast*

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	13e	<u>DATE:</u>	June 12, 2018
Approval of Wrangell Medical Center 2019 Personnel Policies				
<u>SUBMITTED BY:</u>		<u>FISCAL NOTE:</u>		
Lisa Von Bargen, Borough Manager		Expenditure Required:		
		Amount Budgeted:		
		Account Number(s):		
		Account Name(s):		
<u>Reviews/Approvals/Recommendations</u>				
<input type="checkbox"/>	Commission, Board or Committee		Unencumbered Balance(s) (prior to expenditure):	
Name(s)				
<input type="checkbox"/>	Attorney			
<input type="checkbox"/>	Insurance			
<u>ATTACHMENTS:</u>				
1. WMC 2019 Personnel Policies; 2. Transmittal Letter				

RECOMMENDATION MOTION:

Approve Wrangell Medical Center 2019 Personnel Policies.

SUMMARY STATEMENT:

Wrangell Municipal Code Section 3.32.030(D) grants power to the WMC Board to develop and approve policies for the WMC staff.

“The board shall adopt personnel policies for hospital employees, subject to annual review by the assembly during May of each year. The personnel policies shall be subject to annual review by the assembly during May of each year. In addition, in the event the board adopts changes to the personnel policies at other times during the year, the board shall submit the personnel policy changes to the assembly for review. The personnel policies and any changes to the personnel policies shall be subject to modification by the assembly.”

However, those policies are reviewable, and subject to change by the Assembly. The code states the review of the policies should be done in May each year. Although a little late, there have been some revisions to the

policies that were approved by the Board on May 30th. The updated policies are attached for your review and approval.



WRANGELL MEDICAL CENTER

PERSONNEL POLICIES

~~2017~~2018

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SECTION 1 – WELCOME

1.1 MISSION, VISION AND VALUES

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.

Our values:

Integrity

We do the right thing, even if it is not the easy choice. We hold ourselves to high standards in the work that we do - this means we have a strong work ethic and do our jobs to the best of our abilities. We are honest, fair, and respectful to our patients, our community and ourselves.

Compassion and caring

Patients are always the focus and center of everything we do. Regardless of our role in the organization, we go above and beyond to provide services in a manner that lets patients know that we care deeply about them.

Trust

It is absolutely important to us that our patients and our community trusts us. We will provide patient care and conduct our business such that they always do.

Transparency

We are open and forthright with our community, our partners, and ourselves. Our community and patients have a right to know how we are planning for the future. They deserve to know how we are performing in the present, both financially and on quality measures.

Loyalty

We are loyal to our patients, because we care about them deeply as our friends, family, and neighbors. We are also loyal to Wrangell Medical Center, and always act as excellent ambassadors of the organization. We treat each other with respect, and work cooperatively as members of a cohesive team.

Honoring our heritage

We respect and remember our long history of caring for the diverse people in our community and region. We are committed to honoring this heritage by holding in the highest esteem our elders who came before us. We will focus on planning for our future so our elders can age in place, and maximize the potential that all patients may be served right here in the community.

Quality

Above all, we provide safe, high quality health care. We strive for excellence in everything we do, regardless of whether or not it is related directly to patient care. We hold ourselves accountable for this excellence. We embrace growth and change that comes with constantly improving ourselves. We focus on creating strong systems, and do not blame individuals for outcomes related to weak systems.

Fiscal responsibility

We believe in the prudent use of our resources. We deliver high quality services in a manner that is cost-effective while not compromising our services. Good stewardship of our finances benefits our community in the form of improvements and expansion of the services available.

1.2 PURPOSE OF THIS HANDBOOK

This handbook has been prepared to inform new employees of Wrangell Medical Center's policies and procedures and to establish WMC's expectations. It is not all-inclusive or intended to provide strict interpretations of our policies; rather, it offers an overview of the work environment. If WMC does not have a separate policy or procedure in place on how to deal with a specific topic, this Personnel Policies Handbook will be utilized as a guide. This handbook is not a contract, expressed or implied, guarantying employment for any length of time and is not intended to induce an employee to accept employment with the company.

WMC reserves the right to unilaterally revise, suspend, revoke, terminate or change any of its policies, in whole or in part, whether described within this handbook or elsewhere, in its sole discretion. If any discrepancy between this handbook and current company policy arises, conform to current company policy. Every effort will be made to keep you informed of the company's policies, however we cannot guarantee that notice of revisions will be provided. Feel free to ask questions about any of the information within this handbook.

This handbook supersedes and replaces any and all personnel policies and manuals previously distributed, made available or applicable to employees.

1.3 AT-WILL EMPLOYMENT

Employment with the Wrangell Medical Center is at-will. An at-will employment relationship can be terminated at any time, with or without reason or notice by either the employer or the employee. This at-will employment relationship exists regardless of any statements by office personnel to the contrary.

SECTION 2 - WORKPLACE COMMITMENTS

2.1 EQUAL OPPORTUNITY EMPLOYMENT

Wrangell Medical Center is an equal opportunity employer and does not unlawfully discriminate against employees or applicants for employment on the basis of an individual's race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. This policy applies to all terms, conditions and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline and termination.

Whenever possible, WMC makes reasonable accommodations for qualified individuals with disabilities to the extent required by law. Employees who would like to request a reasonable accommodation should contact the Human Resources Department.

2.2 NON-HARASSMENT / NON-DISCRIMINATION POLICY

Wrangell Medical Center is committed to providing and promoting an atmosphere in which employees, non employees, and employee applicants can be assured of a workplace free of discrimination or harassment on the basis of sex, color, race, religion, national origin, age, disability, marital status, changes in marital status, pregnancy, parenthood or sexual orientation. Harassment will not be tolerated, condoned or permitted. Such harassment or discrimination is in direct violation of federal and state law, and is inconsistent with Wrangell Medical Center's policy on equal opportunity and its Standards of Performance.

Persons who knowingly engage in or instigate such discrimination or harassment will be subject to disciplinary actions which may lead to suspension or discharge. Additionally, managers and supervisors who knowingly permit discrimination or harassment activity to occur without further action will be subject to disciplinary action. Where such prohibited activity is perpetrated by a non-employee, Wrangell Medical Center will take available and appropriate disciplinary action which may include, by way of example, loss of contract.

Persons making frivolous or malicious accusations of discrimination or harassment may be subjected to disciplinary actions. This policy is not intended to restrict bonafide activities such as reprimands, disciplinary actions and employee performance evaluations which are clearly within the scope of a supervisor's duties and responsibilities, and which serve a legitimate management purpose.

Definitions:

Discrimination: An act committed on the basis of prejudice or bias based on the sex, race, color, religion, national origin, age disability, marital status, changes in marital status, pregnancy, parenthood or sexual orientation. There are two types of discrimination:

- 1) Overt - conscious actions against individuals and
- 2) Systemic - a result of often normal and seemingly neutral practices throughout the employment. This act can be intentional or unintentional. The result of this act is that an individual or group is subject to unequal treatment or physical conduct.

Quid Pro Quo Sexual Harassment: Unwelcome sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual nature by one in a position of power or influence constitutes “quid pro quo sexual harassment” when

- 1) submission by an individual is made either an explicit or implicit term or condition of employment or of academic standing, or
- 2) submission to or rejection of such conduct is used as the basis for employment decisions affecting that employee, non employee or employee applicant.

As defined here, “quid pro quo sexual harassment” normally arises in the context of an authority relationship. This relationship may be direct as in the case of a supervisor and subordinate or it may be indirect when the harasser has the power to influence others who have authority over the victim.

Hostile Environment Sexual Harassment: Unwelcome sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual nature constitute “hostile environment sexual harassment” when such conduct is directed toward an individual because of his or her gender and has the purpose or effect of

- 1) creating an intimidating, hostile, or offensive work or academic environment, or
- 2) unreasonably interfering with another’s work performance. Generally, a single sexual joke, offensive epithet, or request for a date does not constitute hostile environment sexual harassment; however, being subjected to such jokes, epithets or requests repeatedly may constitute hostile environment sexual harassment.

In determining whether alleged sexual harassing conduct warrants corrective action, all relevant circumstances, including the context in which the conduct occurred, will be considered. Facts will be judged on the basis of what is reasonable to persons of ordinary sensitivity and not on the particular sensitivity or reaction of an individual.

Guidelines for implementation:

Responsibility for Implementation: Overall responsibility for the administration of this policy is delegated to the CEO. All managers and supervisors within Wrangell Medical Center are responsible for taking immediate and appropriate corrective action where they have any knowledge of such prohibited practices.

Complaints: Complaints should be made within ninety (90) days of the last discriminatory incident. Employees believing they have been subjected to discrimination or harassment should contact a member of the Executive Team.

A complaint may be filed in writing and a copy given to ~~a member of the CEO~~, or a member of the Executive Team. Appropriate steps will be taken to investigate any reported incidents of sexual harassment and discrimination, in order to remedy the situation. Disciplinary action will be taken as warranted.

Any form of retaliation, reprisal or adverse action taken against an employee for complaining about, reporting, or cooperating in the investigation of such alleged discrimination or harassment is prohibited and will be dealt with severely. Such disciplinary action may include suspension or dismissal.

Dissemination of Policy: The policy is to be posted in the facility.

2.3 WORKPLACE VIOLENCE

Violence or threats of violence in the workplace will not be tolerated. If an employee engages in any violence in the workplace, or threatens violence in the workplace, the employee's employment may be terminated immediately subject to the progressive discipline policy.

Violence includes, but is not limited to, physically harming another, pushing, harassing, bullying, intimidating, coercing, brandishing weapons, or threatening or talking of engaging in those activities. It is the intent of this policy to ensure that everyone associated with WMC, including employees, patients, and residents, never feel threatened by any employee's actions or conduct.

By nature, bullying is the repeated, unreasonable actions of an individual directed toward an employee intended to intimidate, and by doing so, can create a risk to the health and safety of

an employee. Bullying includes behavior that intimidates, degrades, offends, or humiliates a worker often in front of others or on a social media site.

Workplace security measures:

In an effort to fulfill this commitment to a safe work environment for employees, patients and visitors, the following rules have been created. These are:

- Access to WMC's property is limited to those with a legitimate business interest.
- All employees are furnished a name badge upon 1st day of employment and are required to wear it at all times while working.

Weapons prohibited: WMC specifically prohibits the possession of weapons by any employee while on Medical Center property unless such possession has been approved, in writing, by the CEO. Employees are prohibited from carrying a weapon while performing services for Wrangell Medical Center.

Weapons include guns, explosives, and other items with the potential to inflict harm. Appropriate disciplinary action, up to and including termination, will be taken against any employee who violates this policy. Any question as to what would be deemed appropriate will be decided by the CEO.

Reporting violence: Wrangell Medical Center is committed to trying to provide a safe working environment for its employees. It is every employee's responsibility to prevent violence in the workplace. An employee must immediately report to a supervisor what he or she sees or hears in the workplace that could indicate a co-worker may be in a potentially violent situation.

Any private conversations overheard or private messages received that constitute a threat against another individual will be reported to the proper authorities. These threats will also be used as the basis for disciplinary action, up to and including termination.

Employees are encouraged to report any incident that may involve a violation of WMC's policies that are designed to provide a safe working environment. All complaints will be treated on a confidential basis to the extent possible. No disciplinary or retaliatory action will be taken against any employee filing a complaint in good faith.

All reports will be investigated by the supervisor and CEO and may be reported to the authorities as required by law.

2.4 SMOKE FREE WORKPLACE

~~WMC is working toward a smoke-free campus. WMC is willing to cover any reasonable cost to employees associated with smoking cessation. In order to provide a smoke-free workplace, smoking is allowed in designated areas only. Employees may smoke during his/her break times and meal periods only. The designated staff smoking area is at the back of the covered area where the LTC van is parked. Containers will be provided for the extinguishing and disposal of smoking materials. Smoking is not allowed in WMC vehicles. WMC is a smoke-free campus. The WMC campus is comprised of all indoor and outdoor spaces owned or leased by the WMC, including parking lots and driveways that are used by WMC, and adjoining sidewalks to the WMC. Employees may smoke on his/her break times and meal periods only. Hourly employees who leave WMC property for non-work matters must clock-out upon leaving and clock-in upon returning. Employees are not allowed to leave the work place while "on the clock." Leaving campus during work time is subject to disciplinary action. WMC is willing to cover any reasonable cost to employees associated with smoking cessation.~~

2.5 DRUG-FREE / ALCOHOL-FREE ENVIRONMENT

It is the policy of Wrangell Medical Center to maintain a drug free work environment for all employees. Drug and alcohol testing will be conducted by a laboratory certified by CLIA.

Substances to be tested: Alcohol, Amphetamines, ~~Cannabinoids, (Phencyclidine)~~ Cocaine, ~~(Benzodiazepines)~~ Opiates, ~~(Buprenorphine)~~ Oxycodone, ~~PCP, (Propoxyphene)~~ Methadone, ~~TCH(THC)~~ Marijuana, Methamphetamines, ~~Barbiturates, (TCA)~~ MDMA/Ecstasy

Pre-employment substance screening:

All new job applicants will be informed that a substance screen is required. All offers of employment will be contingent upon the applicant passing a pre-employment substance screen. Testing methodology and procedures will follow the same guidelines established for employee testing. Wrangell Medical Center will pay the fees for the pre-employment substance screen.

A written consent from the applicant will be obtained prior to the drug and alcohol testing being performed. Completed consents will be kept in personnel records.

If the applicant refuses to submit to the drug and alcohol test, the offer of employment will be withdrawn.

An individual will not be allowed to begin work or orientation until test results are received by the Employee Health Coordinator, or the CNO.

