

City of Kodiak Regular Council Meeting Agenda for June 11, 2020, 7:30 p.m.

Elected Officials will be participating via Audio/Video Conferencing and/or some in person. Public members are encouraged to tune in to KMXT 100.1 FM. For everyone’s protection, there will be no in-person attendance for this regular meeting in compliance with the Centers for Disease Control and Prevention’s guidance on social distancing. Meeting agendas and packets are available online at <https://www.city.kodiak.ak.us/meetings>

- I. Call to Order/Roll Call**
Invocation/Pledge of Allegiance

- II. Previous Minutes**
Approval of Minutes of the May 28, 2020, Regular Council Meeting and June 2, 2020, Special Council Meeting.....1

- III. Persons to Be Heard**
 - a. Public Hearing: Resolution No. 2020–15, Amending Section 1 (Airport Facilities), Section 7 (Fire Department), Section 11 (Library Services), Section 12 (Parks And Recreation), And Section 13 (Police) of the Schedule of Fees, Charges, and Tariffs9
 - b. Public Hearing: Resolution No. 2020–16, Amending Section 9 (Harbor) and Postponing the Implementation of the Scheduled Rate Increase for Six Months and Replacing Kodiak Tariff No. 12 by Adopting Port Of Kodiak Tariff No. 1313
 - c. Public Comments (limited to 3 minutes; 486-8610)

- IV. Unfinished Business**
 - a. Second Reading and Public Hearing, Ordinance No. 1400, Levying Taxes in the Amount of 2 Mils and Appropriating Funds for the Expenses and Liabilities of the City of Kodiak for the Fiscal Year Commencing on the First Day of July 2020 and Ending on the Thirtieth Day of June 2021.....56

- V. New Business**
 - a. First Reading, Ordinance No. 1402, Authorizing a Contract With the Kodiak Historical Society to Operate the Kodiak History Museum Through June 30, 202271
 - b. Resolution No. 2020–15, Amending Section 1 (Airport Facilities), Section 7 (Fire Department), Section 11 (Library Services), Section 12 (Parks And Recreation), And Section 13 (Police) of the Schedule of Fees, Charges, and Tariffs.....81
 - c. Resolution No. 2020–16, Amending Section 9 (Harbor Fees) and Postponing the Implementation of the Scheduled Rate Increase for Six Months and Replacing Kodiak Tariff No. 12 by Adopting Port Of Kodiak Tariff No. 1386
 - d. Authorization to Cancel the July 9 and August 13 Regular Meetings and Authorize the City Manager to Schedule a Special Meeting if Needed130

- VI. Staff Reports**
 - a. City Manager
 - b. City Clerk

- VII. Mayor’s Comments**

- VIII. Council Comments**

- IX. Audience Comments (limited to 3 minutes) (486-8610)**

- X. Adjournment**

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**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, MAY 28, 2020**

I. MEETING CALLED TO ORDER/INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Pat Branson called the meeting to order at 7:30 p.m. and stated for the record that some Elected Officials are participating via Audio/Video Conferencing and Councilmembers Davidson and Whiddon are attending in person. She announced the meeting is broadcasted over KMXT 100.1 FM and that for everyone's protection, there will be no public in-person attendance for the regular meeting in compliance with the Centers for Disease Control and Prevention's guidance on social distancing. She stated that meeting agendas and packets are available online on the City of Kodiak website.

Councilmembers Randall C. Bishop, Charles E. Davidson, Terry J. Haines, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. Councilmember Laura B. Arboleda was absent. City Manager Mike Tvenge, City Clerk Nova Javier, and Deputy Clerk Michelle Shuravloff-Nelson were also present.

Major Dave Davis called in and gave the invocation and the Pledge of Allegiance was recited.

II. PREVIOUS MINUTES

Councilmember Whiddon MOVED to approve the minutes of the May 14, 2020, regular meeting as presented.

The roll call vote was Councilmembers Bishop, Davidson, Haines, Walker, and Whiddon in favor. Councilmember Arboleda was absent. The motion passed.

III. PERSONS TO BE HEARD

a. Proclamation: Recognizing and Thanking KMXT Public Radio for Exceptional Public Service to the City of Kodiak

Councilmember Davidson read the proclamation, which recognized our local radio station KMXT, for the essential public services they provide and their dedication to our community.

Mike Wall, Program Director and General Manager of KMXT, accepted the proclamation. He expressed the importance of radio and its necessity when living in a remote community. He shared his appreciation for Councilmember Davidson as a founder of KMXT. He thanked the Mayor and Council for the proclamation.

b. Public Comments

None.

IV. UNFINISHED BUSINESS

a. **Second Reading and Public Hearing, Ordinance No. 1398 Establishing Supplemental Appropriation No. 1 to the Budget for the Fiscal Year Commencing on the First Day of July 2019 and Ending on the Thirtieth Day of June 2020**

Mayor Branson read Ordinance No. 1398 by title. The Supplemental Appropriation No. 1 to the budget for the fiscal year commencing on the first day of July 2019 and ending on the thirtieth day of June 2020 is for the amount of \$8,040,649. It is customary for the City Council to approve at least one supplemental budget annually to authorize the adjustments of current revenues and expenses as detailed in the attachments, and were also detailed by the Manager during his report. These adjustments are for the operating funds as well as additions to project funds for grant revenues received and additional expenditures needed that were not known at the time the original budget was adopted. All adjustments accounted for leave a current budget surplus of approximately \$226,000 for FY2020.

Councilmember Davidson MOVED to adopt Ordinance No. 1398.

Mayor Branson closed the regular meeting, opened and closed the public hearing, and after no public testimony, she reopened the regular meeting.

The roll call vote was Councilmembers Bishop, Davidson, Haines, Walker, and Whiddon in favor. Councilmember Arboleda was absent. The motion passed.

V. NEW BUSINESS

a. **First Reading, Ordinance No. 1400, Levying Taxes in the Amount of 2 Mils and Appropriating Funds for the Expenses and Liabilities of the City of Kodiak for the Fiscal Year Commencing on the First Day of July 2020 and Ending on the Thirtieth Day of June 2021**

Mayor Branson read Ordinance No. 1400 by title. Ordinance No. 1400 provides for the adoption of the City of Kodiak's FY 2021 budget. The budget document, which supports the ordinance, estimates all sources of revenue the City anticipates receiving between July 1, 2020, and June 30, 2021. The budget document also establishes an operating and capital expenditure plan for FY2021 that is based on staff's assessment of operational and community needs and the Council's FY2021 budget goals. Staff made the FY2021 budget presentation to Council and the public during a special budget work session on April 14, 2020. The Council further discussed the budget at the work session of April 22, 2020.

Manager Tvenge further stated the proposed FY2021 budget was developed as a maintenance level budget and the budget will attempt to provide the same level of services as the current year's budget with a reduction in expenses. He said the expenses for all City funds, excluding capital projects, are expected to also be \$40,674,457, an overall increase of 5.08 percent from FY2020.

He stated that salaries, wages and benefits are the single largest expense in the City's annual budget, totaling 48 percent. Manager Tvenge read through the FY2021 additional payroll budget information for the following department: Police; Fire; Parks and Recreation; and Public Works.

Councilmember Bishop MOVED to pass Ordinance No. 1400 in first reading to advance to second reading and public hearing at the next regular or special Council meeting.

The roll call vote was Councilmembers Bishop, Davidson, Haines, Walker, and Whiddon in favor. Councilmember Arboleda was absent. The motion passed.

b. Authorization of Animal Shelter Operation Contract With the Humane Society of Kodiak

The City of Kodiak has contracted with the Humane Society of Kodiak (HSK) for the operation of the City animal shelter since 1995. Staff supports the work the Humane Society does for the City and community and recommends Council authorize another two-year contract with the HSK. The FY2018, FY2019, and FY2020 agreements were funded at \$125,000 per year. The HSK is requesting a slight funding increase in the amount of \$5,800 for FY 2021 and an additional \$1,200 in FY2022. The HSK reportedly spends approximately \$210,000 a year on shelter operations and services.

Councilmember Davidson MOVED to authorize Contract No. 249549, ending June 30, 2022, with the Humane Society of Kodiak in the amount of \$130,800 for FY2021 and \$132,000 for FY2022 with funds coming from the General Fund, Police Department, Animal Control account and authorize the City Manager to sign the documents on behalf of the City.

Councilmember Whiddon referred to the written request for an increase that the Humane Society's provided and he stated the costs were reasonable and he supported the amount in the updated contract.

The roll call vote was Councilmembers Bishop, Davidson, Haines, Walker, and Whiddon in favor. Councilmember Arboleda was absent. The motion passed.

c. Authorization to Purchase a Rectifier for the Water Treatment Plant in the Amount of \$69,956 With De Nora Water Technologies LLC

The Water Treatment Plant (WTP) uses a Surface Water System that is unfiltered and we are required by the Environmental Protection Agency (EPA) and Alaska Department of Environmental Conservation (ADEC) regulations to use two disinfectants. The WTP use sodium hypochlorite (chlorine) and UV as our two disinfectants. The sodium hypochlorite is generated on site by two independent ClorTec systems, operating independently, that create a 0.08% chlorine solution. The ClorTec units consist of three main components; the rectifier, control panel, and cells and this purchase will replace one entire unit. De Nora Water Technologies is the current manufacturer of the ClorTec systems.

Councilmember Walker MOVED to authorize the purchase of a rectifier in the amount of \$69,956 from De Nora Water Technologies LLC with funds coming from the Water Deferred

Maintenance, Machinery and Equipment Fund Project No. 7040.53 and authorize the City Manager to execute documents on behalf of the City.

The roll call vote was Councilmembers Bishop, Davidson, Haines, Walker, and Whiddon in favor. Councilmember Arboleda was absent. The motion passed.

VI. STAFF REPORTS

a. City Manager

Manager Tvenge stated that, in his role as the Emergency Services Director, he has spent a lot of time at the Emergency Operations Center (EOC) and he shared his appreciation for City staff who stepped in to assist him with daily operations. He said the City facilities that are scheduled to reopen on Friday, May 29 are the Teen Center, Swimming Pool, and Harbor Office. He shared that the Library will remain closed until June 15. He said the above ground fuel tanks installed at Public Works yard and the underground fuel tanks will be decommissioned this summer. He spoke about the changes to the Baranof Park Ice Rink Improvements and said the design is at 35 percent. He stated that the Council will hold a work session on June 9 to continue the discussion on potential annexation of service area one. He shared Darrylynn Ford and Patrick Maloney celebrated 15 years and 10 years of employment respectively with the City, He congratulated them and thanked them for their service. He said that Matt Holmstrom was hired as the City Engineer. He provided an update on the Tustemena and said it will arrive in Kodiak on June 3.

b. City Clerk

City Clerk Javier summarized the scheduled upcoming June special and regular meetings. She said the June meetings will continue to be virtual.