Any applicant who has a positive test for the presence of any illegal or unauthorized substance will be denied employment.

Reasonable suspicion testing:

Employees who are reasonably suspected of being under the influence of any illegal or unauthorized substance will be subject to drug and alcohol testing. Before an employee can be requested to have a drug and alcohol test, the recommendation must be approved by the CEO, or designee, who will consider the reasonableness of the suspicion and the specific evidence on which the suspicion is based in granting or denying the recommendation.

Examples of reasonable suspicion may include but are not limited to:

- Observed alcohol or drug use during work hours or on-call shifts.
- Apparent physical or mental impairment or abnormal conduct including fights, assaults, flagrant violations of established safety, security or other operating procedures.
- Deteriorating work performance that does not respond to normal corrective action.
- Job-related accidents or other incidents.
- Excessive or unusual absenteeism.
- Actions, appearance, conduct or odors which reasonably cause an employee to suspect that another employee is impaired or under the influence of drugs or alcohol. Any suspicion should be immediately reported to a supervisor.

When an employee is asked to submit to drug or alcohol testing, the employee will be informed of the reasons they are being asked to submit to the test. The test must be performed within 2 hours of notification.

The employee must consent or refuse to substance testing in writing. Failure to indicate consent or non-consent will be deemed refusal.

An employee under reasonable suspicion of impairment will be suspended in writing without pay until the investigation is complete. If test is negative, pay will be restored retroactive to time of suspension, according to normally scheduled hours.

The employee will be informed that refusal to timely submit to the drug test, tampering with the sample during testing, or similar non-cooperation constitutes misconduct or insubordination and is grounds for corrective action up to and including discharge.

In all circumstances of suspected drug or alcohol use, the facility will offer appropriate transportation. If the employee refuses to accept transportation and attempts to drive, authorities will be notified.

Consequences of testing positive:

A preliminary *positive* test result for a specific drug indicates that the sample may contain drug/drug metabolite near or above the cutoff level. It does not indicate the level of intoxication or the specific concentration of drug in the urine sample. Positive samples will be sent to a reference laboratory for more definitive testing.

If test results are positive, the employee may be administratively referred to the Employee Assistance Program (EAP). Failure to diligently comply with EAP assessment and referral will result in discharge.

If the test results are positive, an employee may be granted a leave of absence for rehabilitation. The employee will be required to participate in all recommended continuing care and work rehabilitation programs. Upon successful completion of all or part of these required programs, the employee may be released to resume work but must agree to unannounced testing for up to 24 months after being returned to work. A specific return to work agreement will be required by WMC to document rehabilitation terms.

Employees who test positive or who possess, use, buy, sell, dispense or distribute drugs or alcohol during working time, on-call time, at work or while located on or near WMC premises are subject to appropriate discipline including termination.

For safety sensitive positions and for positions where the violation results in loss or substantial reduction of authorization to perform the responsibilities of the employee's position, WMC reserves the right to dismiss employees for first violations and for any repeat violations. In lieu of dismissal, WMC may transfer or demote the employee to a less sensitive position, on a temporary or permanent basis. However, due to the small size of the work force and the limited number of openings, this option may not be feasible or appropriate.

Privacy and confidentiality

To the maximum extent feasible, individual privacy and confidentiality will be respected in WMC's testing program. This policy shall not restrict WMC's duties towards its patients or the public, and shall not limit disclosure, which are authorized or permitted by applicable laws, WMC policies, or court order.

Employee drug test results will be released without the written authorization of the tested employee to their supervisor, Employee Health and the CEO. It is the responsibility of the supervisor to discuss the test results with the employee. At the discretion of the CEO, the results may be released to the Medical Center board, legal counsel, professional licensing boards, credentialing bodies, government authorities and similar entities, with or without the employee's consent.

Written records regarding drug testing and/or communication with the employee regarding substance use and abuse will not become part of the employee's personnel file, but will be maintained as a separate record. Drug testing results will be stored in the employee's health record.

WMC will not seek disclosure or access to medical or counseling records developed as a result of the EAP, absent the employee's consent to the release.

Responsibility

Commitment to a Drug-Free Workplace requires the cooperative efforts of everyone who works at Wrangell Medical Center.

It is the responsibility of WMC supervisors to monitor job performance. Supervisors should not attempt to diagnose the nature of an employee's problem, but will be alert to changes in behavior and will observe and document problems related to job performance and safety. Supervisors who knowingly or negligently disregard the requirements of this policy may be subject to corrective action.

It is the responsibility of all WMC employees to maintain an acceptable standard of job performance and to comply with all regulations, rules, policies and the Standards of Performance regardless of the underlying cause or circumstances of an employee's problem. Employees are encouraged to seek assistance before personal difficulties affect job performance.

A Return to Work Agreement will be required. The Return to Work Agreement form can be found in Chapter 12: "Return to Work Agreement". Failure to correct unsatisfactory job

performance or behavior will result in appropriated corrective action up to and including discharge.

2.6 EMPLOYEE ASSISTANCE PROGRAM

Wrangell Medical Center recognizes that a wide range of problems, not directly related to job function, can have an adverse effect on an employee's job performance. In most instances, the employee will overcome such problems independently, and the affect on job performance will be negligible. In other instances, supervisory assistance may be needed as motivation or guidance so problems can be resolved. In some cases, however, efforts of the supervisor and of the employee may not have the desired effect of resolving the employee's problems. WMC recognizes many problems can be successfully treated, provided they are identified in their early stages, and individual referral is made to an appropriate treatment resource. It is in the interest of the employee, the employee's family and the employer and community to provide this employee service. Therefore, it is the policy of WMC, and in the best interest of the employees, to handle such problems within the following framework.

Purpose of the EAP

The Employee Assistance Program (EAP) is a benefit, which provides confidential assistance to employees and their immediate family members (spouse and children). WMC is aware that many personal or health problems can and do interfere with an employee's ability to perform on the job. These problems may include, but are not limited to, emotional, physical, mental illnesses, family and marital stress, financial difficulties, and abuse of alcohol or other drugs.

Employees whose job performance problems are not related to a lack of skill may be in need of professional help in order to return to acceptable job performance.

The EAP is an integral part of the Facility's Drug-Free Workplace Program. The EAP provides confidential assessment and referral to employees and their dependents up to a maximum of three counseling sessions at no cost to the employee. All referrals to the EAP program will be with prior authorization of the CEO.

AICS/SEARHC or a similar approved licensed agency will provide services under the EAP program.

Treatment costs: If a referral to a provider outside the initial EAP program is necessary, costs may be covered by the employee's medical insurance benefit, but the cost of such outside services is ultimately the employee's responsibility.

Rehabilitation: Any employee identified under this policy as having a substance abuse problem will be given the same consideration extended to employees having other health problems, including use of FMLA medical leave to pursue a professionally prescribed program of treatment.

As a condition of continuing employment, the employee will be required to sign a Return to Work agreement and successfully complete any program (including aftercare) recommended by the treatment professional and approved by the EAP. The Supervisor must receive information about the recommendations of the EAP from the employee. The supervisor will forward all documentation to Employee Health.

Confidentiality and privacy: All written documentation regarding the EAP should be added to the employee's health file. Information regarding the nature of substance abuse and related problems will be maintained with the strictest confidentiality allowable. Once an employee becomes an EAP client, information about the personal problem, treatment, or substance abuse obtained by the provider will not be revealed to WMC without the employee's knowledge and consent, except as permitted or required by law. Records are kept confidential in accord with professional codes of ethics and applicable federal and state regulations. However, critical situations requiring third-party warnings, medical emergencies, and appropriate legal action may require information release without client consent. Where, in the EAP counselor's professional judgment, the employee's situation poses a significant potential health or safety risk to others, the EAP counselor will as required by law, require the employee to inform WMC of this fact, but not the nature of the problem, and will confirm with WMC that this contact was made.

The "Return to Work Agreement" and "Authorization for Disclosure of Protected Health Information" forms can be found in Chapter 12.

2.7 WHISTLEBLOWER PROTECTION

If any employee reasonably believes that some policy, practice, or activity of Wrangell Medical Center is in violation of law, a written complaint must be filed by that employee with the Compliance Officer, CEO or the Board President.

It is the intent of WMC to adhere to all laws and regulations that apply to the organization and the underlying purpose of this policy is to support the organization's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations. An employee is protected from retaliation if the employee brings the alleged

unlawful activity, policy, or practice to the attention of Wrangell Medical Center and provides WMC with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to employees that comply with this requirement.

WMC will not retaliate against an employee who in good faith, has made a protest or raised a complaint against some practice of WMC or of another individual or entity with whom WMC has a business relationship, or on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

WMC will not retaliate against employees who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of Wrangell Medical Center that the employee reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

It is Wrangell Medical Center's intent to fully comply with the Whistleblower Protection Act. The actual federal regulation will govern any questions arising under this policy.

SECTION 3 – COMPANY POLICIES AND PROCEDURES

3.1 STANDARDS OF PERFORMANCE

We commit to provide fully informed quality healthcare which encompasses respect, dignity, compassion and confidentiality.

Teamwork: We commit to teamwork that is based on reliable, supportive and committed engagement with each other at all times and under all circumstances.

Communication: We commit to conducting ourselves with integrity in an approachable, receptive and respectful manner in order to foster a positive work environment.

Education: We commit to encouraging all employees to reach their full potential through education and personal growth; our goal being to provide safe, efficient and quality healthcare.

Accountability: We commit to honoring ourselves and our coworkers by being punctual, focused, prepared and responsive to provide professional patient centered care.

3.2 CODE OF CONDUCT

Wrangell Medical Center expects its employees to adhere to a standard of professional conduct and integrity. Please refer to the document “WMC Code of Conduct” for clarification of these expectations.

3.3 CONFIDENTIALITY OF INFORMATION

Employees have access to a wide range of confidential information. “Confidential information” is information which is not generally known and which the employee obtained solely as a result of his or her employment. It includes, but is not limited to, written records, lists, and any information pertaining to patients. Employees should only share or discuss confidential information with other employees on a need to know basis. It is not information which should be gossiped about or discussed with any other employees who do not have a need to be aware of that information. Employees should never discuss confidential information with anyone outside of the facility. As a condition of employment, employees must sign a confidentiality agreement. That agreement is a legally binding document in which employees acknowledge their obligation to maintain and protect the confidential information of Wrangell Medical Center.

Any breach in confidentiality should be reported to the employee's supervisor. The supervisor must file an incident report with the Compliance Officer, or Privacy Officer, and place a statement of the incident in the employee's personnel file.

~~Information~~ Giving information to press and ~~radio/or media~~ is restricted; do not give information to these sources unless you have been designated to do so by the CEO. If at any time an employee has any questions concerning what is or is not confidential and what their duties are with regard to confidential information, they should not hesitate to discuss those questions with their immediate supervisor.

3.4 PERSONAL APPEARANCE

Employees are expected to maintain high standards of neatness, cleanliness and personal hygiene. All employees should arrive for work in modest, neat and clean clothing appropriate for work. Wrangell Medical Center is an important part of our community and our employee's attire should be reflective of our professional commitment to those we serve. Our appearance should not distract from our professionalism individually or collectively, and should not be distracting or offensive.

Clothing must be clean, safe, non-wrinkled, in good repair and sized appropriately (no wrinkled, torn or revealing apparel) with no slogans, or inappropriate pictures/graphics. No sweatshirts, bare midriffs, low riding pants or tank tops can be worn. Employees providing direct patient care should wear scrubs or appropriate attire. Wrangell Medical Center and Wrangell Medical Center Foundation logo attire is acceptable. Note: Department heads will orient staff to particular departmental uniform requirements upon orientation.

All employees must wear a facility issued photo identification badge. This must be worn in a visible location above the waist at all times. The Human Resources department will issue these upon hire. Duplicate identification badges may be obtained from the Human Resources department.

Cosmetics, colognes and fragrances must be kept to a minimum so as to prevent discomfort or allergic reactions from co-workers and patients. These include, but are not limited to, heavy cologne, perfume, or after shave lotions.

Body piercings and jewelry must be conservative in nature and should not compromise health, sanitation or safety. Tattoos should not be perceived as offensive to patients, visitors or other staff.

Footwear should be appropriate and safe for each employee's daily work activities. For reasons of safety and infection control, no open toe shoes, thong type footwear or any type of shoes with openings are allowed in work areas with the exception of office personnel.

Supervisors are responsible for enforcing dress codes. Employees are responsible to know and follow the hospital and departmental dress codes. If any employee reports to work improperly dressed or groomed, the supervisor will instruct the employee to obtain a pair of scrubs, shower if necessary and return to their shift, or be asked to return home to change into appropriate attire. The employee will not be compensated during such time away from work. Repeated violations may result in disciplinary action.

3.5 PARKING

There is available parking for employees in the parking lots. No employee parking is allowed on the street from the ~~first driveway~~lobby entrance driveway of the Medical Center entrance to the driveway of the rehab parking lot. ~~The parking~~Parking in front of the ER, and the three designated visitor spaces near the gazebo are to be kept free for patients, visitors, and family.

3.6 EMERGENCY PREPAREDNESS PLAN

Employees are expected to review the Emergency Preparedness Plan, as established by the Medical Center. Emergency Preparedness Drills are held periodically. Employees present at the facility, for any reason, are expected to participate in Fire Drills. All employees are expected to participate in mandatory Emergency Preparedness Drills. Copies of the Emergency Preparedness Plan are available in all departments and electronically on the shared drive.

3.7 NEPOTISM

The employment of a relative of a current employee is permitted by Wrangell Medical Center as long as qualifications for the position are met and, in the opinion of the Medical Center, employing the relative will not create an actual or perceived conflict of interest. Supervisors who seek to hire, transfer or promote any relative (as defined below) must obtain prior written approval from the CEO.