VII. MAYOR'S COMMENTS

Mayor Branson congratulated the Kodiak Police Department employees for their pins and in celebration of their years of service with the City. She gave her appreciation to the Kodiak Economic Development Corporation's Team members. She appreciated Chamber of Commerce's Ms. Phillips, Discover Kodiak's Ms. Williams, and especially Councilmember Whiddon who have done great work to prepare for COVID-19 economic distribution of funds. She said she was pleased with the balanced budget. She reminded the public that Alaska had seen a rise of 13 coronavirus cases within the state; therefore, she encouraged the public to continue to social distance and wearing masks.

VIII. COUNCIL COMMENTS

Councilmember Whiddon said the Economic Task Force has been formally established as the Kodiak Economic Development Corporation (KEDC). He said that the local small business applications will be released tomorrow and shared that they will be working on public service announcements, which will include hotline and Facebook. He said the applications will be available from May 29-until June 9. He said that businesses and nonprofits can apply and the applications are available online and they can be picked up at the Chamber of Commerce's Office

at the ferry terminal too. He commended the Kodiak Middle School graduation parade noting it was one of the best parades he has ever seen.

Councilmember Haines reminded everyone to wash their hands and to be safe as Kodiak begins to socialize more readily.

Councilmember Davidson thanked KMXT for their dedication. He thanked the City staff for their commitment during this state declared emergency. He thanked the KEDC team for their work and he reminded citizens to wear masks when required.

Councilmember Bishop thanked staff for the work on the balanced budget and he thanked Councilmember Whiddon for his work to help get funds out to the community. He shared his appreciations for the City parks staff and he reminded everyone to be respectful of one another's viewpoints during this pandemic.

Councilmember Walker spoke about the effects of the pandemic. He gave appreciation to KPD staff and the service to the City and he congratulated Matt for returning to the City as the Engineer. He extended his appreciation to teachers and students for their adaptation during the pandemic. He reminded the public that Kodiak is still susceptible to COVID-19. He shared his appreciation to the City Manager for his work.

IX. AUDIENCE COMMENTS

Mary Forbes via telephone thanked the Mayor and Council for their hard work and for extending their appreciation to KMXT.

X. ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

The roll call vote was Councilmembers Bishop, Davidson, Haines, Walker, and Whiddon in favor. Councilmember Arboleda was absent. The motion passed.

The meeting adjourned at 8:18 p. m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

<p>DRAFT</p>

**MINUTES OF THE SPECIAL COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, JUNE 2, 2020**

I. MEETING CALLED TO ORDER/INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Pat Branson called the meeting to order at 7:30 p.m. and stated for the record that some Elected Officials are participating via Audio/Video Conferencing and Councilmember Whiddon and Councilmember Davidson are attending in person. She announced the meeting is broadcasted over KMXT 100.1 FM and that for everyone's protection, there will be no public in-person attendance for the special meeting in compliance with the Centers for Disease Control and Prevention's guidance on social distancing. She stated that meeting agendas and packets are available online on the City of Kodiak website.

Councilmembers Laura B. Arboleda, Randall C. Bishop, Charles E. Davidson, Terry J. Haines, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. City Manager Mike Tvenge, City Clerk Nova Javier, and Assistant Clerk Annika Woods were also present.

II. PERSONS TO BE HEARD

a. Public Comments

None.

III. AGENDA ITEMS

a. Emergency Ordinance No. 1401, An Emergency Ordinance of the Council of the City of Kodiak Temporarily Suspending Portions of Kodiak City Code Chapter 3.12 to Facilitate Emergency Relief Procurement From the CARES Act Funding to Ensure the Health, Safety, and Welfare of our Community During a State-Declared Public Health Emergency and Declaring an Emergency

Mayor Branson read Emergency Ordinance No. 1401 by title. Emergency Ordinance No. 1401 temporarily proposes a partial suspension of the Kodiak City Code 3.12 and suspends limitations on the City Manager's spending authority. The intent of this emergency ordinance is to allow immediate response to the public health and economic emergencies within the Kodiak community by using the CARES Act funding.

Councilmember Walker MOVED to adopt Emergency Ordinance No. 1401.

Councilmember Whiddon stated it would be prudent to receive updates more often than once a month due to the nature of the times. Manager Tvenge offered to provide more frequent updates via the City Manager's Report, or by emailing the Council as needed.

The roll call vote was Councilmembers Arboleda, Bishop, Davidson, Haines, Walker, and Whiddon in favor. The motion passed.

b. Resolution No. 2020–14, Accepting Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds From the Alaska Department of Commerce, Community and Economic Development in the Amount of \$11,986,902.51 for Costs That are for Necessary Expenditures

Mayor Branson read Resolution No. 2020-14 by title. On March 6, 2020, the Coronavirus Preparedness and Response Supplemental Appropriations Act was signed into law. This bill provides \$8.3 billion in emergency funding for federal agencies to respond to the coronavirus outbreak. The State of Alaska was allocated \$1.25 billion and of that amount, the City of Kodiak was allocated \$11,986,902.51. Payments from this fund may only be used to cover necessary expenditures incurred due to the COVID-19 public health emergency that were not accounted for in the City's budget prior to March 27, 2020; and were incurred from March 1 to December 30, 2020. The City may also use the funds in preparation for future public health emergencies with respect to COVID-19. Any funds not utilized on the permissible expenditures by December 30, 2020, must be returned to the United States Treasury. The City will receive the previously mentioned funds after adopting the resolution and upon the Department of Commerce, Community, and Economic Development's receipt of the City of Kodiak's completed Grant Agreement.

Councilmember Davidson MOVED to adopt Resolution No. 2020-14.

The roll call vote was Councilmembers Arboleda, Bishop, Davidson, Haines, Walker, and Whiddon in favor. The motion passed.

c. Authorization to Enter Into Agreement with the Kodiak Economic Development Corporation to Assist with the Kodiak Emergency Grant Program

The Kodiak Economic Development Corporation (KEDC), also known as the Kodiak Economic Task Force, was formed at the request of the Emergency Services Council after they issued the "hunker down" proclamation. The Kodiak Emergency Grant Program is designed to provide immediate financial assistance to Kodiak's small businesses and non-profit agencies impacted by the COVID-19 pandemic. The funding for the program is coming from CARES Act funds distributed to the City of Kodiak through the State of Alaska.

Councilmember Whiddon declared he is the President of the KEDC but he disclosed that he does not receive financial benefits such as payroll from the Corporation. He said that regardless, he wanted to inform the public and the Council of his position with the corporation. Per Kodiak City Code 2.10.060, the Mayor noted Councilmember Whiddon did not have a conflict since he did not have a direct or indirect financial interest.

Councilmember Haines MOVED to authorize the agreement with the Kodiak Economic Development Corporation to assist with the Kodiak Emergency Grant Program and authorize the City Manager to execute documents on behalf of the City.

Councilmember Whiddon thanked Manager Tvenge for working with KEDC throughout the grant process. He referred to various sections of the Small Business Emergency Grant Program Description and explained the changes in version 2, which were not included in the Council meeting packet. He stated the KEDC had received 48 grant applications as of tonight.

The Council discussed the Small Business Emergency Grant Program Description including the two versions of the KEDC and Recipient Agreement.

Councilmember Davidson thanked the KEDC and the City Manager for their work. He encouraged business owners to apply for the grant.

The roll call vote on the motion was Councilmembers Arboleda, Bishop, Davidson, Haines, Walker, and Whiddon in favor. The motion passed.

IV. ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

The roll call vote was Councilmembers Arboleda, Bishop, Davidson, Haines, Walker, and Whiddon in favor. The motion passed.

The meeting adjourned at 8:14 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

PERSONS TO BE HEARD

MEMORANDUM TO COUNCIL

Date: June 11, 2020

Agenda Item: III. a. Public Hearing: Resolution No. 2020–15, Amending Section 1 (Airport Facilities), Section 7 (Fire Department), Section 11 (Library Services), Section 12 (Parks And Recreation), And Section 13 (Police) of the Schedule of Fees, Charges, and Tariffs

SUMMARY: The City sets its fees and charges for various services by a resolution of the Council. The Council has requested a public hearing prior to amending fees, which is scheduled as New Business item V. c, Resolution No. 2020–15, Amending Section 1, (Airport), Section 7 (Fire), Section 11 (Library Services), Section 12 (Parks and Recreation), and Section 13 (Police) of the Schedule of Fees, Charges and Tariffs. The proposed fee changes are recommended to become effective July 1, 2020.

ATTACHMENTS:

Attachment A: Resolution No. 2020–15

**CITY OF KODIAK
RESOLUTION NUMBER 2020-15**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AMENDING SECTION 1 (AIRPORT FACILITIES), SECTION 7 (FIRE DEPARTMENT), SECTION 11 (LIBRARY SERVICES), SECTION 12 (PARKS AND RECREATION), AND SECTION 13 (POLICE) OF THE SCHEDULE OF FEES, CHARGES, AND TARIFFS

WHEREAS, at its February 27, 2020, regular meeting the Kodiak City Council approved its budget goals for FY2021, including annually reviewing and updating the Schedule of Fees, Charges, and Tariffs; and

WHEREAS, staff reviewed the Schedule of Fees and Charges, and it was decided to bring forth amendments to the City fees; and

WHEREAS, the suggested fee amendments herein reflect the City's cost to provide services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that Sections 1, 7, 11, 12, and 13 of the City's Schedule of Fees, Charges, and Tariffs are hereby amended as follows:

BE IT FURTHER RESOLVED that this resolution shall supersede previous resolutions amending Sections 1, 7, 11, 12, and 13 of the Schedules of Fees, Charges and Tariffs.

BE IT FURTHER RESOLVED that the changes to Sections 1, 7, 11, 12, and 13 of the Schedule of Fees, Charges, and Tariffs herein shall be effective July 1, 2020.

BE IT FURTHER RESOLVED that the City Clerk is authorized to make the required changes to the Schedule of Fees, Charges, and Tariffs.