Relative defined: Relatives includes a spouse, parent, parent-in-law, child, grandparent, grandchild, sister/brother, sister/brother-in-law, aunt/uncle, niece/nephew and any individual with who an employee has a personal relationship.

Personal relationships may create an actual or perceived conflict of interest, and/or create the risk of sexual harassment/hostile work environment related claims. A personal relationship includes, but is not limited to a romantic or intimate social relationship. Thus, a supervisor may not hire, promote or directly supervise any person with whom they have a personal relationship, nor may they engage in any personal relationships with their subordinates.

An employee must notify his/her supervisor if his or her relationship to another employee changes to fit the definition of “relative” above. If a personal relationship develops between a supervisor and subordinate, both employees are required to inform the CEO of the relationship.

Company Discretion: Wrangell Medical Center reserves the right to use its sole discretion in hiring, assigning and transferring relatives in a manner calculated to eliminate potential conflicts of interest or other employment complaints. To do this, the CEO will take action that is fair and equitable and that will remove any direct reporting or management relationship between employees who are defined as “relatives”.

Similarly, Wrangell Medical Center reserves the right to use its sole discretion in hiring, assigning or transferring employees who have personal relationships with co-workers. The CEO will take action that is fair and equitable to eliminate any direct reporting or management relationship between employees who are involved in a personal relationship.

Finally, Wrangell Medical Center may change the placement of relatives and individuals involved in a personal relationship regardless of whether there is a direct reporting or management relationship if the CEO determines that the personal relationship actually or potentially interferes with the employees’ job performance.

3.8 ACCEPTANCE OF GIFTS

Employees should not accept gifts from any patient or resident unless it is a gift to all the staff, such as box of candy, fruit, etc. Employees and their families may accept gifts from long term care residents on special occasions, i.e., Christmas with the value of the gift not to exceed \$25.

Money should never be accepted from patients or residents by individual employees. Employees are not permitted to borrow money from patients or residents under any circumstances. Patients or residents may make contributions to Wrangell Medical Center or Wrangell Medical Center Foundation.

SECTION 4 – PRIOR TO AND UPON EMPLOYMENT

4.1 RECRUITMENT

Prior approval from the Chief Executive Officer is required before establishing a new position or filling an existing position.

Any position that opens or is created at Wrangell Medical Center will be advertised for five working days. The position and its qualifications will be posted ~~publicly in the staff dining room,~~ on the WMC website, and on the two Medical Center public information boards. The position may be advertised out of house concurrently with in-house posting.

Applicants will complete the application forms provided by Wrangell Medical Center and/or submit a resume. The written application will be reviewed by the supervisor. Upon review, the supervisor will select those applicants to interview, check references, and all other processing of the application. All employees will be required to have a drug and alcohol screen and a criminal background check performed prior to hire.

Successful applicants will be hired at the proper grade established for the position, and at a step depending on experience, but not to exceed the median step on the established pay grid.

Any present employee of WMC who is successful in being hired for a new position or promotion will be subject to a six-month probation period with the exception that all present benefits will continue. The date of promotion to a new position will become the anniversary date of the employee for annual step increases.

4.2 BACKGROUND CHECKS

Wrangell Medical Center will conduct background screening checks on all new employees in accordance with the State of Alaska Department of Health and Social Services regulations. The background check will be processed through the Alaska Background Check Program. A background check will be done prior to employment at Wrangell Medical Center. Any offer of employment at Wrangell Medical Center is contingent on the successful completion of the background check. The Alaska Background Check Program also requires current employees to have their background check clearance renewed every six years. Employees will be notified when they are required to have their background check renewed. Wrangell Medical Center will pay for all costs of the background check screening. If a barrier crime is committed while you are employed by Wrangell Medical Center, the State of Alaska may revoke your clearance

for employment. If an employee's background check clearance is revoked, Wrangell Medical Center must comply with the findings of the Background Check Unit.

4.3 CLASSIFICATION OF EMPLOYMENT

For the purposes of administration and eligibility for overtime compensation and benefits, Wrangell Medical Center has classified its employees as follows:

- *Exempt employees:* are appointed by the CEO and are compensated at a daily rate. They regularly receive, each pay period, a predetermined amount. An exempt employee is not eligible for overtime pay or shift differential. Based on the needs of Wrangell Medical Center it is to be expected that exempt employees may be required to work after hours or on weekends (outside their standard work week). Deductions from pay may be made when an exempt employee is absent from work for one or more full days. Accrued Paid Time Off (PTO) will be used to cover the deductions in pay if the exempt employee has enough accumulated PTO to cover the absence. If an exempt employee is absent from work during their standard work week for one or more full days, the exempt employee cannot work on a different day of the week to make-up the time unless it has been approved in advance by the CEO.
- *Non-exempt employees:* are those employees whose compensation is based on an hourly wage rate. These employees are hired to work at least 20 hours per week on a regular basis. Non-exempt employees will be paid overtime at the rate of time and one-half their regular rate of pay for all hours worked beyond forty (40) hours in a work week.

Overtime: all hourly employees who are scheduled up to twelve (12) hours or less, shall be paid at time and a half for all hours worked in excess of:

- Your regularly scheduled shift
- Forty (40) hours in a seven (7) day work period

All overtime will be computed to the nearest quarter (1/4) hour.

Shift Differential: Personnel in departments that regularly schedule two or more shifts per day will be eligible for shift differential. Normally, the evening shift differential pay is from 4:00 p.m. to 12:00 midnight and night shift differential pay is from midnight to 8:00 a.m.

Employees working within two (2) shift differential periods shall be paid the respective differential rate for hours worked within each period. Differential is paid

only for hours worked. Paid time off, call back time, inservice time, and other non-worked benefit time do not qualify for differential pay.

- *PRN employees:* Those scheduled on an "as needed" basis. These employees receive none of the regular employee benefits. Monetary compensation will be at the proper grade and step for the position, plus ten percent. PRN employees will not be eligible for PTO accrual, holiday pay, group health insurance, life insurance, step raises, or the retirement plan. Supervisors will determine the need for PRN employees in their departments. PRN employees' hours will be monitored and PRN Employees will be moved to non-exempt status as required.
- *Contract employees:* Contract employees' pay terms are negotiable.

4.4 COMPENSATION

The compensation plan of Wrangell Medical Center is established by assigning each job classification a salary grade which reflects the knowledge, skills and abilities needed to fill that position. Each employee will be compensated based upon the salary grade that is assigned to his or her position. The compensation plan establishes a salary range within each job. It is designed to provide for annual step increases to an employee as a reward for their increased value to the Medical Center.

New employees will be hired at the proper grade established for the position, and at a step depending on experience, but not to exceed the median step on the established pay grid unless pre-approved by the CEO.

4.5 ORIENTATION

All employees shall be appropriately oriented to the facility, to their departments, and to the duties of their job positions upon hire. All employees will be provided with a copy of their current job description and personnel policies. It is the responsibility of the supervisor to notify the Human Resources department of a new hire.

Each employee shall be provided with a facility orientation checklist. This checklist must be completed and signed by the employee by the end of a two-week period. The checklist shall then be returned to the supervisor for placement in the employee's personnel file.

The supervisor is responsible for providing adequate employee orientation within their department. A signed checklist for department orientation will be placed in the personnel file. Contract employees and students will be oriented in specific departments as appropriate. Contract employees must complete a contract employee orientation form.

Following a break in service of 6 months or more or at the discretion of the supervisor, an employee will be reoriented.

4.6 PROBATIONARY PERIOD

The first six calendar months of employment are considered probationary. The probationary period is designed so that the new employee may determine whether or not he/she is satisfied with his/her position and the supervisor may decide whether or not a new employee is satisfactorily performing his/her duties. The supervisor may extend the probationary period with the approval of the CEO. Any employee may be requested to leave for any reason, whatsoever, at the close of, or any time during, the probationary period.

4.7 JOB DESCRIPTION

Upon application, each employee will receive a written job description which describes the following:

- Qualifications necessary for the position
- Essential functions of the position
- Job classification
- Brief description of responsibilities and duties
- Title of immediate supervisor

Any job description distributed by Wrangell Medical Center is not inclusive of all duties that the employee will be required to perform. The employer expressly reserves the right to change the responsibilities and duties at its sole discretion. Upon hire, the job description will be signed by the employee to indicate acceptance and knowledge of the responsibilities of the position. The signed job description will be placed in the employee's personnel file.

4.8 LICENSURE AND CERTIFICATION

Those employees required by law, regulation or Wrangell Medical Center to be licensed or certified shall have the appropriate license or certification, and shall maintain such license in

force during employment. Failure to acquire or maintain a required license or certification may result in suspension or termination.

SECTION 5 – ATTENDANCE AND SHIFT POLICIES

5.1 ATTENDANCE POLICY

To insure adequate staff for patient and resident care and safety, Wrangell Medical Center encourages excellent attendance and punctuality by all employees. While there are sometimes legitimate reasons for employees to be absent or late on occasion, excessive absenteeism and tardiness impacts other employees and impedes the organization's progress toward meeting its goals. Excessive absenteeism and tardiness are not acceptable behaviors, and employees will be counseled when their poor attendance record is excessive. Should an employee be unable to correct the excessive absence or tardiness, corrective action up to and including possible termination will be taken.

Requirements

A. Employees who must be absent or late are required to notify their supervisor or his/her designee at least 30 minutes before the start of their appointed shift.

-For Nursing and Support Services: employees must give at least a 2-hour prior notice of his/her absence.

B. All requested time off will be pre-approved by employee's supervisor at least 2-weeks prior.

-For Nursing staff: If there is a shift that an employee is already scheduled for and the employee wants that shift off, then it is the employee's responsibility to find someone to cover the shift without accruing overtime by the employee who will cover the shift. A "trading shift" form must be filled out and given to the Chief Nursing Officer (CNO) at least 24 hours prior to the start of the shift in question.

C. Employees requesting leave under one of our specific leave policies (FMLA, Earned Time, Military Leave, etc.) must follow the notification and approval procedures contained in that leave policy. These absences and approved disability accommodations do not count as unscheduled absences under this policy.

D. Employees who fail to report his/her absence within three consecutive scheduled working days are considered to have voluntarily terminated his/her employment.

E. Proper notification is the employee having a direct conversation with his/her supervisor or their designee; nursing department employees must speak to the charge nurse when the CNO is not present. Improper notification or failure to notify of an absence will be considered just cause for corrective disciplinary action, which may include termination.

F. Consecutive absences for different reasons will be treated as separate occurrences. For example, an employee who is sick on one day, and then fails to show up for work the next day because of car problems, would have two occurrences. Any absenteeism from a scheduled workday or tardiness greater than an hour that has not been prearranged with the department

supervisor/manager is considered an absenteeism occurrence. Note: For Nursing Staff, a trading shift form must be filled out in advance and approved when an employee needs someone else to cover any hours of a shift for him/her.

G. The provision of a physician's note does not prevent the absence from constituting an absenteeism occurrence under this policy.

H. Excessive absenteeism which adversely affects your ability to fulfill your duties may lead to termination.

I. All absences will be reviewed by the department manager.

J. Refer to the Wrangell Medical Center Policy for absenteeism for administration and corrective action guidance

Attendance Point System

Each absence = 1 point

Improper notification or failing to call-in at least 2 hours prior to the beginning of your shift = 2 points

Each tardiness greater than 15 minutes = ½ point *

Each no call/no show = 4 points

Each on-call shift absence = 1 point

Any removal of call from the call sheet after the start of the schedule without getting preapproved coverage through the trading shifts form is an absence and equals 1 point.

Any call shift where the employee cannot be reached and the supervisor has also tried to contact the employee is considered an absence and equals 1 point.

Any shift that the employee leaves more than 15 minutes prior to the end of the shift without prior approval from the supervisor = 1 point

* If you clock in after the start of your scheduled shift you are considered tardy, even if you are less than 15 minutes late. You only accrue attendance points if you are more than 15 minutes late, however excessive tardiness, even if less than 15 minutes, is subject to disciplinary action.

Points will fall off one year after the date on which they were earned. For example: If an employee earns 2 points on January 14, 2017, those points will not fall off until January 14 2018.

If an employee goes 120 consecutive days with no absences, tardiness, or missed time clock punches, 2 points will be deducted from their record. Point deductions cannot be accumulated to create a negative point balance.

Clocking In and Out

Employees are required to clock in at the beginning of their shift and clock out at the end of their shift. Attendance points will be given to those who excessively do not use the time clock properly. Once three missed time clock punches are recorded in a 90 day period, the employee will receive 1 attendance point. Each missed time clock punch will fall off or reset 120 calendar days after they occur.

Progressive disciplinary action is determined by the following:

3 points= verbal warning

4 points= written warning

6 points= 3 day suspension of scheduled shifts without the option to use PTO

7 points= termination

5.2 MEAL PERIODS

The meal period must be at least a 30-minute non-paid break to be scheduled where possible in the middle of each shift scheduled over six hours. The meal period should be taken. The omission is no basis for leaving work early. If you leave the WMC Campus you must clock out and clock back in when you return.

A dining room is available for staff to take breaks and eat meals. Staff members are responsible for keeping dining room clean and neat after use.

5.3 REST PERIODS

When working conditions permit, and pending a supervisor's approval, a paid rest period of 15 minutes is allowed for each four hours worked. Rest periods should be taken prior to the last hour of your scheduled shift. Their omission is no basis for leaving work early, nor qualifying for overtime. If you leave the WMC Campus you must clock out and clock back in when you return.