Section 1		Airport Facilities	
1.2	Aircraft tie down space		
	1.2.1	Annual rental (includes Across-the-Boundary fee) Per Month per plane	378.00 500.00
1.5	Entry Access Cards		
	1.5.1	Non lease holders, annual fee inclusive of 1 entry access card	50.00
	1.5.2	Additional annual entry cards	50.00
1.6	Hangar Lots		
	1.6.1	Annual rental hangar lot for 2000 SF	500.00
	1.6.2	Annual rental hangar lot for 3000 SF	825.00
	1.6.3	Annual rental hangar lot for 4800 SF	1200.00
	1.6.4	Annual rental hangar lot for 5100 SF	1275.00
	1.6.5	Annual rental hanger lot for 5400 SF	1350.00
Section 7		Fire Department	

7.1	Ambulance, per transport		
	7.1.1	Basic life support-Non-emergency	400.00
	7.1.-45	plus, per mile return trip	11.00 15.00
7.2	Ambulance standby for sporting events per hour, per company		120.00 per hour
	7.2.1	Standby for youth sporting events inside City limits	150.00
	7.2.2	Ambulance standby inside city limits	350.00
7.3	Property Salvage, by request of property owner, per hour		25.00
7.3	Fire Marshal		
	7.3.1	Re-inspection of Fire Code Violations (two re-inspections or more for same code violation within 90 days	100.00 per inspection
	7.3.2	Hydrant flow test (request in addition to standard 5 year flow testing).....	350.00 per hydrant
	7.3.3	New Install Fire Sprinkler Inspection.....	100.00 per inspection
	7.3.4	New Install Fire Alarm Inspection	100.00 per inspection
7.4	Responses – per hour, per company/unit		
	7.4.1	Fire Department response in unprotected areas, per hour per company (per mutual aid request)	250.00 350.00
	7.4.2	Rescue response, per hour, per company	250.00 + actual cost of supplies 400.00 plus supply cost
	7.4.3	Rescue response in restricted areas	1,000 plus supply cost
	7.4.-34	Hazardous Material/petroleum product spill response, per hour per company	250.00 + actual cost of supplies 400.00 plus supply cost
	7.4.-45	Malicious False Alarms, not addressed by, when responsible individual is identified	250.00 350.00
		Does not include system malfunction and "good intent" calls.	
	7.4.6	Repeated false alarms not addressed by responsible party	350.00
	7.4.7	Fire engine standby inside city limits.....	350.00
	7.4.8	Confined space rescue standby inside city limits	500.00
Section 10		Laboratory	
10.1 Water bacterial analysis			
	10.1.1	Colilert PA Total Coliform/E. Coli (SM 9223 B)	50.00 60.00
	10.1.3	Fecal Coliform MF mFC (SM 9222 D)	60.00 70.00
	10.1.4	Total Coliform/E. Coli Colilert MPN LT2 (SM 9223 B)	70.00 80.00
	10.1.5	Heterotrophic Count SimPlate method (SM 9215 E)	75.00 90.00
10.2	Biochemical Oxygen Demand (B.O.D. ₅) analysis (SM 5210 B)		80.00 95.00
Section 11		Library Services	
11.5	Overdue fees		
	11.5.1	All print, audio, digital, and film library materials, per item, per day (with a maximum of \$5.00 per item)	0.10 with a maximum of 5.00 per item
Section 12		Parks and Recreation	

		(Note: For activities including micro tournaments and clinics not listed, the Parks & Recreation Department will establish the activity/program fee. Youth includes ages 4-18; Adult 19-65; Senior 65+. Activity fees can be waived for parent volunteers for coaching and officiating. A sponsor can contribute to activity fees to reduce cost of person or group participants.) Promotional events may occur throughout the year that are not listed in the fee schedule when fees and events are approved by the City Manager.	
	12.1.2.3	Adult Recreation Volleyball (Student) Per Season Per Team	100.00
	12.1.2.34	Adult Recreation Volleyball Per Person	40.00
	12.1.2.45	Adult Recreation Women's Volleyball Per Person.....	25.00
	12.1.2.4.6	Adult Recreation Men's Volleyball Per Person	25.00
	12.1.3	Soccer	
	12.1.3.1	Adult Recreation Soccer Per Person Per Team	200.00
	12.1.3.2	Adult Recreation Soccer Per Person	25.00
	12.1.3.13	Youth Soccer Per Season (6 weeks) Per Person	40.00
	12.1.6.2	Adult Recreation Softball Per Season Per Person	25.00
Section 13		Police	
13.3	Vehicle Towing and Storage		
	13.3.1	Vehicle towing pursuant to Title 10.....	100.00 per day
	13.3.2	Vehicle storage pursuant to Title 10.....	5.00 per day

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

MEMORANDUM TO COUNCIL

Date: June 11, 2020

Agenda Item: III. b. Public Hearing: Resolution No. 2020-16, Amending Section 9 (Harbor Fees) and Postponing the Implementation of the Scheduled Rate Increase for Six Months and Replacing Kodiak Tariff No. 12 by Adopting Port Of Kodiak Tariff No. 13

SUMMARY: The City sets its fees, charges, and tariffs for various services by a resolution of the Council. The Council has requested a public hearing prior to amending fees, which is scheduled as New Business item V. d, Resolution No. 2020–16, Amending Section 9, (Harbor) and adopting Port and Harbor Tariff No. 13.

The Harbor Fees were separated from the other fees due to the postponement of the implementation effective January 1, 2021 per request of the Council.

ATTACHMENTS:

Attachment A: Resolution No. 2020–16

Attachment B: Port of Kodiak Tariff No. 13

**CITY OF KODIAK
RESOLUTION NUMBER 2020-16**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AMENDING SECTION 9 (HARBOR) AND POSTPONING THE IMPLEMENTATION OF THE SCHEDULED RATE INCREASE FOR SIX MONTHS AND REPLACING KODIAK TARIFF NO. 12 BY ADOPTING PORT OF KODIAK TARIFF NO. 13

WHEREAS, on June 12, 2017, the Council adopted Resolution No. 2017-01, which amended section 9 (harbor) of the Schedule of Fees, Charges, and Tariffs and implemented a five-year rate structure; and

WHEREAS, at its February 27, 2020, regular meeting the Kodiak City Council approved its budget goals for FY2021, including annually reviewing and updating the Schedule of Fees, Charges, and Tariffs; and

WHEREAS, at its May 26, 2020, work session the Kodiak City Council voiced a consensus to postpone certain harbor fees as adopted in Resolution No. 2017-01 from July 1, 2020 through December 31, 2020, the rates will not be increased and the FY2020 rates will be maintained; and

WHEREAS, the Tariff for the Port of Kodiak defines the rules, regulations and rates for wharfage, loading and unloading, demurrage, handling, services, facility charges and dockage at Port of Kodiak municipal terminals, Piers I, II, and III; and

WHEREAS, the current Port of Kodiak Tariff No. 12 was adopted by Resolution No. 2015-28 and at its May 12, 2020 work session, the Kodiak City Council voiced a consensus in support of the draft Port of Kodiak Tariff No. 13; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that this resolution supersedes Resolution No. 2017-01 and previous resolutions amending Section 9 of the Schedule of Fees, Charges, and Tariffs.

BE IT FURTHER RESOLVED that the fee changes in Section 9 (as attached) and Port and Harbor Tariff 13 shall be effective July 1, 2020.

BE IT FURTHER RESOLVED that Port of Kodiak Tariff No. 13, which is attached hereto, is hereby adopted to replace and supersede Port of Kodiak Tariff No. 12.

BE IT FURTHER RESOLVED that the City Clerk is authorized to make the required changes to the Schedule of Fees and Charges as stated herein.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

Harbor Fee Schedule

July 1, 2020, through June 30, 2022

Section 9	Harbor <i>A day is defined as a calendar day, midnight to midnight or portion thereof.</i>	7/1/192020 FY2021	7/1/2021 FY21	7/1/2021 FY22
	Increase per year:	(2.8%)	(2.8%)	(2.8%)
9.1	Disposal			
9.1.1	Drums, each 55 gallon	25.00	26.00	26.50
9.1.2	Containment boom, per foot, per day, plus labor	0.60	0.70	0.70
9.1.3	Sorbent pads and boom	<u>cost + 10%</u>	cost + 10%	cost + 10%
9.1.4	Petroleum products and bilge waste, per gallon			
9.1.4.1	Used oil	1.30	1.35	1.40
9.1.4.2.	Oily bilge water, vessels under 400 gross tons	3.00	3.00	3.00
9.1.4.3.	Oily bilge water, vessels over 400 gross tons	5.50	5.50	5.75
9.1.4.4.	Testing and other necessary services	<u>cost + 10%</u>	cost + 10%	cost + 10%
9.2	Dry Storage <i>No charge for fishing gear storage for the first three (3) days. Minimum charge is \$10.00 or per square foot fee, whichever is greater.</i>			
9.2.1	Daily, per square foot	0.05	0.05	0.05
9.2.2	Weekly, per square foot	0.15	0.15	0.16
9.2.3.	Monthly, per square foot	0.49	0.50	0.52
9.2.4	Annual, per square foot	1.50	1.60	1.60

Section 9	Harbor A day is defined as a calendar day, midnight to midnight or portion thereof.	7/1/19/2020	7/1/2021	7/1/2021
9.2.5	Impounded vessels: cost of labor, equipment, and storage	<u>cost + 10%</u>	cost + 10%	cost + 10%
9.3	Electric Service, temporary, per day			
9.3.1	120-volt single-phase or actual KWH cost, whichever is greater	<u>19.00</u>	19.00	20.00
9.3.2	208-volt single-phase or actual KWH cost, whichever is greater	<u>44.00</u>	45.00	46.50
9.3.3	208-volt three-phase or actual KWH cost, whichever is greater	<u>50.00</u>	51.50	53.00
9.3.4	Electric cord rental, per day			
	30-amp 120-volt twist lock cords	<u>9.00</u>	9.50	10.00
9.3.5	Electric plug rental, per day			
	30-amp twist lock GFI to 20-amp straight blade	<u>7.00</u>	7.00	7.00
	208 single phase to 30-amp twist lock	<u>13.00</u>	13.00	13.50
	208 three phase to 208 single phase	<u>19.00</u>	19.00	20.00
9.4	Tidal Grid, per foot, per tide	<u>2.50</u>	2.60	2.70
9.5	Services and equipment rental			
9.5.1	Backhoe/loader, with operator, per 1/2 hour	<u>94.00</u>	97.00	100.00
9.5.2	Fork Lift			
9.5.2.1	4-ton, with operator, per 1/2 hour	<u>94.00</u>	97.00	100.00
9.5.3	Labor and Materials			
9.5.3.1	City employees, straight time, per hour	<u>81.50</u>	84.00	86.00

Section 9	Harbor A day is defined as a calendar day, midnight to midnight or portion thereof.	7/1/19/2020	7/1/2021	7/1/2021
9.5.3.2	City employees, overtime, per hour	<u>122.25</u>	142.6 142.6.00	142.9 142.9.00
9.5.3.3	Non-City labor and miscellaneous materials	<u>cost + 10%</u>	cost + 10%	cost + 10%
9.5.4	Pumps			
9.5.4.1	Dewatering, electric, per day	<u>38.00</u>	40.00	40.00
9.5.4.2	Dewatering, electric, per week	<u>150.00</u>	153.00	156.00
9.5.4.3	Dewatering, electric, per month	<u>376.00</u>	386.00	397.00
9.5.4.4	Dewatering gasoline, per day	<u>63.00</u>	65.00	66.00
9.5.4.5	Sewage, vessel or RV pump-out, per use	<u>13.00</u>	13.00	14.00
9.5.5	Tanker, used oil, with operator, per hour	<u>163.00</u>	168.00	172.00
9.5.6	Vessel, with operator, per hour	<u>136.00</u>	143.00	150.00
9.6	Dockage for commercial fishing vessels at piers and docks (all other vessels charged per port tariff)			
9.6.1	• Vessels 80' and under.....	<u>1.90</u>	1.95	2.00
9.6.2	• Vessels 81' and over.....	<u>2.20</u>	2.25	2.30
	• Includes Dock 1, Oscar's Dock, Piers 1, 2, & 3, whichever is greater. Vessels with exclusive moorage, and vessels which have paid their annual daily moorage ceiling, receive the first day free. Dockage fees do not apply to the moorage ceiling.			
9.7	Moorage, exclusive, annual <ul style="list-style-type: none"> • Exclusive moorage means a permanently assigned slip for a specific vessel. Moorage is calculated depending upon vessel length. Length x rate per linear foot. • Length = length of vessel, including all fixed protuberances or length of slip, whichever is greater. • Vessels moored at posted restricted areas in excess of the allotted time shall incur a moorage charge at double the daily rate, until the vessel has departed. • 20% surcharge for vessels wider than 80% of the slip water space • 50% surcharge for vessels wider than 100% of the slip water space 			
9.7.1	0 to 20 feet	<u>37.60</u>	38.65 38.65.6	39.74 39.7.4

Section 9	Harbor A day is defined as a calendar day, midnight to midnight or portion thereof.	7/1/1920	7/1/2021	7/1/2021
9.7.2	21 to 30 feet			39.734
9.7.3	31 to 40 feet	37.60	38.656	39.734
9.7.4	41 to 60 feet	37.60	38.656	54.278
9.7.5	61 to 80 feet	51.36	52.7980	80.74
9.7.6	81 to 100 feet	76.40	78.54	94.634
9.7.7	101 to 120 feet	89.54	92.056	108.534
9.7.8	121 to 150 feet	102.70	105.578	117.7980
9.7.9	151 feet +	111.46	114.58	132.356
9.8	Moorage, open/daily <ul style="list-style-type: none"> Daily moorage shall stop accruing when an amount equal to 100% of the annual exclusive moorage has been reached. Vessels moored at posted restricted areas in excess of the allotted time shall incur a moorage charge at double the daily rate, until the vessel has departed. Vessels under 21' receive one free day per month at designated areas only, on first-come, first-served basis. 	1/60 of the annual moorage rate	1/60 of the annual moorage rate	1/60 of the annual moorage rate
9.9	Parking			
9.9.1	Trailers at designated long-term parking areas			
9.9.1.1	Daily	7.00	7.00	7.00
9.9.1.2	Monthly	94.00	96.70	100.00
9.9.2	Permit parking for harbor customers in designated 30-day lots adjacent to the harbors, per day <ul style="list-style-type: none"> Permits available to vessel slip holders and paid up transient vehicles only. Except that permits may be sold to the general public in the 30-day lot north of Ramp 1, St. Herman Harbor. 	1.00	1.00	1.00
9.10	Gravel ramp use at SHH and SPH			
9.10.1	Aircraft, per launch or retrieval	94.00	97.00	100.00

Section 9	Harbor A day is defined as a calendar day, midnight to midnight or portion thereof.	7/1/1920	7/1/201	7/1/21
9.10.2	Vessels under 76 feet in length, per foot, per tide	1.30	1.30	1.40
9.10.3	Vessels 76 feet and longer, per foot, per tide	1.90	1.90	2.00
9.10.4	Annual usage fee (must be paid in advance)	2505.00	2575.00	2647.00
9.11	Waiting list, per year	31.50	32.00	33.00
9.12	Launch ramp (exclusive slip holders and personal pleasure boats of persons sixty-five years of age or older are exempt)			
9.12.1	Daily	10.00	10.00	10.00
9.12.2	Annual	126.00	129.00	132.50
9.13	Slip transfer fee, per vessel	19.00	19.00	20.00
9.14	Account sent to collections			
9.15	Sewage disposal at Pier II, per day (dockage charged separately)	125.00	130.00	132.00
9.17.16.1	City Employee, straight time	94.00	97.00	100.00
9.17.16.2	City Employee, overtime	\$81.50/hr		
9.9.2	Permit parking for harbor customers in designated 30-day lots adjacent to the harbors, per day <ul style="list-style-type: none"> Permits available to vessels slip holders and paid up transient vehicles only. Except that permits may be sold to the general public in the 30-day lot north of Ramp 1, St. Herman Harbor. 	\$122.25/hr		

PORT OF KODIAK

TERMINALS TARIFF NO. 13

(Cancels and replaces Terminals Tariff No. 12)

ITEM 1 **TITLE PAGE**

NOTICE

The electronic form of the Terminals Tariff will govern in the event of any conflict with any paper form of the Terminals Tariff. If you have printed an older version of this tariff, you need to print this version in its entirety.

Naming: Rules, Regulations and Rates for

**Wharfage, Loading and Unloading, Wharf Demurrage,
Handling, Service and Facilities Charge, Dockage and
Other Services at:**

**The Port of Kodiak Municipal Terminals located at
Kodiak, Alaska**

ISSUING AGENT:

Monte Anderson, Port and Harbor Interim Director
Telephone (907) 486-8080
FAX (907) 486-8090
E-mail manderson@city.kodiak.ak.us

Issued by:
City of Kodiak City Council
710 Mill Bay Road
Kodiak, Alaska 99615

ITEM 2
TABLE OF CONTENTS

SUBJECT

	ITEM
<u>Title Page and Issuing Agent</u>	<u>1</u>
<u>Table of Contents</u>	<u>2</u>
<u>General Index</u>	<u>3</u>
<u>Abbreviations</u>	<u>4</u>
<u>Metric Conversions</u>	<u>5</u>
<u>Commodity Index</u>	<u>6</u>

	SECTION
<u>General Rules and Regulations</u>	<u>Section 1</u>
<u>Commodity Rules, Explanations and Rates</u>	<u>Section 2</u>
<u>Miscellaneous Charges.....</u>	<u>Section 3</u>

ITEM 3
GENERAL INDEX

ITEM

SECTION ONE – GENERAL RULES AND REGULATIONS

<u>Limits of Liability.....</u>	<u>100</u>
<u>Application of Tariff</u>	<u>101</u>
<u>Notice to Public</u>	<u>101(A)</u>
<u>Use of Facilities, Deemed Acceptance</u>	<u>101(B)</u>
<u>Rates Subject to Change</u>	<u>101(C)</u>
<u>Tariff Effective</u>	<u>101(D)</u>
<u>Liability for Damage</u>	<u>101(E)</u>
<u>Rights of Operation and Agreement Reserved</u>	<u>102</u>
<u>Rights of Agreement Reserved</u>	<u>102(A)</u>
<u>Labor Emergency.....</u>	<u>102(B)</u>
<u>Responsibility.....</u>	<u>103</u>
<u>Responsibility for Loss, Damage or Delays</u>	<u>103(A)</u>
<u>Liability for Damages and/or Injury</u>	<u>103(B)</u>
<u>Due Diligence</u>	<u>103(C)</u>
<u>Shippers Requests and Complaints</u>	<u>104</u>
<u>Acceptance, Retention and Delivery of Freight.....</u>	<u>105</u>
<u>Right to Refuse Freight</u>	<u>105(A)</u>
<u>Right to Remove, Repile, Transfer or Warehouse Freight</u>	<u>105(B)</u>
<u>Right to Withhold Delivery of Freight</u>	<u>105(C)</u>
<u>Right to Sell Freight</u>	<u>105(D)</u>
<u>Explosives and Inflammables.....</u>	<u>105(E)</u>
<u>Freight Owner’s Risk.....</u>	<u>105(F)</u>
<u>Receipt or Delivery of Freight During Other Than Regular Working Hours</u>	<u>106</u>

<u>Collection and Guarantee of Charges and Vessel Berth Reservation</u>	<u>107</u>
<u>Application for Vessel Berth Reservation</u>	<u>107(A)</u>
<u>Supplement to Application for Vessel Berth Reservation.....</u>	<u>107(B)</u>
<u>Conditions of Vessel Berth Reservation</u>	<u>107(C)</u>
<u>Demurrage, Delays and Waiver of Charges</u>	<u>108</u>
<u>Demurrage – Transports or Vessels.....</u>	<u>108(A)</u>
<u>Delays, Waiver of Charges.....</u>	<u>108(B)</u>
<u>Berth Assignments.....</u>	<u>109</u>
<u>Vessels Required to Obtain Assignments</u>	<u>109(A)</u>
<u>Berth Assignments Conditional</u>	<u>109(B)</u>
<u>Vessels Required to Move</u>	<u>110</u>
<u>Orders to Vacate Berth</u>	<u>110(A)</u>
<u>Manifests Required of Vessels.....</u>	<u>111</u>
<u>Application of Rates.....</u>	<u>112</u>
<u>General Application of Rates.....</u>	<u>112(A)</u>

[Specific Commodity Rates Prevail 112\(B\)](#)
[Classification of Traffic..... 113](#)
[Coastwise Traffic 113\(A\)](#)
[Inter-Coastal Trade 113\(B\)](#)
[Inter-Alaskan Trade 113\(C\)](#)
[Foreign and Non-Contiguous Traffic 113\(D\)](#)
[Insurance 114](#)
[Port Facilities 115](#)
[Stevedore Access to and Operations on Property of the Port..... 116](#)
[Agreements 116\(A\)](#)
[Care in the Performance of Operations 116\(B\)](#)
[Compliance with Fire and Safety Precautions 116\(C\)](#)
[Stevedore and Port Independent Contractors 116\(D\)](#)
[Stevedore Shall Insure Efficient and Expeditious Vessel Work 116\(E\)](#)
[Stevedore Warranty 116\(F\)](#)
[Indemnity 116\(G\)](#)
[Insurance 116\(H\)](#)
[Stevedore Responsibility..... 116\(I\)](#)
[Equipment Provided by Stevedores 117](#)
[Vessel Oily Waste or Garbage Disposal 118](#)
[Storage, Staging and Assembling of Non-Cargo Equipment and Materials... 119](#)