5.4 ON CALL AND CALLBACK

Designated employees are scheduled to take call and will do so as a requirement for

employment. During call time, employees will abstain from any consumption of alcohol or the use of drugs. Violations of this policy will be subject to disciplinary procedures at the discretion of the supervisor. Employees who are on-call will be responsible for being able to be reached by Wrangell Medical Center and available to report for work at all times. On-call employees must arrive at the medical center no later than 30 minutes after being called. On-call pay continues when called in. This is in addition to the call back pay.

Employees will be guaranteed a minimum of 1 hour pay when called back to work. Call back pay is 1.5 times employee's regular rate of pay.

5.5 TIME CLOCK

All employees are expected to be at their work areas ready and able to start work at the scheduled time and are expected to remain in their work areas until their scheduled quitting time. A time clock is provided for employees to keep an accurate record of attendance, time worked and leave taken for pay purposes. It is the employee's responsibility to clock in at the beginning of his/her shift and out at the end of the shift. As long as the employee remains on campus, employees are not required to punch out and back in at lunch time - a lunch break will be automatically deducted. If an employee leaves campus for personal reasons, they are required to clock out, and clock back in upon return. Employees should not clock in over 7 minutes before the beginning of the shift or more than 7 minutes after the shift ends. Employees working in multiple departments need to clock in to the appropriate department. It is the employee's responsibility to report any problems he/she may have clocking in or clocking out, or any exceptions to pay that need to be reported by completing a Payroll Exceptions form. Call Pay, In-service time and PTO may also be recorded on the time clock. Supervisors will review their employee's time and attendance and sign a Supervisor Review form at the end of the pay period. The signed Review form must be turned in to the Human Resources Department by **noon** on ~~the Monday of~~ Friday the week of payday. Any time not recorded or any problems not reported by this time will be paid or adjusted on the next regular pay period.

5.6 TIME STUDIES

Time Studies are mandatory and must be done one week of every month for salary allocation on the Medicare cost report. These studies must be on rotating weeks. The personnel affected are the Nursing staff and Activities.

5.7 MEETINGS AND INSERVICES

All necessary training required by the employer or any state, federal or local agency must be completed by all employees. Documentation of attendance at training will be kept by the department's supervisor. Direct patient care personnel are required to take CPR. Staff meetings are mandatory. You will be paid for the time, ~~but~~ and are expected to attend unless you are needed on the floor for patient care at the time of the meeting.

5.8 PAYDAY AND CREDIT UNION MEMBERSHIP

Employees are paid on a bi-weekly basis every other Friday. Direct deposit of funds is available to either a savings or checking account at the employee's bank of choice. To activate direct deposit, a Direct Deposit Authorization form must be completed and returned to the Human Resources department. Wrangell Medical Center employees are eligible for membership in the Alaska USA Federal Credit Union. See the Human Resources department for membership application.

Any paycheck not picked up by 5:00 pm on pay day will be mailed on the next regular business day to the employee.

There will be no employee advances between pay days.

5.9 TRAVEL AND MEALS

An employee must fill out a Personnel Action Form for any employee travel. Travel funds must be approved in advance by the supervisor and the CEO. The Medical Center will pay the employee's regular salary while they are attending education or business meetings. Travel and Education pay will not exceed 8 hours per day.

Airline tickets should be charged to the hospital. Registration fees, meal per diem and lodging expenses may be obtained in advance, if the employee wishes. Airline and lodging reservations should be made through the Administrative Assistant. Receipts for expenses must be returned to the Accounts Payable department within 30 days of travel.

A meal per diem allowance is paid for any out of town travel resulting in an overnight stay. One day of meal per diem will be given for each night the employee is out of town.

Rental cars must be charged to employee's own credit card and the receipt turned in to Accounts Payable for reimbursement. Employees may be asked to present a written or oral report on information learned while traveling at the Medical Center's expense.

SECTION 6 – LEAVE POLICIES

6.1 LEAVES OF ABSENCE

Family medical leave act:

Wrangell Medical Center offers leave consistent with the requirements of the federal Family and Medical Leave Act (FMLA). Under the FMLA, an employee may be eligible for an unpaid family and medical leave of absence under certain circumstances.

Under the federal FMLA, a person who has worked as an employee of this company for at least 1,250 hours for twelve months is eligible for FMLA leave. Up to twelve weeks of unpaid leave per year is available for the following reasons:

- The birth of a child and to care for the newborn child;
- The placement with the employee of a child by adoption or foster care;
- Care for a spouse, child or parent with a serious health condition; or
- Care for the employee's own serious health condition.

If the need for leave is foreseeable, employees should notify a supervisor 30 days prior to taking FMLA leave. If the need for FMLA leave arises unexpectedly, employees should notify a supervisor as soon as practicable, giving as much notice to the company as possible.

Employees may be required to provide: medical certifications supporting the need for leave if the leave is due to a serious health condition of the employee or employee's family member; periodic recertification of the serious health condition; and periodic reports during the leave regarding the employee's status and intent to return to work. Employees must return to work immediately after the serious health condition ceases, and employees who have taken leave because of their own serious health condition must submit a fitness-for-duty certification before being allowed to return to work.

Leave may be taken on an intermittent or reduced schedule to care for an illness; yet, may not be taken intermittently for the care of a newborn or newly adopted child. When leave is taken intermittently, the company may transfer the employee to another position with equivalent pay and benefits, which is better suited to periods of absence.

Leave taken under this act will run after all concurrently with PTO, and sick time has been used. The anniversary date of the employee will be adjusted by the length of the leave of absence FMLA used after all PTO is exhausted.

If an employee decides not to return to work following FMLA leave and you fail to provide your supervisor with advance notice, you will be considered to have voluntarily resigned. If you need to apply for additional time off, the additional time will fall under the non-family medical leave policy.

WMC will maintain group health insurance coverage for an employee on family and medical leave on the same terms as if the employee had continued work. If applicable, arrangements will be made for the employee to pay their share of health insurance premiums while on leave. The company may recover premiums paid to maintain health coverage for an employee who fails to return to work from family and medical leave.

If an employee would like WMC to maintain other paid benefits during the period of leave, premiums and charges which are partially or wholly paid by the employee must continue to be paid by the employee during the leave time.

Family and medical leave will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. However, an employee on family and medical leave does not continue to accrue benefits (e.g., vacation leave) during the period of family and medical leave. Questions regarding particular benefits should be directed to the Human Resources department.

Upon returning from FMLA leave, an employee will be restored to his/her original job or an equivalent job with equivalent benefits, pay, seniority, and other employment terms and conditions as provided by the Family and Medical Leave Act.

It is Wrangell Medical Center's intent to fully comply with the Family Medical Leave Act. The actual federal regulation will govern any questions arising under this policy. This is intended as a general summary of Wrangell Medical Center's compliance with FMLA.

Non - family medical leave policy:

For special, personal or urgent reasons, an employee employed one year or more may apply for a leave of absence without pay up to 120 consecutive calendar day's duration. A leave of absence must be requested in writing on the Leave of Absence Request Form and submitted to your supervisor and CEO as far in advance as possible. The request must state the reasons for the leave and the amount of time requested. The supervisor will give consideration to the circumstances of each application and shall have the right to determine whether or not the leave shall be granted and the duration. A major consideration in granting or denying a requested leave of absence for other than medical related conditions, or those conditions covered under the Family Medical Leave Act, will be the ability of the Medical Center to provide adequate

coverage without extra cost. All accumulated PTO hours will be used prior to the granting of leave of absence without pay. Benefits will not accrue during a leave of absence without pay. The employee will be responsible for the entire expense of continued health insurance coverage (COBRA) during personal leave. The employee must pay the entire premium at the regularly scheduled payment date. Failure to make timely payments will result in termination of benefits. Approval of a leave of absence without pay does not guarantee employment at the Medical Center at the end of the leave. Upon returning from a leave of absence, the anniversary date of the employee will be adjusted by the length of the leave. All benefits will resume immediately upon return to work from a leave of absence. Leave may be extended with CEO approval. If an employee decides not to return to work following personal leave, you will be considered to have voluntarily resigned.

Military leave policy:

Wrangell Medical Center will comply with its obligations under the Uniformed Services Employment and Reemployment Rights Act (USERRA). The Act applies to persons who perform duty, voluntarily or involuntarily, in the “uniformed services.” These services include the Army, Navy, Marine Corps, Air Force, Coast Guard and Public Health Service Commissioned Corps, including their reserve components.

6.2 PAID TIME OFF AND PERSONNEL ACTION FORMS

Employees requesting Paid Time Off (PTO) will fill out a Personnel Action Form for scheduling purposes. A personnel action form must be filled out for any time off the job which will be claimed for pay, with the exception of regular holidays. This form will be filled out in advance when requesting vacation, leave, travel and education. Employees are responsible for managing their PTO balances.

All employees accrue Paid Time Off for purposes of vacation and sick leave. Employees in temporary or PRN status do not accrue Paid Time Off.

Rate of Accrual:

The rate of accrual shall be based upon the total number of hours worked during a pay period, and your accrual rate for length of service. PTO does not accrue on overtime or callback hours.

- 0-1 years .084616 per hour worked
6.77 maximum accrual per pay period 176 Hrs.
- 1-4 years .103847 per hour worked
8.31 maximum accrual 216 Hrs.

- 4-9 years .123077 per hour worked
9.85 maximum accrual 256 Hrs.
- 9 + years .142308 per hour worked
11.38 maximum accrual 296 Hrs.

Paid Time Off Pay: PTO shall be paid at the employee's base rate of pay and will be figured into that pay period during which the leave was taken. PTO used for leave from work will be used at least at the rate an employee is normally scheduled to work, which has been determined by your supervisor. No regular employee shall have a negative PTO balance. PTO will be added to an employee's time in order to bring the employee's regular hours up to their regularly scheduled hours. Overtime, callback and on call hours are not used when determining regularly scheduled hours.

Accumulation: PTO accrued, but not used, shall accumulate from pay period to pay period to a maximum of 500 hours. Anything beyond this cap will periodically be paid in cash.

Conversion to Cash: Employees may request a cash payment of hours accumulated in their PTO banks on a quarterly basis. Any conversions over four in one year must be approved by the CEO. PTO shall be paid at 100% of the employee's base rate. Cash conversions are subject to normal payroll withholdings. Requests for conversion to cash will be paid with the regular payday.

Required Time Off: All employees regularly scheduled for full-time will be required to take ten days off during the calendar year. Employees regularly scheduled for part-time will be required to take off five days during the calendar year.

Scheduling: Employees shall present written requests for Paid Time Off at least ~~four (4)~~ two (2) weeks in advance. PTO is subject to supervisor approval, and will be granted according to the convenience of the Medical Center.

Payment on Termination: An employee shall be paid upon termination for all PTO accumulated but not used. PTO shall be paid at 100% of the employee's base rate.

6.3 HOLIDAYS

The following days are approved holidays:

- New Year's Day¹
- President's Day*
- Seward's Day*
- Memorial Day¹

- Independence Day¹
- Labor Day¹
- Alaska Day*
- Veteran's Day*
- Thanksgiving¹
- Christmas¹

Holidays designated with a “1” are considered major holidays, any employee scheduled to work by their supervisor on these holidays will be paid time and a half plus holiday pay (holiday pay will be in proportion to the number of hours paid in that pay period). Holidays designated with an asterisk (*) are considered minor holidays. Departments will need to schedule staff for these holidays as determined by the supervisor.

You must be paid for at least 40 hours in the pay period, which contains the holiday to be eligible for holiday pay. Paid hours will consist of regular hours worked, PTO, In-service Time, Jury Duty, or Bereavement pay.

Regular employees are entitled to holiday pay in proportion to the number of hours paid in the holiday pay period:

- Less than 40 hours: 0 hours holiday pay
- 40 - 44 hours paid: 4 hours holiday pay
- 45 - 49 hours paid: 5 hours holiday pay
- 50 - 59 hours paid: 6 hours holiday pay
- 60 - 69 hours paid: 7 hours holiday pay
- 70 - up hours paid: 8 hours holiday pay

Holiday pay will be paid in the pay period, which contains the holiday for all regular and exempt employees. Exempt employees will not be paid extra for working on a holiday. Holiday time will not be added to your PTO balance.

6.4 BEREAVEMENT LEAVE

Scheduled employees, with approval of the CEO, will be granted a leave with pay ~~of 40 hours for regular employees equal to one week of pay based on the number of work hours outlined in their employment agreement~~ in the event of a death in the immediate family. The Supervisor must be notified and the bereavement leave must be requested immediately. Employee may be requested to provide written documentation supporting the leave. Immediate family is defined as *parents, parents-in-law, spouse, children, grandchildren, grandparents, brothers, sisters, and domestic partners.*

6.5 JURY DUTY

Employees must notify their supervisor when they are notified that they are on call for jury duty. Also, please notify your supervisor when you have been released from the courthouse.

Employees, who are called to serve on Jury Duty, will be compensated by the Medical Center for his/her regular pay for the regularly scheduled time missed. Employees are allowed to keep any compensation offered by the court system for their service.

6.6 LOW CENSUS DAYS

When more personnel are scheduled than required because of intermittent low patient census, a low census period may be given to employees who request it, or it may be assigned to employees if there are no requests. Assignment will depend upon the particular needs of the Medical Center for that period; however, every effort will be made to equitably rotate such periods where feasible.

A low census period is a period without regular pay, but one for which benefits are accrued for all regular employees. Employees may elect to use PTO for low census periods.

A low census period must be assigned at least one hour before the scheduled shift, unless the supervisor and staff member agree to a lesser time period. Low census hours must be authorized by the supervisor in writing.

Low census periods do not contribute to overtime calculations.

Low Census Periods must be designated by the CEO. The CEO will designate a beginning and ending date for low census periods.

6.7 BREAK TIME FOR NURSING MOTHERS

Wrangell Medical Center allows sufficient break time for breastfeeding employees to express milk or nurse infants at work for up to one year after the child's birth. Supervisors are encouraged to consider flexible schedules to accommodate employee's needs. Wrangell Medical Center will provide a private room or space close to an employee's work area to express milk or nurse an infant. Supervisors will ensure that employees are aware of these workplace accommodations.

It is Wrangell Medical Center's intent to fully comply with Section 4207 of the Patient Protection and Affordable Care Act. The actual federal regulations will govern any questions arising under this policy. In accordance with these regulations, breastfeeding time in excess of the normal break will be taken as leave without pay or personal time.

SECTION 7 – WORK PERFORMANCE

7.1 PERSONNEL FILES

A personnel file will be kept for each employee of Wrangell Medical Center. The personnel file will contain his/her application for employment, hiring records, federal tax forms, salary records, job performance evaluations, current certifications, correspondence relating to the employee, reprimands and other disciplinary actions. Employee health records are maintained in a separate file by the Employee Health coordinator.

For the purpose of maintaining complete and accurate personnel files, employees are required to report any changes in their personal status to the Human Resources department. This information should include:

- Change of address or telephone number
- Any change affecting your tax withholding status
- Legal change of name
- Changes that would affect your insurance or retirement benefits

Personnel files are the property of Wrangell Medical Center, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the medical center who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Human Resources department. With reasonable advance notice, employees may review their own personnel files in the Human Resources department office. The examination of the personnel file will be supervised and will be scheduled during regular office hours. If an employee requests a photocopy of the contents of her or her personnel file, the request must be made in writing.

7.2 PERFORMANCE EVALUATIONS

Performance evaluations for each job title will be done at least annually. The purpose of the employee evaluation is to take a personal inventory, to pin-point weaknesses and strengths, and to outline and agree upon a practical improvement program. The evaluations will provide a history of development and progress. Additional evaluations may be performed at any time. Employee evaluations will be in writing, signed by the supervisor and the employee and become part of the permanent personnel file. Employees may request a copy of the evaluation from their supervisor.

Supervisors and the executive team will be notified in writing of all evaluations that have not been completed in the past calendar year.

7.3 DISCIPLINARY ACTIONS

The supervisor has the right to discipline any employee for cause. New probationary employees may be terminated for any reason with or without cause. "Cause" shall include, but is not limited to: the abuse of a patient or resident, behavior detrimental to patient/resident welfare, incompetence, excessive or unexcused absenteeism, insubordination, unsatisfactory performance of duties, being under the influence of alcohol or unauthorized drugs, or violation of Wrangell Medical Center's personnel policies.

The supervisor may follow a policy of progressive discipline with the severity of the disciplinary measures progressing from verbal warning, to written reprimand, to suspension without pay, to termination, or any combination of the foregoing, all of which will be documented in the employee's personnel file. However, the supervisor reserves the right to discipline any employee at any level of discipline based upon the severity or frequency of his/her misconduct.

Employees shall acknowledge receipt of written disciplinary action by signature. Signature by the employee does not constitute admission of guilt.

After twelve (12) months from the date of a disciplinary action, an employee may request that his/her personnel file be expunged of that disciplinary action. This request must be presented in writing. The CEO, in consultation with the employee's supervisor, shall make a determination, based upon the severity of the offense and the employee's performance since the offense, whether to expunge that disciplinary action from the personnel file. If so, all copies of the disciplinary action shall either be returned to the employee or destroyed.

Prior to any termination of an employee for cause, the CEO will be consulted, and the CEO may seek legal advice.

7.4 PROBLEM RESOLUTION PROCEDURE

Wrangell Medical Center is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the Medical Center supervisors and management.

Wrangell Medical Center strives to ensure fair and honest treatment of all employees. Supervisors, managers and employees are expected to treat each other with mutual respect in accordance with Wrangell Medical Center's Standards of Performance. If an employee disagrees with established policies or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the Medical Center in a reasonable, business-like manner, or for using the problem resolution procedure. If a situation occurs where an employee believes that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

Step One: Discussion of the problem with the employee's immediate supervisor is encouraged as a first step. Within ten (10) working days of the act or event being grieved, the employee shall present the grievance verbally to his or her immediate supervisor. The supervisor shall note the date and time of the presentation of the grievance. An untimely grievance may be rejected.

Step Two: If no mutually satisfactory adjustment is reached between the employee and the immediate supervisor within five (5) working days after the verbal presentation, the employee may present the grievance in writing to the immediate supervisor. The supervisor shall then inform the CEO of the existence and nature of the grievance.

Step Three: If no mutually satisfactory adjustment is reached between the employee and the supervisor, the employee may present the grievance in writing to the CEO within five (5) working days.

Step Four: The CEO, after a full examination of the facts will advise the employee of his or her decision within ten (10) working days.

Step Five: If no mutually satisfactory adjustment of the grievance is reached between the employee and the CEO, the employee may appeal the grievance to a grievance committee by notifying the CEO in writing of his or her intention to do so within five (5) working days.

The grievance committee shall be composed of:

- One supervisor selected by the CEO.
- One regular employee not from the grievant's department and selected by the grievant.
- One other Wrangell Medical Center employee chosen by the first two members of the committee.
- No member of the grievance committee shall be related by blood or marriage to the grievant or the supervisor whose action is being grieved.

This step is allowed only when the grievance involves the layoff, suspension without pay, any disciplinary action that could result in a written record being placed in the personnel file, or discharge of an employee who has successfully completed the probationary period.

The grievance committee shall commence a closed hearing within fifteen (15) working days of the filing of the appeal, unless that time is extended by the committee for good cause. Due and proper notice of the hearing shall be given to the grievant and the supervisor involved. Both sides may be represented by counsel or anyone of their choosing. Both may call and examine witnesses subject to cross-examination by the other and rebut relevant evidence presented. The hearing need not be conducted according to technical rules of evidence. Relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons customarily rely in the conduct of their serious affairs. Irrelevant and unduly repetitious evidence upon hearsay evidence unless it would be admissible over objection in a civil action. The proceedings shall be recorded in their entirety.

Within ten (10) working days following the hearing, the grievance committee shall issue written findings of fact and its decision on the grievance, and shall cause them to be served on the grievant and the supervisor involved. The findings and decision shall be based solely on the evidence presented at the hearing. The grievance committee's decision shall be final and binding.

SECTION 8 – TECHNOLOGY AND MEDIA

8.1 USE OF PERSONAL TECHNOLOGY

This policy applies to all Wrangell Medical Center staff members including employees, medical staff, volunteers, students, and contractors working onsite; all hereafter referred to as “staff” or “staff members”.

The purpose of this policy is to establish guidelines for use of personal technology in the work place. The term “personal technology” refers to portable or stationary devices/resources personally owned by anyone covered by the scope of this policy and includes, but is not limited to desktops, laptops, notebooks, palmtops, handhelds, portable digital assistants (PDA), smart tablets, iPods, thumb drives, USB keys, flash memory, portable storage devices, BlackBerries, smart phones, and any other computer or media.

Wrangell Medical Center supports a healthy balance between work and personal life and understands the need for staff members to occasionally connect with their personal life while at work. We expect staff to act in a way that lives out our Mission, Vision and Values and our Standards of Performance when considering use of personal technology in the work environment. Therefore, during work hours, staff should limit their use of personally-owned technology to break times, except in cases of emergency. Use of personal technology in patient care areas should be limited to activities authorized by Wrangell Medical Center.

The use of personal technology should not interfere with an employee’s work performance or direct patient or resident care and should otherwise be in accordance with all other applicable Wrangell Medical Center and/or department policies or procedures.

Personal technology behavioral expectations:

- No device with earphones will be allowed to be used in the facility, unless for a work-related purpose or approved by a supervisor.
- No personal cell phones are allowed in clinical areas.
- Ringers/alerts on personal technology should be silenced during working time and in patient care areas, unless authorized by WMC administration.
- Even in circumstances where personal technology use is permitted at work, the viewing of sexually explicit or offensive material, or any material that is contrary to Wrangell Medical Center’s Mission, Vision and Values and our Standards of Performance is strictly prohibited.

- To protect the privacy of our patients, no photographs or video, audio or voice recordings may be made that contain any protected patient information, in adherence with HIPAA and applicable state health information privacy laws and to be consistent with Wrangell Medical Center policies.
- Electronic messages on personal technology (for example emails or text messages), even those that have been deleted, are typically discoverable in legal proceedings to the same extent as hard copies. By transmitting a message electronically, a user may be deemed to have waived certain personal privacy protections that would otherwise be available.
- Wrangell Medical Center is not liable for the loss or damage of personal technology brought into the workplace.
- Violations of this policy may result in corrective action, up to and including termination of employment.

8.2 USE OF WRANGELL MEDICAL CENTER TECHNOLOGY

This policy applies to all Wrangell Medical Center staff members including employees, medical staff, volunteers, students, and contractors working onsite; all hereafter referred to as “staff” or “staff members”.

The purpose of this policy is to establish guidelines for the use of e-mail, voice mail and Internet usage on equipment and devices provided by Wrangell Medical Center.

Staff members should have no expectation of privacy in e-mail or voice mail communication, whether to supervisors, co-workers, or others. Even if e-mail is deleted from the device, it is not deleted from the system. Internet activity may be monitored by Wrangell Medical Center administration and privileges may be changed or revoked at any time.

Use of e-mail, voice mail or Internet on Wrangell Medical Center equipment and devices should be in accordance with all applicable Wrangell Medical Center and/or department policies or procedures. Any device or equipment that is the property of Wrangell Medical Center must be surrendered immediately upon termination.

Wrangell medical center technology expectations:

- All e-mail and voice mail are the property of Wrangell Medical Center. Wrangell Medical Center reserves the right to monitor the communications. E-mail should be restricted to Wrangell Medical Center business use.

- Wrangell Medical Center reserves the right to determine, at the sole discretion of Wrangell Medical Center administration, what constitutes permissible use of e-mail in the event of a dispute.
- Internet access is provided for Wrangell Medical Center business use. Internet users have a responsibility to use the Internet appropriately in conducting the business of Wrangell Medical Center. Misuse of the Internet can result in disciplinary action, including termination. Some examples of behavior that could result in disciplinary action are:
 - Illegally downloading electronic files, including those that may be copyrighted.
 - Downloading, transmission and possession of pornographic, profane or sexually explicit material.
 - Sending threatening messages/files.
 - Sending racial, ethnic, religious, sexually harassing or offensive message/files.
 - Sending chain letters through e-mail.
 - Attempting to access any computer system without proper authorization.
 - Sending or posting confidential information.
 - Using company time or resources for personal gain.

8.3 SOCIAL MEDIA

All Wrangell Medical Center staff members including employees, medical staff, volunteers, students, and contractors working onsite; all hereafter referred to as “staff” or “staff members” will be expected to follow the established policy regarding the appropriate use of social media for business and personal reasons.

Wrangell Medical Center recognizes that social media has changed the way people communicate and that this form of communication will continue to evolve in the future. For those in the health care field, our responsibility to our patients means special caution is necessary in maintaining a separation of personal and professional life. While Wrangell Medical Center has no desire to restrict our staffs’ ability to have an online presence, staff are expected to be mindful of our Mission, Vision and Values and our Standards of Performance in how they present themselves and represent this organization when using or accessing social media sites. Staff members are the ambassadors for Wrangell Medical Center in our community and should use good judgment and sound ethics when posting to social media sites.

Social media can take many different forms including, but not limited to: internet forums, chat rooms, blogs and micro-blogs, online profiles, wikis, podcasts, pictures, videos, instant messaging, music-sharing and voice over IP. Whether posting for business or personal reasons,

staff members are prohibited from posting confidential patient or Wrangell Medical Center confidential or proprietary information unless it is within the course and scope of their position. Additionally, staff members are expected to keep their focus on work and refrain from utilizing social media during work hours, with the exception of approved business-related activities. Nothing in this policy is intended to prohibit activities protected by law such as union organizing, whistleblower protection or other protected concerted employee activity.

If a posting includes information that could directly or indirectly identify a Wrangell Medical Center patient or resident, even if the patient or resident is not identified by name, it could violate Wrangell Medical Center policy and state and federal law.

Social media behavioral expectations: Whether you are posting for business or personal reasons, the following are expected of all staff members:

- Always act consistently with Wrangell Medical Center Mission, Vision & Values and our Standards of Performance.
- Know and follow laws, regulations and Wrangell Medical Center policies regarding privacy and confidentiality at all times.
- Always be aware that written messages are, or can become, public. The Internet is immediate and nothing posted is ever truly private or anonymous.
- If a staff member sees unfavorable opinions, negative comments or criticism about Wrangell Medical Center on a social media site, he or she should not attempt to rebut it nor have it removed as that may escalate the situation. Instead, he or she should forward the information to the CEO.
- Any staff member who believes they have been the target of harassment through another staff member's social media activity should report the incident to their supervisor. Abusive or harassing behavior violates Wrangell Medical Center's policy and is subject to disciplinary action.
- Any unauthorized information posted on a social media site that discloses confidential or proprietary Wrangell Medical Center information or implies official Wrangell Medical Center opinion violates Wrangell Medical Center policy and may be used as grounds for discipline, up to and including termination, even if the action was on personal time and equipment.
- A suspected Breach of Confidentiality will be dealt with according to Wrangell Medical Center's Confidentiality policy.
- Wrangell Medical Center administration has the right to view, monitor and request removal of any posting on a social media site that does not meet the requirements of this policy.