SECTION TWO – COMMODITY RULES, EXPLANATIONS AND RATES

[Wharfage 201](#)
[Wharfage Defined 201\(A\)](#)
[Wharfage on Direct Transfer Freight 201\(B\)](#)
[Exceptions 201\(C\)](#)
[Loading and Unloading 202](#)
[Loading and Unloading Defined 202\(A\)](#)
[Handling..... 203](#)
[Handling Defined 203\(A\)](#)
[Wharf Demurrage 204](#)
[Wharf Demurrage Defined 204\(A\)](#)
[Computing Wharf Demurrage 204\(B\)](#)
[Wharf Demurrage Rates 205](#)
[Free Time 206](#)
[Free Time Defined 206\(A\)](#)
[Computing Free Time Exclusions..... 206\(B\)](#)
[Extent of Free Time by Traffic Classifications 206\(C\)](#)
[Commodities Allowed No Free Time 206\(D\)](#)
[Wharfage Rates 207](#)
[Minimum Wharfage 207\(A\)](#)

SECTION THREE – MISCELLANEOUS CHARGES

[Dockage Rules..... 301](#)
[Dockage Defined 301\(A\)](#)
[Dockage Period 301\(B\)](#)
[Basis for Computing Charges 301\(C\)](#)
[Control of Vessels Not Loading or Discharging 301\(D\)](#)
[Vessels on Lay Status..... 301\(E\)](#)

<u>Free Dockage</u>	<u>301(F)</u>
<u>Dockage and Barge Mooring Rates</u>	<u>302</u>
<u>Dockage Rates</u>	<u>302(A)</u>
<u>Fishing Vessel and Local Freight Craft Mooring Rates.....</u>	<u>302(B)</u>
<u>Fresh Water for Vessels.....</u>	<u>303</u>
<u>Repairs of Damages and Alterations.....</u>	<u>304</u>
<u>Passenger Vessel Fee.....</u>	<u>305</u>
<u>Tonnage Fee</u>	<u>305(A)</u>
<u>Lightering Fee</u>	<u>305(B)</u>
<u>Security Fee.....</u>	<u>306</u>

ITEM 4
ABBREVIATIONS

\$	Dollars
%	Per Centum
BBL	Barrel
BM	Board Measure
Cu. Ft.	Cubic Foot or Feet
Cu. T.	Cubic Ton (40 Cu. Ft.)
FMC	Federal Maritime Commission
ft.	Foot
Hdlg.	Handling
KD	Knock Down
Lbs.	Pounds
Ldg.	Loading
LOA	Length-over-all
M	Thousand
Meas.	Measurement
Misc.	Miscellaneous
NOS	Not Otherwise Specified
Sec.	Section
Stor.	Storage
SU	Set Up
Sq. Ft.	Square Foot
Unl.	Unloading
Viz.	Specifically
Wfg.	Wharfage
Wt.	Weight

Reference Marks	
ABB/ REF	Explanation
[A]	Addition/New
[C]	Change
[D]	Cancel/Eliminated
[I]	Increase
[NC]	No Change
[R]	Reduction/Decrease
%	Percent

ITEM 5
METRIC CONVERSIONS

Metric Conversion factors to be employed in determination of charges assessed under this tariff are as follows:

<u>Measure</u>	<u>Metric Equivalent</u>
1 lb.	0.4536 Kilogram
1 Ton of 2000 lbs.	907.2 Kilogram
1 Inch	2.54 Centimeter
1 Foot	0.3048 Meters
1 Yard	0.9144 Meters
1 Cubic Foot	0.02272 Cubic Meters
40 Cubic Feet	113.27 Cubic Meters

<u>Measure</u>	<u>English Equivalent</u>
1 Kilogram	2.2046 lbs.
1000 Kilograms	2204.6 lbs. or 1.1023 Short Tons
1 Centimeter	0.3937 inches
1 Meter	39.37 inches
1 Cubic Meter	35.314 Cubic Feet

Metric Conversion Table

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>
Metric Tons	Short Tons	Short Tons by 0.907
Short Tons	Metric Tons	Metric Tons by 1.102
Metric Tons	Long Tons	Long Tons by 1.016
Long Tons	Metric Tons	Metric Tons by 0.984
Kilograms	Pounds	Pounds by 0.4536
Pounds	Kilograms	Kilograms by 2.2046
Cubic Meters	Measurement Tons (40 cubic feet)	Measurement Tons by 1.133
Measurement Tons (40 cubic feet)	Cubic Meters	Cubic Meters by 0.883
Cubic Meters	MFBMs (ft. BM in thousands)	MFBMs by 2.36
MFBMs (ft. BM in thousands)	Cubic Meters	Cubic Meters by 0.424

ITEM 6
COMMODITY INDEX

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

ITEM

A

No commodities listed

B

No commodities listed

C

No commodities listed

D

No commodities listed

E

No commodities listed

F

No commodities listed

G

General Cargo NOS - Wharfage.....210

H

Hazardous – Contaminated Materials - Wharfage212

I

No commodities listed

J

No commodities listed

K

No commodities listed

L

No commodities listed

M

No commodities listed

N

No commodities listed

O

No commodities listed

P

[Petroleum Products, Inbound - Wharfage.....213](#)

[Petroleum Products, Outbound - Wharfage214](#)

Q

No commodities listed

R

[Rock - Wharfage.....211](#)

S

No commodities listed

T

No commodities listed

U

No commodities listed

V

No commodities listed

W

No commodities listed

X

No commodities listed

Y

No commodities listed

Z

No commodities listed

Return to top of [COMMODITY INDEX](#)

SECTION ONE – GENERAL RULES AND REGULATIONS

ITEM 100 [A]
LIMITS OF LIABILITY

No provision contained in this tariff shall limit or relieve the Port of Kodiak from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the Port of Kodiak from liability for its own negligence.

ITEM 101 [A]
APPLICATION OF TARIFF

(A) NOTICE TO PUBLIC

This tariff is published and filed as required by law and is, therefore, notice that the rates, rules and charges apply to all traffic without specific notice, quotation or arrangement.

(B) USE OF FACILITIES, DEEMED ACCEPTANCE

Use of wharves or facilities shall be deemed an acceptance of this tariff and the terms and conditions named herein.

(C) RATES SUBJECT TO CHANGE

The rates named in this tariff are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestion, or other causes not reasonably within the control of the Port of Kodiak resulting in an increased cost of service, the rates are subject to change, on or after effective date filed with the Federal Maritime Commission.

(D) TARIFF EFFECTIVE

The rates, charges, rules and regulations named in this tariff additions, revisions or supplements thereto, shall apply on all freight received at the terminal on or after effective date of this tariff or effective dates of additions, revisions or supplements thereto, provided, however, that when terminal charges have been prepaid at point of origin, at the terminal tariff rates in effect on date of shipping, such rates prevail even though the shipment is received at destination after effective date of the new tariff, revisions or supplements. Unless otherwise specified, all transit freight received at the terminal and undelivered prior to effective dates of tariff, revisions or supplements thereto, shall be charged the rates in effect on the date such freight was received until entire lot or shipment has been withdrawn. Rates are applied based on the fiscal year for the City of Kodiak which is July 1 to June 30.

(E) LIABILITY FOR DAMAGE

The vessel assumes liability for damage caused to port facilities by the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

ITEM 102
RIGHTS OF OPERATION AND AGREEMENT RESERVED

(A) RIGHT OF AGREEMENT RESERVED

Right is reserved by the Port of Kodiak to enter into agreements with carriers, shippers, consignees and/or their agents concerning rates and services providing such agreements are consistent with existing local, state and federal law governing the civil and business relation of all parties concerned.

(B) LABOR EMERGENCY [A]

When by reason of strike, boycott, walkout or other condition affecting longshore labor supply or port ability to permit, necessary functions of labor in connection with the receipt and delivery of cargo on a port wide basis, the Port and Harbor Director may declare a period of "Labor Emergency" to exist.

During the period of Labor Emergency, the duration of which shall be fixed by the Port and Harbor Director in recognition of the nature of the emergency encountered, the congestion of facilities, duration of labor disruption, accumulation of cargo involved and other similar factors, Free Time (See [ITEM 206](#)) may be extended, Demurrage Charges (See [ITEM 108](#)) may be waived. Subject to Notes 1, 2 and 3.

Note 1: The duration of the Labor Emergency in no case may exceed a period concurrent with the period of actual work stoppage and five work days after.

Note 2: Cargo of Free Time shall obtain an extension of that Free Time period equal to the duration of the Labor Emergency.

Note 3: Cargo on Demurrage at the onset of the period of Labor Emergency shall be relieved of the payment of demurrage charges during the period of Labor Emergency and shall instead be assessed Storage Charges for that period. Demurrage status shall be restored with the expiration of the Labor Emergency.

ITEM 103
RESPONSIBILITY

(A) RESPONSIBILITY FOR LOSS, DAMAGE OR DELAYS [A]

The Port of Kodiak will not be responsible for any loss or damage, caused by fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay, animals, rats, mice or other rodents, moths, weevils, or other insects, leakage or discharge from sprinkler fire protection systems, collapse of building or equipment, or by floats, logs or piling required in breasting vessels away from wharf; nor will it be liable for any loss, damage or delay arising from insufficient notification or from war, insurrection, shortage of labor, combination, riots, or strikes or any persons in its employ or in the service of others or for any consequences arising there from, except to the extent that any of the aforesaid loss or damage results from grossly negligent acts or omission of the Port, its employees or agents, (Subject to [ITEM 100](#) herein.)

(B) LIABILITY FOR DAMAGES AND/OR INJURY [A]

If and when others than the Port of Kodiak are permitted to perform services on the wharves or premises of the terminal company, they shall be liable for the injury of persons in their employ and shall also be held accountable for malicious acts or thefts by themselves or persons in their employ.

The provisions of this item are applicable to all persons, corporations, associations and the like who in any manner come upon or use the terminal facilities, except to agents or employees of the Port. All such person, corporations, associations and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of, any person or persons, which may be caused or occasioned by any act or omission of such persons or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify Port of Kodiak for any such loss or damage to persons or property for which a claim is or may be made against the Port, and all such persons shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including, but not limited to, court costs, experts fees and attorneys fees.

The indemnification, hold harmless, and non-liability provisions of this section do not apply to losses, damages, or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omission of the Port, its employees or agents.

(C) DUE DILIGENCE [A]

The Port will not be responsible for any loss damage or delay of merchandise which may arise from any cause beyond its direct authority and control, nor for any cause except for want of due diligence of the Port. (Subject to [ITEM 100](#) herein.)

ITEM 104 [A]
SHIPPERS REQUESTS AND COMPLAINTS

Any interested party may initiate requests or complaints on matters relating to rates, charges, rules and regulations contained in this tariff by filing a statement fully documenting the request or complaint with the City of Kodiak Port and Harbor Director, 710 Mill Bay Road, Kodiak, Alaska 99615.

ITEM 105
ACCEPTANCE, RETENTION AND DELIVERY OF FREIGHT

(A) RIGHT TO REFUSE FREIGHT

Right is reserved by the Port of Kodiak, without responsibility for demurrage, loss or damage, to refuse to accept, receive or unload or to permit vessels to discharge freight. Freight deemed offensive, perishable, or hazardous, or freight not packed in containers suitable to standing ordinary handling incident to its transportation can also be refused under these provisions.

(B) RIGHT TO REMOVE, REPILE, TRANSFER OR WAREHOUSE FREIGHT

Hazardous or offensive freight which, by its nature, is liable to damage other freight, is subject to immediate removal from the wharf and/or wharf premises with all expense and risk of loss or damage for the account of owner, shipper or consignee.

Freight remaining on wharf or wharf premises after expiration of “Free Time”, as defined herein, and freight shut out at clearance of vessel may be piled or repiled to make space, transferred to other locations or receptacles within the wharf premises, or removed to a public or private warehouse. All expenses and risks of loss and damages are the responsibility of the owner, shipper, consignee, and/or carrier. (Subject to [ITEM 100](#) herein.)

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved to withhold delivery of freight until all accrued charges and advances against said freight have been paid in full.

(D) RIGHT TO SELL FREIGHT

Freight on which unpaid terminal charges have been accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sale without advertising, provided owner has been given reasonable notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND INFLAMMABLES

Explosives and hazardous or highly inflammable commodities or material may only be handled over, or received on, the facilities of the Port of Kodiak with written consent by

and special arrangement with, and at the option of the Port of Kodiak and subject to Federal, State and City rules and regulations.

(F) FREIGHT AT OWNER’S RISK

Owner, shipper, consignee, and carrier shall assume all risk of loss or damage to glass, liquids and fragile articles, freight on open ground or open wharf, log or lumber rafts, and all water craft, if and when permitted by terminal operator to be moored in slips, at moorage dolphins, at wharves, or alongside vessels. (Subject to [ITEM 100](#) herein.)

ITEM 106
RECEIPT OR DELIVERY OF FREIGHT DURING OTHER THAN REGULAR WORKING HOURS

Unless otherwise excepted, prior arrangements must be made with the Port of Kodiak when freight is to be received from, or delivered to, trucks, drays or water carriers on Saturdays, Sundays, holidays or during hours when, under working rules governing labor, the payment of overtime to checkers is necessitated.

The current holidays for the ILWU in Kodiak are: [C]

Holiday	<u>ILWU Work Rules</u>
New Year	No work
Martin Luther King Day	OT
Lincoln Birthday	OT
President’s Day	OT
Seward’s Day	OT
<u>Cesar Chavez Day</u>	<u>OT</u>
Memorial Day	POT
July 4th	OT
<u>Bloody Thursday</u>	<u>POT</u>
<u>Harry Bridges Day</u>	<u>OT</u>
Labor Day	POT
Alaska Day	OT
Veteran’s Day	POT
Thanksgiving	No Work
Christmas	No Work

Note: Dates shown are for calendar year 2020; some holidays are not based on a specific day of the year (e.g., Martin Luther King Day is a federal holiday held on the third Monday of January); On no-work days, ILWU personnel will not work a ship but they will tie up a ship. No work holidays start at 1500 the day before and end at 0700 the day after. OT refers to over time, which is paid at time and one half of prevailing wage. If a holiday falls on a Saturday then Friday is the paid holiday. If it falls on a Sunday then Monday is the paid holiday. POT refers to Penalty Overtime, which is charged at time and a half of the overtime rate. 2.25 times prevailing wage.

ITEM 107
COLLECTION AND GUARANTEE OF CHARGES AND VESSEL BERTH RESERVATION
[A]

Use of Port facilities or service is conditioned upon satisfactory assurance to the Port by the customer that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or service, has established credit worthiness acceptable to the Port, and has been relieved of cash payment requirement by the Port.

The Port may require payment of charges in advance, as follows:

1. By the vessel, its owners or agents before vessel is assigned a berth and commences its loading or unloading operations. (Conditions, imposed by the Port, for waiver of cash in advance requirements, are specified in "Conditions of Berth Reservation" - which is incorporated into this tariff under [ITEM 107\(C\)](#))
2. By the owner, shipper, or consignee before cargo leaves the custody of the terminal.
3. For all charges on perishable cargo or cargo of doubtful value and household goods.

All estimates of Port charges are subject to approval and/or adjustment by the Port.

ITEM 107(B)

PORT OF KODIAK SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION				Date
Vessel	Voyage No.	LOA	ETA	ETD
Vessel Owner/Line	Berth Desired			
Vessel Charterer				
To Load (Commodity Type and Amount)		To Discharge (Commodity Type and Amount)		
Terms of Affreightment		Terms of Affreightment		
Agency Firm		Authorized Individual		

Note: Separate submissions of this document are required when the vessel affreightment for part of the cargo differs from the terms of the affreightment for any other part of the cargo.

Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port/Dock Operator Use
1. Dockage			
2. Wharfage			
3. Service and Facility Charge			
4. Handling			
5. Misc. (Water, Electricity, Etc.)			
6. Security Fee			

Total Estimated Charges _____

Pursuant to the instructions set forth in Conditions of Berth Reservation, the undersigned hereby seeks the arrangement of berthing facilities on behalf of the above-named vessels, and attests to the accuracy of the information provided to the extent set forth in Paragraph C.

Date	(Berth Agent)	(As Agent Only)
------	---------------	-----------------

Acceptance of Financially Responsibility for Payment

In connection with the Application for Vessel Berth Reservations dated _____, 20____ the undersigned hereby accepts responsibility, on its own behalf, for payment of the port charges listed under the line items as designated below which correspond with those designated in the above Supplement to Application for Vessel Berth Reservation, in a maximum amount not to exceed 125 percent (125%) of the aggregate estimated dollar amount shown above for the relevant line items, or 125 percent (125%) of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing, in which latter case a copy of such writing is physically attached hereto.

Category of Port charges Line item(s) No.	For Port/Dock Operator Use
(Name of Company) _____	(Authorized Signature) _____
Category of Port charges Line item(s) No.	
(Name of Company) _____	(Authorized Signature) _____
Category of Port charges Line item(s) No.	
(Name of Company) _____	(Authorized Signature) _____

Note: Pursuant to Port of Kodiak Tariff Rule No. 108, in all instances where the "Party Responsible for Payment" listed above has not established credit worthiness with the Port and where responsibility for port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.

ITEM 107(C)

**PORT OF KODIAK
CONDITIONS OF VESSEL BERTH RESERVATION**

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies, Inc., et al v. Port of Anacortes, et al and Tariff Rule 108 in the Port of Kodiak Terminals Tariff No. 13, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown on the Supplement To Application for Vessel Berth Reservation, completed in accordance with and otherwise governed by, the terms and conditions set forth below:

- A. Except where and to the extent waived pursuant to paragraph B below, terms of payment for all acceptable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable port charges, shall be promptly refunded by the Port to the party posting same.
- B. The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. That party responsible has established credit worthiness acceptable to the Port; or
 - 2. Adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. The agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges.
- C. The vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as part of the berth reservation process, provide to the extent of his knowledge all information called for on the Supplement to Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges, as enumerated, and party responsible for thereof. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; **and the berthing agent shall be held personally liable to the Port** for any financial loss suffered by the Port as a result of the agent's failure so to report accurately.
- D. Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known the Port, it shall immediately notify the Port and, as if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- E. All estimates of port charges are subject to approval and/or adjustment by the Port.
- F. The Port shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- G. In addition to the terms for berth reservation and establishment of financial responsibility set forth herein, requests for berth reservations and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

ITEM 108
DEMURRAGE, DELAYS AND WAIVER OF CHARGES

(A) DEMURRAGE – TRANSPORTS OR VESSELS [A]

In furnishing the service of ordering, billing out, loading or unloading trucks, or of handling to and from vessels, no responsibility for any demurrage whatsoever on either trucks or vessels will be assumed by the Port of Kodiak. (Subject to [ITEM 100](#) herein)

(B) DELAYS, WAIVER OF CHARGES [C]

Delays in loading, receiving, delivering, or handling freight arising from combinations, riots, or strikes of any persons in the employ of the Port of Kodiak or in the services of other or arising from any other cause not reasonably within control of the Port of Kodiak, will not entitle the owners, shippers, consignees, or carriers of the freight to waiver of wharf demurrage or any other terminal charges or expenses that may be incurred.

ITEM 109
BERTH ASSIGNMENTS

(A) VESSELS REQUIRED TO OBTAIN ASSIGNMENTS [C]

No vessel will be permitted to berth at a facility of the Port of Kodiak without having first made assignment and without such an assignment having been granted. Applications for berth assignment must specify arrival and departure times and dates and the nature and quantity of the freight to be loaded or discharged.

(B) BERTH ASSIGNMENT CONDITIONAL [C]

Berth assignments made by the Port of Kodiak are subject to alteration and revocation in the following conditions:

1. Any vessel assigned a berth for any other purpose than to load or discharge cargo may be ordered to vacate such berth when the Port, at its sole discretion, determines the berth is required for the use of a vessel desiring to load or discharge cargo.
2. Any vessel on berth to load or discharge cargo which, for any reason, experiences a delay in such operations may be ordered to vacate the berth when the Port, at its sole discretion, determines congestion or excessive operational cost is threatened by reason of delay and may be reduced or avoided by the use of the berth of another vessel which is capable of cargo loading or discharge at the berth.
3. Preferential Use Agreements: The Port of Kodiak reserves the right to enter into preferential use agreements subject to City Council approval. Interference with preferential use agreements is not allowed. Preferential use agreements are as follows:
 - Pier 1: Alaska Marine Highway System, Petro Marine Services
 - Pier 2: National Oceanographic and Atmospheric Administration, Petro Star Inc.
 - Pier 3: Matson Navigation Company

4. Whenever the Port deems a danger of congestion exists any vessel on berth may be required to work cargo around-the-clock or at overtime expense. Should any vessel refuse to comply the Port may order the vessel to vacate the berth.

ITEM 110
VESSELS REQUIRED TO MOVE

(A) ORDERS TO VACATE BERTH [C]

Vessels may occupy a berth, subject to charges named in Item 109, providing such vessel shall vacate the berth upon demand by the Port. Vessels refusing to vacate berth on demand may be moved by tug or otherwise and any expenses, including damages to other vessels, or to wharf structures during such removal, shall be charged to the moved vessel. Vessel at berth engaged in loading or discharging cargo may be required to work overtime at the discretion of the Port. Overtime differentials shall be added to the account of the vessel's owner, agents, or operators.