Personal Social Media Activity: The majority of social media sites on the Wrangell Medical Center network are blocked. This section pertains to staff members' personal social media use not related to their work, position or responsibilities at Wrangell Medical Center. If a staff member's personal posting includes comments on any aspect of Wrangell Medical Center's business, they must reveal their relationship and include a disclaimer stating: *"The opinions expressed in this post are my own and do not represent the views of Wrangell Medical Center."* Staff members should not use their Wrangell Medical Center e-mail address or include any reference to Wrangell Medical Center in their personal username when posting online.

Use of Wrangell Medical Center Resources and Relationship: Staff may not link their personal websites or blogs to Wrangell Medical Center's internal or external web site.

- Staff members should not be in the position of endorsing anything on behalf of Wrangell Medical Center without prior approval.

Wrangell Medical Center, as an entity of the City and Borough of Wrangell, cannot support or endorse candidates for office. Support or opposition to legislation on behalf of Wrangell Medical Center is limited to authorized personnel.

8.4 MEDIA RELEASES

Only spokespersons authorized by the CEO may give information to the media. If a contact is made by the media directly to an unauthorized staff person, the staff should require the name of the visitor/caller, the telephone number where the person can be reached and the name of the media represented. The employee must inform the visitor/caller that the employer's spokesperson will return the call or make arrangements to meet with them at an alternate site or time. The employee shall advise the employer of any such call or visit at once.

Staff should never release the home telephone number of any other staff member, including the supervisory staff. No member of the press should be allowed in the patient care areas without the approval of Wrangell Medical Center.

SECTION 9 – EMPLOYEE HEALTH AND SAFETY

9.1 SAFETY

Wrangell Medical Center makes every effort to maintain a safe working environment, and safety is the shared responsibility of every employee. Employees must always use their best judgment and avoid carelessness and risky situations. If an accident involving an employee, patient or visitor should occur, the employee must report it immediately to his/her supervisor, who will then make certain that all necessary steps are taken. All incidents and accidents must be reported in writing. In the absence of your supervisor or designee, advise the R.N. on duty.

Employees have a right to know about the chemicals and materials used in the workplace. Wrangell Medical Center has identified hazardous chemicals/materials, labeled containers and secured Safety Data Sheets. Employees have been oriented with regard to the safe utilization of all hazardous chemicals and materials in the workplace.

Employees may be required to receive immunizations. Employees are required to participate in infectious disease screening to include Tuberculosis, Rubella and Hepatitis B. Low risk employees may request Hepatitis B vaccinations. Their insurance will be billed and the hospital will write off any portion not covered by insurance.

9.2 MEDICAL EVALUATIONS

The supervisor reserves the right at any time to require the employee to submit to a medical examination verifying that the employee is physically and emotionally capable of performing the employee's job responsibilities from a physician selected by the employer at the employer's expense. The employer also reserves the right at its sole discretion and expense to require an employee who is presently working and is not on any leave of absence, to provide a physician's statement verifying that the employee is physically and emotionally capable of performing the employee's job responsibilities.

SECTION 10 – BENEFITS

10.1 WORKER’S COMPENSATION

All employees are protected while on the job by Workers’ Compensation insurance. This insurance will provide coverage for work-related injuries, occupational illness and prolonged absences due to such injuries. In case of an accident or injury, no matter how slight, the employee must notify their supervisor and fill out an accident report immediately. In the absence of your supervisor, advise the RN on duty. It is the supervisor’s responsibility to forward the report to the Director of Quality. It is the employee’s responsibility to keep his or her supervisor updated on their ongoing medical care for the injury or illness. Payments for medical expenses and lost time at work are determined by state law. Wrangell Medical Center pays the full cost of this protection. Failure to promptly report an injury may result in loss of benefits.

10.2 HEALTH AND WELLNESS PROGRAM

Wrangell Medical Center has a Health and Wellness program to promote personal wellness among employees. Wrangell Medical Center sponsors a variety of temporary programs throughout the year to encourage healthy lifestyles, including good nutrition, physical activity, and stress reduction. Staff is encouraged to participate in these programs.

All employees of Wrangell Medical Center have a corporate punch card at the Wrangell Parks and Recreation facility, and have free use of the pool, weight room, racquetball court, and cardio equipment.

Routine adult immunizations and Health Fair blood draws will be offered to regular employees at no cost to the employee. Flu vaccination will be offered on a yearly basis in the fall. The employee’s insurance will be billed and the hospital will write off any portion not covered by insurance. The Health Fair blood draws will be offered on a yearly basis in the spring, insurance will not be billed for Health Fair blood draws.

10.3 HEALTH INSURANCE PLAN

All regular employees who exceed a minimum of 40 hours worked per pay period are eligible for membership in the facility’s employee group health insurance program. Coverage will begin on the first day of the month following the date of hire. To maintain health insurance

coverage, the employee must be paid for at least 40 hours per pay period. Paid hours will consist of Regular hours worked, PTO, Sick Time, Holiday, Jury Duty or Bereavement Pay. Overtime **does not** apply to the 40 hour minimum requirement.

If an employee is paid for less than 40 hours per pay period, PTO will be applied to make up the difference. If PTO is exhausted, the employee will be required to pay the employer and employee portion of the health insurance premium for yourself and your dependents unless your absence falls under the Family Medical Leave Act. The amount for the insurance will be prorated based on the number of hours missing from the 40 hour requirement.

The Medical Center provides 100% of the cost of employee coverage and 2/3 of the cost for dependent coverage for those who are paid for at least 40 hours per pay period.

Premiera Blue Cross Blue Shield of Alaska provides online information about your health care plan at www.Premiera.com. Benefit booklets, forms and all kinds of useful health and wellness information are available on this website.

10.4 INSURANCE DEDUCTIBLE

For services received that are applied to the annual deductible expense, the employee and any covered dependents will be responsible for the first \$500.00 of the deductible expense up to \$1,500.00 annually for the family coverage. Any deductible expenses incurred over \$500.00 per individual will need to be submitted to the Wrangell Medical Center Health Reimbursement Arrangement program for reimbursement. The Health Reimbursement Arrangement will reimburse the deductible expenses incurred from \$501.00 - \$1,500.00 for each individual family member for the calendar year.

10.5 FLEXIBLE SPENDING ACCOUNTS

Wrangell Medical Center currently offers an employee funded Flexible Spending Account plan to regular employees. At the beginning of each new plan year, plan participants may elect an annual amount of flexible dollars on a pre-tax basis to pay for eligible health care expenses. The Flexible Spending Account covers a wide variety of expenses and may include medical or dental insurance deductibles, co- payments and out of pocket costs for vision care and dental services. See the Human Resources department for enrollment information.

10.6 LIFE INSURANCE

Wrangell Medical Center has life insurance programs available for regular employees. Coverage will begin on the first day of the month following the date of hire. The basic life insurance program is provided at no cost to the employee. Supplemental life insurance may be purchased by the employee and paid for through regular payroll deductions. See the Human Resources department for more information.

10.7 EDUCATION REIMBURSEMENT

Wrangell Medical Center's Standards of Performance encourages the professional and personal development of employees through continuing education. In keeping with this philosophy, Wrangell Medical Center has established a reimbursement program for tuition expenses incurred through approved institutions of learning. All regular employees are eligible for education assistance once they have completed the six month probationary period. Employees interested in participating in this education assistance program must complete a Personnel Action Form prior to registering for any courses for which they request to be reimbursed. The employee's supervisor must approve the courses (in his or her sole discretion) prior to registration. Courses eligible for tuition reimbursement must either offer growth in an area related to the employee's current position or might lead to promotional opportunities. Budgetary limitations will also be considered when approving tuition assistance.

Approved coursework must be completed on the employee's own time. Reimbursement is contingent upon the student earning a grade of "C" or better or a "Pass" grade on a pass/fail class. Wrangell Medical Center will reimburse an employee for tuition, books and required course fees for all passing grades up to a maximum of \$3,000 per calendar year. Failure to satisfy the minimum passing grade will result in denial of reimbursement for the course. An employee will not be eligible for tuition reimbursement if they withdraw from an approved course or if they terminate employment prior to completion of an approved course.

To receive tuition reimbursement, the employee should:

- Provide his or her supervisor with information about the course and complete a Personnel Action Form outlining the costs of the course.
- The supervisor must approve the class by signing the Personnel Action Form prior to the employee enrolling in the class. A copy of the Personnel Action Form will be given to the Personnel department.
- The employee can then enroll in the course. The employee must pay all tuition, book and course fees.

- Upon completion of the course, the employee must submit the receipts for the tuition and fees, along with a transcript or evidence of a passing grade in the course.

In some cases, the CEO may grant tuition reimbursement above the annual maximum reimbursement limit. In cases where extensive funds are spent on tuition assistance, the employee may be required to sign an agreement to pay back the tuition assistance if he or she leaves employment within a certain period of time.

10.8 SUPPLEMENTAL BENEFITS SYSTEM (SBS)

Wrangell Medical Center participates in the Alaska Supplemental Annuity Plan for its eligible employees. Employee and employer contributions are made pre-tax to this plan instead of contributing to Social Security. SBS plan information may be accessed online at www.doa.alaska.gov/drb/retirement. PRN and contract employees will not be eligible for the SBS plan and will remain with Social Security.

10.9 DEFERRED COMPENSATION

Wrangell Medical Center has a deferred compensation plan for employees who wish to participate. The Personnel department will provide further information for those employees desiring to join the plan. Wrangell Medical Center provides a matching funds program for participating employees.

10.10 RETIREMENT PLAN

Wrangell Medical Center has a defined contribution retirement plan for all eligible employees. Information about the program can be obtained from the Human Resources department. Participation in the retirement plan is free of charge to the employee. An employee must complete one year of service and work at least 1,000 hours before they are eligible for the retirement plan. Retirement plan information can be accessed at www.LincolnFinancial.com.

SECTION 11 – TERMINATION POLICIES

11.1 EMPLOYMENT TERMINATION

There are many routine reasons for termination. Below are examples of some of the most common circumstances under which employment is terminated:

- *Resignation:* Voluntary employment termination initiated by an employee. Three days without reporting to work or contacting the supervisor may be considered a voluntary resignation, at the discretion of the supervisor and the CEO. Written notice of voluntary resignation is ~~required~~preferred. It is requested that the written notice be given as far in advance as possible. Generally, failure to give adequate notice will make the employee ineligible for re-hire.
- *Discharge:* Involuntary employment termination initiated by the medical center.
- *Layoff:* Involuntary employment termination initiated by the medical center for non-disciplinary reasons.
- *Retirement:* Voluntary employment termination initiated by the employee meeting age, or any other criteria for retirement from the medical center.

Employees shall be paid in full, at their request within three working days of termination. All accrued, vested benefits that are due at termination will be paid.

Wrangell Medical Center will generally schedule an exit interview at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to Wrangell Medical Center and the return of any Medical Center owned property. Suggestions, complaints, and questions can also be voiced at the exit interview.

Layoffs: When it is necessary to reduce the number of employees because of any lawful reason, including lack of work or funds, the supervisor concerned, in conjunction with the Medical Center CEO, will thoroughly investigate the fiscal alternatives and develop a plan for necessary lay-offs and/or curtailment of activities. Consideration shall be given to the length of service employees affected and the possibility of demoting employees in higher grades to lower grades; however, the decision shall also be made on the relative merit of the employees and their function in the Medical center. The decision shall be made at the discretion of the supervisor with the approval of the CEO.

11.2 COBRA

Employees who terminate their employment or are laid off, discharged from employment or there is a reduction in scheduled work hours, and are covered by the employer's group medical plan may continue their coverage by notifying the Human Resources department. The employee must complete a COBRA application form and pay up to 102% of the premium costs. By law, other employment related events may qualify the employee or his or her dependents for COBRA benefits. See the Human Resources department for more information on your COBRA rights.

WRANGELL MEDICAL CENTER
EMPLOYEE TESTING CONSENT/REFUSAL FORM
(12.1)

I,

Print Name

have been told that I must take and pass a drug test. I have been given a copy of the “Substance Screen” policy, which gives a summary of the collection and testing processes and of my options. I understand what will happen if I refuse to be tested or test positive for alcohol or drugs.

I have freely and knowingly decided to cooperate. I consent and agree to be tested.

I authorize the release of the test results to Wrangell Medical Center’s Employee Health Department.

Signature

Date & Time

I have decided not to be tested; I understand WMC will terminate me if I do not resign, if presently employed, or deny me employment if an applicant.

Signature

Date & Time

Witness

Date & Time

WRANGELL MEDICAL CENTER
RETURN-TO-WORK AGREEMENT
(12.2)

A Return to Work Agreement is used to establish a set of conditions for an employee returning to work following participation in the Employee Assistance Program. This agreement will be completed by the employee's supervisor. Check all boxes that apply to the employee's specific situation. This agreement will be signed by the employee, the supervisor and the CEO prior to the employee returning to work.

- ☐ The employee tested positive for alcohol and/or drugs.
- ☐ A supervisor referred the employee to the EAP or treatment due to declining job performance.
- ☐ The employee has violated a work rule that could result in termination.
- ☐ The employee acknowledges receipt of the organization's drug and alcohol policy and agrees to comply with all provisions.
- ☐ The employee has voluntarily signed the Release of Information form allowing the organization to receive information from counseling professionals regarding continuing care recommendations and compliance. The employee understands that they must supply their supervisor with the recommendations given to them by their EAP provider. All documentation will be kept in the employee's health file.
- ☐ The employee agrees to comply with all aspects of the counseling professional's recommendations.
- ☐ The employee agrees to be subject to unannounced follow-up testing for a period of up to 24 months after being returned to work.
- ☐ The employee agrees that WMC will monitor compliance by receiving updates from professionals regarding compliance with continuing care recommendations. The employee will maintain documentation of attendance.
- ☐ The employee agrees that all costs of treatment and monitoring not covered by the employee's insurance plan are the financial responsibility of the employee.
- ☐ If absence from work is required as part of rehabilitation, PTO will be used prior to FMLA medical leave.
- ☐ The employee agrees to comply with all WMC policies and procedures and understands that nothing in this agreement prohibits WMC from applying discipline for other violations.

☐ The employee understands this is his/her last chance to successfully address his/her problem as it relates to their employment at Wrangell Medical Center. The employee must satisfactorily meet WMC's expectations and standards. The employee understands that failure to comply fully with this agreement will result in IMMEDIATE termination.

☐ Other: _____

Signature of Employee _____ Date:

Signature of Supervisor _____ Date:

Signature of CEO _____ Date:

WRANGELL MEDICAL CENTER
AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH
INFORMATION

(12.3)

I hereby authorize _____ to disclose my individually identifiable protected health information as described below, which may include information concerning communicable diseases such as Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS), mental illness (except for psychotherapy notes), chemical or alcohol dependency, laboratory test results, medical history, treatment or any other such related information. I understand that this authorization is voluntary and I may refuse to sign this authorization. I further understand that my health care and the payment of my health care will not be affected if I do not sign this form.

I understand that if the recipient authorized to receive the information is not a covered entity (insurance company or health care provider); the released information may no longer be protected by federal and state privacy regulations.

Printed Patient Name Date of Birth Social Security Number

Description of information to be released: _____ Dates of Service (if known): _____

☐ Admission/Registration Records ☐ Emergency Room ☐ Nurses Notes
☐ Billing Records ☐ History & Physical ☐ Operative Records
☐ Chemical/alcohol dependency ☐ HIV/AIDS ☐ Physician's Orders
☐ Consultation Reports ☐ Laboratory Reports ☐ Progress Notes
☐ Discharge Summary ☐ Mental Illness ☐ Radiology Reports
☐ Other: _____

Description of the purpose of the use and/or disclosure: _____

The health information described herein shall be released to:

☐ Hospital ☐ Physician ☐ Insurance Company ☐ Attorney ☐ Patient ☐ Other

Name Address City State Zip

I understand that this authorization will expire 90 days from the date of this authorization unless I otherwise specify.

I desire this authorization to remain in effect until _____
Expiration Date

I further understand that I may revoke this authorization at any time by notifying the Health Information Management Department above named entity in writing. I also understand that the written revocation must be signed and dated at a date later than the date on this authorization. The revocation will not affect any actions taken before the receipt of the written revocation.

Signature of Patient/Patient Representative Date Relationship

Printed Name of Patient Representative Witness

Please allow up to 7 business days for WMC to process your request.

WRANGELL MEDICAL CENTER
310 BENNETT ST/PO BOX 1081
WRANGELL, ALASKA 99929

Incomplete forms cannot be processed.

PATIENT REQUEST FOR ACCESS TO THEIR PHI

This form is for patient requests to access (view,) receive, or send copies of their own medical information.

Printed Name of Patient:		Previous Names (if applicable):	
Date of Birth (MM/DD/YYYY):		Daytime Telephone Number:	
Printed name of personal representative and relationship to patient (if applicable):			
Physical address (for paper copies):		Email address (for electronic copies):**	
Street Address:		@	
City:		**please be aware that email requests will be in pdf format	
State:	Zip code:	Fax number (if applicable):	

Information Requested:			
<input type="checkbox"/> Medical Records from the last two years		<input type="checkbox"/> Complete Legal Health Record	
Date(s) of Service: ___/___/___ through ___/___/___			
<input type="checkbox"/> Emergency Room Records	<input type="checkbox"/> Discharge Summary	<input type="checkbox"/> Health Summary	<input type="checkbox"/> Accounting of disclosures
<input type="checkbox"/> Physician Progress Notes	<input type="checkbox"/> Nursing Notes	<input type="checkbox"/> Billing records	<input type="checkbox"/> Registration Records
<input type="checkbox"/> Test Results (Lab, Radiology Report, Pathology) Please Specify: _____			
<input type="checkbox"/> Other (Immunization Record, Medication Lists) Please Specify: _____			
<input type="checkbox"/> Other: _____			
Please check all that apply to your request:			
<input type="checkbox"/> I am requesting access to review my medical information from Wrangell Medical Center (WMC) in person. Please note, an appointment will be made for you to review your records with the HIM Director. Your appointment is on _____ at _____			
<input type="checkbox"/> I am requesting paper copies of my WMC medical information to be (check one):		<input type="checkbox"/> picked up by me	
		<input type="checkbox"/> mailed to me (at address above)	
		<input type="checkbox"/> faxed to me (at number above)	
<input type="checkbox"/> I am requesting electronic copies of my WMC medical information to be emailed to me (at email address above)			

Please note: any medical information sent via unsecured email is inherently not secure and could result in the information being read or otherwise accessed while in transit. Please let WMC know if you do not wish to be sent your information via email.

Sign: (Patient name) _____ Date: _____

Sign: (Personal Representative) _____ Date: _____

ID # _____

*Wrangell Medical Center recognizes a patient's right under HIPAA to access copies of his/her health information.
Please note that there may be a fee associated with processing a request and producing requested records.*

For Facility Use:

Date Received:	Date Released:	MR #:	ACCT #:	ROI #:	Released by:
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Please allow up to 7 business
days for WMC to Process
your request.

WRANGELL MEDICAL CENTER
310 BENNETT ST/PO BOX 1081
WRANGELL, ALASKA 99929

Incomplete forms
cannot be
processed.

AUTHORIZATION TO DISCLOSE PROTECTED HEALTH INFORMATION

This form is for release of information requests to third parties.

Printed Name of Patient:	Previous Names (if applicable):
Date of Birth (MM/DD/YYYY):	Daytime Telephone Number:

INFORMATION TO BE RELEASED FROM:	SEND INFORMATION TO:
Provider Name /Organization:	Name of Person/Facility/Organization:
Address:	Address:
Contact Number:	Contact Number:
Fax Number:	Fax Number:
Format in which you would like the recipient to receive your records: <input type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Pick Up <input type="checkbox"/> Email*	

REQUIRED INFORMATION

PURPOSE OF DISCLOSURE:

☐ Transfer of Care ☐ Disability
☐ Law Enforcement ☐ Specialist
☐ Attorney ☐ School
☐ Insurance ☐ Other: _____ (Do not leave blank)

INFORMATION TO BE DISCLOSED:

☐ Medical records from the last two years ☐ Complete Legal Health Record

Date(s) of Service: ____/____/____ through ____/____/____

<input type="checkbox"/> Health Summary	<input type="checkbox"/> Billing records	<input type="checkbox"/> Emergency room records
<input type="checkbox"/> Discharge summary	<input type="checkbox"/> Physician progress notes	<input type="checkbox"/> Nursing notes
<input type="checkbox"/> Laboratory/pathology reports	<input type="checkbox"/> Radiology Reports	<input type="checkbox"/> Medication list
<input type="checkbox"/> Immunization record	<input type="checkbox"/> Accounting of disclosures	
Other: _____		

If the patient is unable to sign, please provide the authority to act for the patient and sign in their stead. This form must be dated within 90 days of receipt and may be revoked at any time in writing, provided the information has not already been disclosed. This authorization is valid only for expressed dates above and expires 90 days from time of signing unless specified otherwise.

Alternate expiration date: _____

Please see our Notice of Privacy Practices for instructions as to how to revoke this authorization. We will not condition treatment on completion of this authorization. Please be aware that once we disclose this information per your instructions, the information is subject to re-disclosure and may no longer be protected by the HIPAA act of 1996.

Date

Signature of patient or representative

Relationship to the patient

Revised 11/2017

Please allow up to 7 business
days for WMC to Process
your request.

WRANGELL MEDICAL CENTER
310 BENNETT ST/PO BOX 1081
WRANGELL, ALASKA 99929

Incomplete forms
cannot be
processed.

DISCLOSURES REQUIRING SPECIAL CONSENT:

My signature below specifically authorizes the release of healthcare information relating to the testing, diagnosis, or treatment for
(initial beside specific item to be released):

____ HIV/AIDS Virus ____ Mental Health/Psychiatric Disorders
____ Sexually Transmitted Diseases ____ Drug, Alcohol Abuse/Treatment

Date

Signature of patient or representative

Relationship to the patient

EMAIL:

*If you request your records to be sent via email, please provide the email address and sign the acknowledgement regarding security below:

Email Address: _____

Electronic distribution of records (ROI) is covered under the HIPAA Final Rule section 164.524(c)(2)(ii).

I have requested my records be sent via email. I acknowledge that there is some risk that the email may be intercepted during transmission and read by a third party. I acknowledge that Wrangell Medical Center (WMC) has advised me of this risk and that WMC is not responsible for unauthorized access during transmission. I further acknowledge that WMC is not responsible for safeguarding my information once it has been delivered. By signing below, I affirm that I still wish to receive my records via email:

Date

Signature of patient or representative

Relationship to the patient

Please note that there may be a fee associated with processing a request and producing requested records.

For Facility Use:

Date Received:	Date Released:	Chart #:	Acct #:	ROI #:	Released by:
----------------	----------------	----------	---------	--------	--------------

Revised 11/2017

WRANGELL MEDICAL CENTER
EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF
EMPLOYEE HANDBOOK & PERSONNEL POLICIES

(12.4)

I acknowledge that I have received a copy of the Wrangell Medical Center Employee Handbook in its most current form. I understand that this handbook replaces any and all previous editions of the Wrangell Medical Center Personnel Policies.

I understand that the contents of this employee handbook are simply policies and guidelines, not a contract or implied contract with employees. I have received the Personnel Policies and I understand that it is my responsibility to read and comply with the policies contained in this handbook.

Employee signature

Date

Employee name (please print)

WRANGELL MEDICAL CENTER
EMPLOYER ACKNOWLEDGEMENT OF RECEIPT OF
EMPLOYEE HANDBOOK & PERSONNEL POLICIES
(12.5)

I acknowledge that I have received a copy of the Wrangell Medical Center Employee Handbook in its most current form. I understand that this handbook replaces any and all previous editions of the Wrangell Medical Center Personnel Policies.

I understand that the contents of this employee handbook are simply policies and guidelines, not a contract or implied contract with employees. I have received the Personnel Policies and I understand that it is my responsibility to read and comply with the policies contained in this handbook.

Employee signature

Date

Employee name (please print)

13e-2

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

May 31, 2018

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 passed the attached FY19 Budget
and 2018 Personnel Policies at last night's meeting. We are
submitting these items for Assembly approval.

Sincerely,



Robert Rang
Wrangell Medical Center CEO

*Caring for
Southeast*

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	13f	<u>DATE:</u>	June 12, 2018
Approval of Proposed Resolution No. 06-18-1416 of the Assembly of the City & Borough of Wrangell, Alaska Authorizing Continued Pursuit of a Community Healthcare Solution Strategic Affiliation with Southeast Alaska Regional Health Consortium				
<u>SUBMITTED BY:</u>		<u>FISCAL NOTE:</u>		
Lisa Von Bargaen, Borough Manager		Expenditure Required:		
		Amount Budgeted:		
		Account Number(s):		
		Account Name(s):		
<u>Reviews/Approvals/Recommendations</u>				
<input type="checkbox"/>	Commission, Board or Committee		Unencumbered Balance(s) (prior to expenditure):	
Name(s)				
<input type="checkbox"/>	Attorney			
<input type="checkbox"/>	Insurance			
<u>ATTACHMENTS:</u>				
1. Resolution No. 06-18-1416;				

RECOMMENDATION MOTION:

Move to Approve Resolution No. 06-18-1416 of the Assembly of the City & Borough of Wrangell, Alaska Authorizing Continued Pursuit of a Community Healthcare Solution Strategic Affiliation with Southeast Alaska Regional Health Consortium.

SUMMARY STATEMENT:

Beginning early this year the CBW and SEARHC began working together to find a community healthcare solution for Wrangell. Following approval of the Letter of Intent, work began in earnest on determining feasibility of new hospital construction. In May, SEARHC received confirmation from WOLD Architects of a concept design for a new critical access hospital (and long term care facility) at a joint campus location with the existing AICS Clinic meeting certain budget requirements. Upon receipt of that information SEARHC made the official offer to 1) assume operations of the existing Wrangell Medical Center; and 2) build a new \$30 Million critical access hospital and long term care facility.

On May 20th, the Community Healthcare Solution Steering Committee voted unanimously to recommend to the Assembly to move forward with a strategic affiliation with SEARHC.

Due diligence efforts by both parties began in earnest almost immediately. On June 7th, staff and attorneys for both the CBW and SEARHC convened in Seattle in a first joint review of an Asset Purchase Agreement. This is the official transaction document that will outline all the terms and conditions for the CBW and SEARHC for the assumption of hospital operations by SEARHC, and the commitment by SEARHC to build a new hospital facility.

Action on this Resolution by the Assembly represents official action by the Assembly approving pursuit of negotiations with SEARHC related to an Asset Purchase Agreement and related documents (the APA) for SEARHC to build a new hospital for Wrangell and assume operations at the existing hospital before the new hospital is completed – actually as soon as the transaction is complete – estimated to be within 120 days.

Upon approval of this Resolution the SEARHC Board of Directors will approve a like resolution on June 13th. Concurrently, SEARHC will direct WOLD Architects to move forward with the next phase of planning and design of the new facility.