Whenever an order to vacate a berth is made by the Port under these rules and the order is not complied with in the time specified in the order, the Port may assess a penalty dockage rate of \$500.00 per hour for each hour the vessel remains on berth after such order has been issued.

ITEM 111
MANIFESTS REQUIRED OF VESSELS [C]

Masters, owners, agents or operator of vessels are required to furnish the Port of Kodiak with complete copies of vessel manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the facilities of the Port of Kodiak. Such manifests must also designate the basis of the weight or measurement on which ocean freight was assessed. In lieu of manifests, certified lists of copies of "boat notes" or mates' receipts containing all information as required above may be accepted.

ITEM 112
APPLICATION OF RATES

(A) GENERAL APPLICATION OF RATES

Unless specifically provided for otherwise, rate names in this tariff are in dollars and cents per short ton, barrel, or gallon, according to vessel manifest or lading covering shipment when not in connection with vessel. 1,000 kilograms equals 1 metric ton, which has 2,204.6 pounds. A short ton is 2,000 pounds. To determine the number of short tons, divide metric tons by 0.9072.

(B) SPECIFIC COMMODITY RATES PREVAIL [A]

Unless otherwise excepted, rates provided for specific commodities will prevail over NOS rates or general commodity rates.

ITEM 113

CLASSIFICATION OF TRAFFIC [A]

Vessels, the trade routes on which they operate, and the cargo which they handle are classified below for the purpose of applying the provisions of this tariff. Unless otherwise specified, cargo received from a vessel in one trade route and transshipped on a vessel in another trade route shall be subject to the rates, conditions, and exceptions governing the respective trade route classifications whether or not such cargo is moving on through rates and/or through bills of lading:

(A) COASTWISE TRAFFIC

All traffic between West Coast ports of the United States and Alaska.

(B) INTER-COASTAL TRADE

All traffic between ports of the United States, other than West Coast ports, and Alaska.

(C) INTER-ALASKAN TRADE

Traffic between points in Alaska.

(D) FOREIGN AND NON-CONTIGUOUS TRAFFIC

All cargo shipped from or destined to any point not within the limits of the contiguous boundaries of the U.S.A.

ITEM 114

INSURANCE [C]

No insurance is included in the rates named in this tariff. The Port of Kodiak shall be under no obligation to provide any insurance of any type for any vessel, cargo, or liability arising out of the use of Port facilities. If the Port of Kodiak does acquire any such insurance, the charges for that insurance shall be in addition to the fees described in this tariff.

ITEM 115
PORT FACILITIES [A]

The Port of Kodiak has three multi-use facilities.

- Pier I – Ferry Dock [230' x 42', 26.6' (MLLW)]
Uses: Ferry terminal, Petro Marine bulk fuel facility, and general use for mooring, loading, unloading of fishing and other types of vessels. No welding or open flames permitted at Pier1 without prior authorization from Port and Harbormaster.
Services: Water, bulk fuel
Stevedoring services can be provided by a qualified stevedore.
- Pier II – City Dock [1050' x 64', 38' (MLLW)]
Use: loading/unloading of commercial freight, cruise ships, government vessels, gear work area, moorage for fishing vessels.
Services: water, sewage discharge, outside storage, warehouse
Stevedoring services must be provided by a qualified stevedore.
- Pier III – Cargo Terminal: 330' x 110' (940' ' Bollard to Bollard). 38' @ MLLW. Uses: container services/general cargo, 100 gauge container lift
Stevedoring services are provided exclusively by Matson Navigation Co.

ITEM 116
STEVEDORE ACCESS TO AND OPERATIONS ON PROPERTY OF THE PORT

(A) AGREEMENTS [C]

Notice is hereby given that the Port of Kodiak reserves the right to enter into stevedoring agreements or terminal operation contracts with such party or parties as it may select, which agreements or contracts may require users of the Port of Kodiak to procure stevedoring services only through the party or operator selected by the City. Any such parties or operators will operate within the rules, regulations, and rates defined in the Port of Kodiak Tariff.

Commercial carriers must use stevedore services at all port facilities except Pier 1. Unless services are requested, the following vessels are exempt from using stevedore services: vessels of the Alaska Marine Highway System, vessels in port at the invitation of the City for special occasions where the ship will be open to the public, U.S. flagged government vessels, including university research vessels, and vessels seeking fuel or other services from Harbor Enterprises dba Petro Marine Services and North Pacific Fuel aka Petro Star and vessels engaged in construction projects for the port of Kodiak. Commercial fishing vessels, catcher-processors and fish processors, and cargo vessels under 300' are also exempt, unless loading or unloading commercial freight or hazardous materials. For this purpose, commercial freight means cargo transported on a vessel under a bill of lading.

For the purpose of this rule, stevedoring services include, but are not limited to line handling, the loading/unloading of cargo between a ship and the point of rest, loading/unloading cargo or baggage to/from trucks or other means of land conveyance

to/from the terminal facility, and accessorial services pertinent thereto, including line handling.

A current list of Terminal Use Permit Holders is available on request from the Port and Harbor Director.

(B) CARE IN THE PERFORMANCE OF OPERATIONS [A]

The Stevedore shall exercise care in the performance of its operations in order to prevent injury to or death of any person and damage to or destruction or loss of property, whether of the Port, of the Stevedore, of the vessel being stevedored or any other party.

(C) COMPLIANCE WITH FIRE AND SAFETY PRECAUTIONS [A]

The Stevedore shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures and regulations.

(D) STEVEDORE AND PORT INDEPENDENT CONTRACTORS [A]

In any service relationship the Port and the Stevedore shall be independent contractors, each to the other, and shall not be agents or employees, one for the other, for any purpose.

(E) STEVEDORE SHALL INSURE EFFICIENT AND EXPEDITIOUS VESSEL WORK [A]

In order to insure efficient and expeditious loading and discharge of vessels, and the maximum utilization of the full capacity of the port, the Stevedore shall:

1. Make use of appropriate facilities and equipment furnished by the Port.
2. Have at least one qualified supervisor present at all times while a vessel is loading or unloading.
3. Have at least one responsible officer or representative with full power to make all operating decisions concerning the stevedoring of vessels at the Port, available for contact by the Port at all times and keep the Port informed at all times of how and where such officer or representative may be contacted by the Port.
4. Cooperate fully with the Port in all respects by (I) advising as far in advance as possible the type of vessel, Master's estimate of the quantity of cargo to be loaded or discharged, estimated time to load or discharge, and any special problems that may exist or arise;(II) determining the equipment needed for the operation; and (III) coordinating sequence and timing of operations for the convenience and efficiency of the Port.
5. Promptly restore terminal working areas to a clean, safe and orderly condition on completion of stevedoring operations.

(F) STEVEDORE WARRANTY [A]

As a condition to the right to conduct business or operate on Port property the stevedore shall warrant that all its stevedoring operations shall be conducted at all times with all necessary labor and equipment under competent supervision, with all proper dispatch and in good workmanlike manner, and the conduct of such business or operations on Port property shall be deemed to be an offer of such warranty by the stevedore and its acceptance by the Port.

If any breach of these warranties causes or subjects the Port to any losses, suits, claims, damages or liabilities, the stevedore shall defend, indemnify and save harmless, and reimburse the Port for all such losses, suits, claims, damages, or liabilities. (Subject to [ITEM 100](#) herein.)

(G) INDEMNITY [A]

(Subject to [ITEM 100](#) herein.) The stevedore shall indemnify and hold harmless the Port, its employees and agents from and against any claims, damages, losses or expenses (including attorney's fees) for the injury to or death of any of the stevedore's employees, agents or invitees, or for damage to or destruction of stevedore's property. The stevedore shall also indemnify and hold harmless the Port, its employees, agents and invitees from and against any claims, damages, losses and expenses (including attorney's fees) for injury to or death of any persons (including employees of the Port), and for damage to or destruction of property (including property of the Port), which is caused in whole or in part by any act or omission or breach of these rules by the stevedore, its employees, agents or anyone else for whose acts the stevedore is or may be liable.

1. The indemnification, hold harmless, and non-liability provisions of (G) do not apply to losses, damages, or injuries to the extent such losses, damage, or injuries are occasioned by any negligent acts or omissions of the Port, its employees or agents.
2. The stevedore shall execute and deliver to the Port an indemnity agreement substantially in accord with the terms of this tariff.

(H) INSURANCE [A]

(Subject to [ITEM 100](#) herein.) The stevedore shall obtain, and shall maintain, the following insurance coverage.

1. Workman's Compensation Insurance (including Longshoremen and Harbor Workers Act Coverage) under all applicable Federal and State statutes and municipal ordinances for all the stevedore's employees performing its work, and Employer's Liability Insurance (including liability under the Jones Act) in the amount of not less than \$1,000,000.
2. Comprehensive General Liability against claims for bodily injury, death or property damage occurring on, in or about the vessels being loaded by the stevedore, or the premises of the Port, and the adjoining areas, with limits to bodily injury or death

and property damage of not less than \$1,000,000 for each occurrence and an annual aggregate limit of \$2,000,000.

3. Commercial Automobile Liability Insurance. Minimum limits of liability for injury, death or property damage of \$1,000,000 combined single limit per occurrence. Coverage shall include for owned, hired and non-owned vehicles, if applicable.
4. The stevedore shall submit to the Port certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the Port is to be given 15 days prior notice of any alteration or cancellation.

(I) STEVEDORE RESPONSIBILITY [A]

It shall be the responsibility of the stevedore, its employees, agents or others for whose acts the stevedore is or may be liable to conduct operations on property of the Port in compliance with Port, Federal, State and Municipal Rules and Regulations. Such rules and regulations shall include but not be limited to speed limits, fire regulations, vehicle access and parking.

ITEM 117
EQUIPMENT PROVIDED BY STEVEDORES [A]

The Port of Kodiak does not have equipment for rental by outside parties. Equipment must be provided by the stevedore or other approved vendor.

The 100-foot gauge container crane at Pier III is owned by Matson. Please check with them for rates.

Cranes and boom trucks (up to 150 tons) are available through local vendors for use at Piers I and II. Check with the Harbor Office for a list of contacts.

ITEM 118
VESSEL OILY WASTE OR GARBAGE DISPOSAL [A]

Vessels which find it necessary to discharge oily waste or garbage at the Port of Kodiak shall contact the Port to arrange for services. Payment of charges for the services and equipment provided will be made directly to the Port of Kodiak by the vessel, its agent, owner, charterer, or any other party responsible for such payment of charges by the vessel.