There is a significant amount of work to be accomplished by staff and attorneys for both parties in the coming weeks. The **estimated** timeline for Assembly actions related to this is as follows:

June 12

- Approval of Strategic Affiliation Resolution

June 26

- Approval of Amendment to Letter of Intent Extending Completion Date
- Approval of Contract Amendment with Dorsey & Whitney, LLC

August 2

- Special Executive Session with Attorneys on Asset Purchase Agreement and Facility Lease

August 14

- First Reading of Ordinance related to some Code Exemptions for this process
- Introduction to Resolution for Lease of Facility

August 28

- Second Reading/Approval of Ordinance
- Approval of Facility Lease
- Approval of Asset Purchase Agreement

Again, this is an estimated timeline and is subject to change based on the due diligence timing needs of both parties.

RESOLUTION No. 06-18-1416

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING CONTINUED PURSUIT OF A COMMUNITY HEALTHCARE SOLUTION STRATEGIC AFFILIATION WITH SOUTHEAST ALASKA REGIONAL HEALTH CONSORTIUM

WHEREAS, the City and Borough of Wrangell is the owner of Wrangell Medical Center; and

WHEREAS, Wrangell Medical Center is the critical access community hospital in Wrangell, Alaska; and

WHEREAS, changes in the healthcare industry are making it increasingly difficult for small community hospitals nationwide to operate sustainably; and

WHEREAS, Wrangell Medical Center is no exception to this trend; and

WHEREAS, the Wrangell Medical Center facility is 50 years old and a recent engineering assessment concluded the estimate to bring the building up to code is \$24 Million; and

WHEREAS, Medicare and Medicaid covered patients comprise approximately three quarters of the customer base at Wrangell Medical Center; and

WHEREAS, current Medicare and Medicaid reimbursement costs do not cover the cost of care; and

WHEREAS, Wrangell Medical Center is operating at a loss and has been for quite some time; and

WHEREAS, the City and Borough of Wrangell lacks the financial depth to underwrite the cost of hospital operations; and

WHEREAS, previous cost estimates for construction of a new stand-alone City and Borough of Wrangell-owned hospital range from \$40 Million to \$50 Million; and

WHEREAS, at full term the financed cost of the hospital would range between \$90 Million to \$100 Million; and

WHEREAS, Southeast Alaska Regional Health Consortium (SEARHC) is an existing healthcare provider in Wrangell, as owners of Alaska Island Community Services, which includes the local healthcare clinic; and

WHEREAS, SEARHC has committed to providing a community healthcare solution in Wrangell; and

WHEREAS, there are several compelling reasons an affiliation with SEARHC is in the best interest of the community; including the doctors' contract, the purchase of services from the hospital; and the AICS Clinic Facility; and

WHEREAS, the AICS Clinic is located on "Wood Campus" adjacent to the Borough-owned property planned for use for the new hospital; and

WHEREAS, the AICS Clinic has excess capacity which can be used in a joint campus with a new hospital to reduce the footprint (and cost) of a new facility; and

WHEREAS, this spring the City and Borough of Wrangell entered into a Letter of Intent with SEARHC to explore a community healthcare solution; and

WHEREAS, on April 7-8, the 2018 Stakeholder Committee, including members from Wrangell Medical Center, Wrangell Cooperative Association, the City and Borough of Wrangell, SEARHC and the community at large, engaged in a feasibility work session for a new critical access hospital for Wrangell; and

WHEREAS, the results of the feasibility study were positive resulting in an official offer from SEARHC to assume operation of the existing Wrangell Medical Center; and construct and operate a new \$30 Million critical access hospital and long term care facility including all the services currently offered at the hospital; and

WHEREAS, the Assembly appointed Community Healthcare Solution Steering Committee voted unanimously on May 20, 2018 to recommend in favor of moving forward with SEARHC toward a community healthcare solution; and

WHEREAS, in anticipation of a future transition, due diligence efforts by both the City and Borough of Wrangell and SEARHC are underway.

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

Section 1: This Resolution represents official action by the Assembly approving pursuit of negotiations with SEARHC related to an Asset Purchase Agreement and related documents (the APA) for SEARHC to build a new hospital for Wrangell and assume operations at the existing hospital before the new hospital is completed.

Section 2: The Assembly hereby authorizes, empowers and directs the Borough Manager and the Borough-retained attorneys for this purpose, to continue and complete due diligence activities and negotiations with SEARHC regarding the

APA.

Section 3: The Assembly further directs the Borough Manager to timely present the draft APA to the Assembly for consideration.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 12th DAY OF JUNE, 2018.

CITY AND BOROUGH OF WRANGELL

David L. Jack, Mayor

ATTEST:_____
Aleisha Mollen, Deputy Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	13g	<u>DATE:</u>	June 12, 2018
Approval of Contract with Tamico RnR JV in the Amount of \$8,355,240 for the Shoemaker Bay Harbor Project				
<u>SUBMITTED BY:</u> Amber Al-Haddad Director of Public Works and Capital Projects		<u>FISCAL NOTE:</u>		
		Expenditure Required: \$8,355,240		
		Amount Budgeted: \$12,130,053		
		Account Number(s): See below		
n/a	Attorney	\$5,000,000 from State Harbor Matching Grant		
n/a	Insurance	\$2,150,000 from Alaska Municipal Bond Bank		
		\$4,980,053 from Harbor Department Reserves		
<u>ATTACHMENTS:</u>				
1. Bid Opening Checklist and Tabulation Summary – Shoemaker Bay Harbor Project				
2. PND Engineer’s lowest responsive bidder and recommendation to award the Shoemaker Bay Harbor construction project to Tamico RnR JV.				
3. Tamico, Inc.’s letter of qualifications dated June 7, 2018				

RECOMMENDATION:

Move to approve a contract award to Tamico RnR JV in the amount of \$8,355,240 for the Shoemaker Bay Harbor Project.

SUMMARY STATEMENT:

With engineering design and bidding assistance from PND Engineers, the City and Borough of Wrangell issued an Invitation to Bid for the construction of the Shoemaker Bay Harbor rehabilitation project, under which bids were due on Thursday, June 7, 2018. The City and Borough of Wrangell received seven responsive bids.

Following a review of the final bid tabulations, PND’s letter of recommendation, and the project budget, it is the intent of the City and Borough of Wrangell to enter into a contract with Tamico-RnR JV, who is the apparent lowest responsive bidder. A copy of Tamico’s project qualifications, which meet the experience requirement, is attached.

The basis of the award is based on construction of the work scheduled under the Base Bid, Additive Alternate A (Additional Float Finders at Head Dock), and Additive Alternate B (Demolition of Two Existing Approach Docks), for a combined construction cost of \$8,355,240. PND Engineers' construction cost estimate for this work was \$9,992,580.

Funds for the Shoemaker Bay Harbor project come from a variety of sources, including a 50/50 matching grant from the State of Alaska, Department of Transportation, Harbor Facility Grant program, the Harbor Department's reserve account and a planned revenue bond from the Alaska Municipal Bond Bank, all as described in the fiscal note above. However, given the favorable bid, and after initial discussions with the Borough Finance Director, it is most likely we will not be bonding for this project. A report with a revised funding package for the project (without bond proceeds) will be forthcoming.

Following approval by the Borough Assembly, staff will issue a Notice of Intent to Award to Tamico RnR JV in order to allow the Contractor to begin acquiring the required bonds and certificate submittals, followed by execution of the Agreement.

The contract stipulates that the Contractor may take possession of the site for in-field work no earlier than September 10, 2018. In the meantime, it is imperative that the Contractor begin the shop drawing/submittal and float fabrication process as soon as a Notice to Proceed has been issued.

Shoemaker Bay Harbor Project**Bid Opening Checklist and Tabulation Summary**

Bid Opening on June 7, 2018 at 2:00 p.m. Prevailing Time in Wrangell Assembly Chambers

Name of Bidder	Signed Bid	Bid Schedule	Bid Security	Local Bidder Preference Affidavit	AK Business License	AK Contractors License	Addenda Acknowledged					Base Bid	Additive Alternate A	Additive Alternate B	Base Bid Modification	Additive Alternate A Modification	Additive Alternate B Modification
							#1	#2	#3	#4	#5						
Pacific Pile & Marine	✓	✓	✓	X	✓	✓	✓	✓	✓	✓	✓	\$10,749,758	\$314,000	\$55,000	-1,211,946 Deduct	-787,480 Deduct	✓
Western Marine Construction	✓	✓	✓	X	✓	✓	✓	✓	✓	✓	✓	\$9,605,500	\$79,000	\$11,000	-466,600 Deduct	✓	✓
Northern Construction Services	✓	✓	✓	X	✓	✓	✓	✓	✓	✓	✓	\$8,889,318	\$120,780	\$112,640	✓	✓	✓
Tamco/ Rock N Road Rock N Road [✓]	✓	✓	✓	X	✓	✓	✓	✓	✓	✓	✓	\$8,288,740	\$77,500	\$61,000	\$72,000 Deduct	✓	✓
Pool Engineering	✓	✓	✓	X	✓	✓	✓	✓	✓	✓	✓	\$9,054,100	\$115,400	\$64,500	✓	✓	✓
Turnagain Marine Construction	✓	✓	✓	X	X	X	✓	✓	✓	✓	✓	\$12,307,700	\$450,000	\$100,000	\$3,110,440 Deduct	\$345,500 Deduct	\$56,300 Deduct
Western Dock & Bridge	✓	✓	✓	X	✓	✓	✓	✓	✓	✓	✓	\$9,903,150	\$83,500	\$164,000	\$1,374,280 Deduct	\$20,000 Add	\$60,000 Deduct

Verified By: Amber Al-HaddadWitnessed By: Phil MollerPage 1 of 1

June 8, 2018

PND 152018

Amber Al-Haddad
Director of Public Works and Capital Projects
City and Borough of Wrangell
P.O. Box 531
Wrangell, Alaska 99929

Re: Shoemaker Bay Harbor
Bid Results

Dear Ms. Al-Haddad:

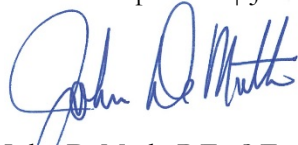
PND Engineers, Inc. (PND) has reviewed the bid results from yesterday's bid opening on the referenced project. Responsive bids were received from seven Contractors as detailed in the attached Bid Summary. The lowest responsive bid for the Base Bid plus any combination of the Additive Alternates was received from Tamico-RnR J/V.

Tamico-RnR J/V has provided the attached experience documentation as outlined in Section 00100 – Instructions to Bidders, Article 4.0, Responsible Bidder.

PND recommends the Borough proceed with the Intent to Award to Tamico-RnR J/V for this project.

Feel free to contact me should you have any questions regarding this matter.

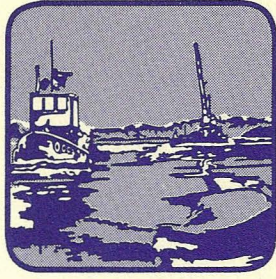
Sincerely,
PND Incorporated | Juneau Office



John DeMuth, P.E., S.E.
Principal

Attachments

1.



TAMICO, INC.

400 Mitkof Hwy· P.O. Box 1540
 Petersburg, AK • 99833
 Phone (907) 772-4585
 FAX: (907) 772-3974

Date: 6/7/18

City and Borough of Wrangell
 205 Brueger St
 Wrangell, Ak 99929

Attention: Amber Al-haddad

Amber,

This letter is to establish Tamico-RnR bidder qualifications for the Shoemaker Harbor Project.

1. Tamico Inc has completed numerous harbor projects in the past 40 years. The two projects that have value of \$5,000,000 or more that best relate to in scope to the Shoemaker Harbor Projects are:

Petersburg Drive Down Facility
 Value: \$7,750,000.00
 Year: 2013-2014
 Owner: City and Borough of Petersburg
 Designer: PND

Heritage Harbor
 Value: \$6,672,446.00
 Year: 2008-2009
 Owner: City and Borough of Wrangell
 Designer: PND

Both projects are PND designed and we have a very good working relationship with them.

2. Tamico's management team has been relatively unchanged for the past 20 years. Our owners/board have been together and doing marine projects since 1976, and all still have input into project logistics, scheduling, and overall strategies.

Chief Administer on the project will be Jimmy Martinsen. He has 35 years' experience in the industry and has been Tamico's vp and president for the past 15. We have a very simple and logical approach to projects with an emphasis on quality and efficiency.

We have the added benefit of teaming up with Rock N Road a long standing civil contractor based in Southeast. With the addition of their management office we have the advantage of logistics and knowledge of both the marine and civil work industries.

3. Lead project managers for the project will be as follows

For Marine work

Jimmy Martinsen

Tamico Inc.

27 years as project manager in Marine Construction

Scope of projects: Harbors, Ferry Terminals, Dredging, Launch Ramps, Salvage, Docks
Drilling, Navais, as well as commercial buildings

For Civil Work

Sig Burrell

Rock N Road

20 years as project manager in Civil Projects

Scope of projects: Roads, Bridges, Concrete, Utilities, Pads, Foundations, Drilling, Crushing

Both Leads are experienced in their respective fields

We are looking forward to working with the City and Borough of Wrangell as well as PND on this project.

Sincerely

Jim Martinsen

Jim Martinsen

President Tamico

CITY & BOROUGH OF WRANGELL, ALASKA				
BOROUGH ASSEMBLY AGENDA STATEMENT				

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	14	<u>Date</u>	June 12, 2018
<u>SUBMITTED BY:</u>				
Kim Lane, Borough Clerk				

INFORMATION:

ATTORNEY'S FILE – The latest attorney's billing is available for the Borough Assembly to view in the Clerk's office.

CITY & BOROUGH OF WRANGELL, ALASKA				
BOROUGH ASSEMBLY AGENDA STATEMENT				

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	15	<u>Date</u>	June 12, 2018
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None.				
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<u>SUBMITTED BY:</u>	

Kim Lane, Borough Clerk	
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