The discharge by a vessel of oily waste and garbage at any terminal at the Port shall only be in accordance with the terms of this tariff item and applicable federal, state and local laws and regulations. Regulated garbage may not be discharged at the Port of Kodiak. As defined by 9 CFR 94.5 (c)(2), garbage is considered regulated, if, when the garbage is on or removed from the means of conveyance, the means of conveyance has been in any port outside the United States and Canada within the previous 2-year period.

Rates and charges assessed vessels by the Port for use of its facilities or services do not include this service nor insurance coverage for any potential liability of any oily waste hauler and/or reception facility other than the Port.

The Port can provide labor and equipment, please refer to the Harbor Fee Schedule for current rates at <http://www.city.kodiak.ak.us/harbor/Pages/RatesandFees.aspx>.

ITEM 119
STORAGE, STAGING AND ASSEMBLING OF NON-CARGO EQUIPMENT AND MATERIALS [A]

The Port, at its sole discretion, shall determine what constitutes cargo and what constitutes non-cargo equipment, materials and stores.

Staging, storage and assembling of non-cargo equipment, materials and stores on Port terminal facilities will be subject to adherence to directives of the Port and Harbor Director or designee. Storage, staging and assembling of materials and equipment as required for vessel repair or alterations, ships stores and other materials not deemed as cargo, will be allotted "Free Time" period of no more than 72 hours prior to the arrival of the vessel and of not more than 72 hours after the departure of the vessel. In recognition of emergency encountered, congestion of facilities, labor disruptions, or other similar factors, free time may be reduced, eliminated or extended at the discretion and directive of the Port's Executive Director or designee.

Free Time is defined as a specified number of days or hours during which materials and equipment may remain on wharf or terminal premises without incurring Port charges (See [ITEM 206A](#)).

Explosives and hazardous inflammable materials may only be handled over, stored on or received on, the facilities of the Port of Kodiak by special arrangement with, and at the option of the Port of Kodiak and subject to Federal, State and City rules and regulations.

End of section, return to [GENERAL INDEX](#).

SECTION TWO – COMMODITY RULES, EXPLANATIONS AND RATES

ITEM 201
WHARFAGE

(A) WHARFAGE DEFINED [C]

“Wharfage” means the charge for the use of the wharf that is assessed on all freight passing or conveyed over, under, through or onto wharf premises or loaded or discharged overside vessels berthed at wharf or moored in wharf slip. No services are covered by this charge. Unless otherwise provided, wharfage shall be considered earned and will be assessed whether or not freight received on wharf or wharf premises from cargo, trucks, drays or water carriers is eventually loaded on vessel.

Note: This wharfage definition takes precedence over, and is a departure from the Federal Maritime Commission definition prescribed in 46 Code of Federal Regulations, Part 525, Marine Terminal Operator Schedules, reading as follows: “Wharfage means a charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at wharf or when moored in slip adjacent to a wharf. Wharfage is solely the charge for use of a wharf and does not include charges for any other service.

(B) WHARFAGE ON DIRECT TRANSFER FREIGHT [A]

Unless otherwise specifically excepted, all freight handled direct between transports and vessels will be subject to full wharfage at the regular rates due according to ship’s manifest and the respective traffic and commodity classifications of the freight.

(C) EXCEPTIONS [A]

Ship’s stores and repair materials and supplies, all when intended for vessels’ own use, consumption of repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for such supplies or stores as may be received or unloaded on wharf.

ITEM 202
LOADING AND UNLOADING

(A) LOADING AND UNLOADING DEFINED [C]

The service of loading or unloading cargo between any place on the terminal and trucks, lighters or barges or any other means of conveyance to or from the terminal facility.

ITEM 203
HANDLING

(A) HANDLING DEFINED [A]

The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

ITEM 204
WHARF DEMURRAGE [A]

(A) WHARF DEMURRAGE DEFINED

Wharf Demurrage means a charge assessed against cargo remaining in or on terminal facilities after the expiration of Free Time, unless arrangements have been made for storage. Free time is defined in [ITEM 101](#).

(B) COMPUTING WHARF DEMURRAGE

In computing either Wharf Demurrage or storage on freight delivered to a vessel, the day or days vessel is loading will not be considered demurrage for storage days. On freight delivered to transports, trucks or drays, the day freight is loaded or delivered will be considered a Demurrage or storage day.

Demurrage will be assessed at a rate per square foot per day, based on the "foot print" occupied by cargo in the laydown area or for cargo with overhangs, the footprint plus the area under the overhang that the overhang renders unusable for other storage. See Wharf Demurrage Rates (below)

ITEM 205
WHARF DEMURRAGE RATES [A]

Except as otherwise provided, after expiration of Free Time, as defined in [ITEM 206](#), Wharf Demurrage will be assessed after the allowed Free Time at Piers I and II. Wharf demurrage also applies if vessels are berthed at Pier III under the City's reservation of secondary rights at Pier III. Please refer to harbor fees for dry storage for current rates at <http://www.city.kodiak.ak.us/harbor/Pages/RatesandFees.aspx>.

ITEM 206
FREE TIME [C]

(A) FREE TIME DEFINED

"Free Time" means the period specified in the terminal schedule during which cargo may occupy space assigned to it on terminal property, including off-dock facilities, free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

(B) COMPUTING FREE TIME EXCLUSIONS [A]

Except where limited under individual items not to exceed a specified number of days, Free Time is exclusive of Saturdays, Sundays and legal holidays and, unless otherwise specified, is computed from the first 7 a.m. occurring after freight is received or unloaded on wharf or wharf premises or, in case of freight from vessel, from the first 7 a.m. occurring after a vessel completes discharge.

(C) EXTENT OF FREE TIME BY TRAFFIC CLASSIFICATIONS

Unless otherwise provided under individual items, Free Time will be allowed freight according to traffic classifications, as follows:

<u>Traffic Classifications</u>	<u>Free Time Allowed [C]</u>
(As defined in ITEM 113)	

All Cargo	Twelve (12) hours
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(D) COMMODITIES ALLOWED NO FREE TIME [A]

- (1) Explosives, Inflammables, Hazardous Commodities
- (2) Salvaged Freight, Offensive Freight, when either are so designated

ITEM 207
WHARFAGE RATES [C]

Rates in this section apply on traffic moving in all trade routes. Except as otherwise provided, rates apply to Short Tonnage for general cargo Not Otherwise Specified, Rock and hazardous/contaminated materials and by barrel or gallon for petroleum products in liquid bulk as manifested by vessel for revenue purposes.

When no specific commodity rate is named in this tariff, freight manifested by vessel on a per package basis will be assessed applicable NOS rate by short ton whichever creates greater revenue. Subject to the following limitations:

<u>Item#</u>	<u>210</u>	<u>211</u>	<u>212</u>	<u>213</u>	<u>214</u>
	<u>Per Short Ton</u>			<u>Inbound</u>	<u>Outbound</u>
	<u>General</u>		<u>Hazardous -</u>	<u>per Barrel</u>	<u>per Gallon</u>
<u>Fiscal Year</u>	<u>Cargo NOS</u>	<u>Rock</u>	<u>Contaminated</u>	<u>Petroleum Products</u>	
			<u>Materials</u>		
2020	\$7.40 [I]	\$1.19 [NC]	\$16.30 [I]	\$0.39 [I]	\$0.018[I]
2021	\$7.70 [I]	\$1.25 [I]	\$16.90 [I]	\$0.45 [I]	\$0.05 [I]
2022	\$8.00 [I]	\$1.30 [I]	\$17.50 [I]	\$0.50 [I]	\$0.10 [I]
2023	\$8.30 [I]	\$1.35 [I]	\$18.10 [I]	\$0.55 [I]	\$0.15 [I]
2024	\$8.60 [I]	\$1.40 [I]	\$18.70 [I]	\$0.60 [I]	\$0.20 [I]

Note: OVERSIDE:

Unless otherwise specified in individual commodity items or other arrangements are made with the Port and Harbor Director, all freight loaded or discharged over-side a vessel directly to or from another vessel, barge, lighter, draft, or to or from the water while vessel is berthed at wharf or moored in wharf slip, will be assessed regular wharfage rates.

(A) MINIMUM WHARFAGE [I]

Minimum wharfage charge at Pier’s I, II, and III on any single shipment will be \$80.00.

End of section, return to [GENERAL INDEX](#).

SECTION THREE – MISCELLANEOUS CHARGES

ITEM 301
DOCKAGE RULES

(A) DOCKAGE DEFINED

Dockage means the charge assessed against a vessel for berthing at a wharf, pier bulkhead structure, or bank or for mooring to a vessel so berthed.

(B) DOCKAGE PERIOD - HOW CALCULATED [C]

The period of time which dockage will be assessed shall commence when the vessel is made fast to a wharf, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip; and shall continue until such vessel is completely free from and has vacated such berth or slip. Dockage is billed per 12 hour period or portion thereof.

(C) BASIS FOR COMPUTING CHARGES [C]

Dockage charges will be based upon the overall length of the vessel as published in the most current edition of Lloyd's Register of Shipping at the time the vessel is berthed. Should length figures not be available from the sources, the Port may accept information from the vessel's official papers or measure the vessel.

(D) CONTROL OF VESSELS NOT LOADING OR DISCHARGING [A]

Vessels not engaged in loading or unloading cargo will be docked at a wharf, pier, or seawall structure, or moored to a vessel so docked, or permitted within a slip at the discretion of the Port and then only with the expressed understanding that vessels shall move their position from such a place at the discretion of the Port. Any vessel upon notice to move which refuses or fails to move may be shifted by tug or otherwise by wharf agent and any expenses, damages to vessel or other vessels, or wharf, pier or seawall structure during such removal shall be charged to the vessel so moved.

(E) VESSELS ON LAY STATUS [A]

At the Port's discretion, vessels may be placed on lay status, which may include vessels waiting to discharge and/or load cargo. These vessels may be permitted to moor at a vacant berth, when such berth is available. Standard dockage fees apply.

(F) FREE DOCKAGE [A]

Dockage charges will not be assessed against the vessels at the invitation of the Port of Kodiak for demonstrations and/or public tours and for vessels engaged in construction projects for the Port of Kodiak.

ITEM 302
DOCKAGE AND BARGE MOORING RATES

(A) DOCKAGE RATES [C]

Dockage charges will be assessed on the length-over-all of the vessel. Length-overall shall be construed to mean the linear distance, expressed in feet (meters), from the most forward point on the stem of the vessel to the after-most part of the stern of the vessel, measured parallel to the baseline of the vessel. For dockage billing purposes, length-over-all of the vessel as published in "Lloyd's Register of Shipping" will be used. If no such figure appears in "Lloyd's Register", the Port reserves the right to: (a) obtain the length-over-all from the vessels register, or (b) measure the vessel.

Dockage rates will be assessed as follows unless otherwise specified in this tariff or an agreement between the vessel owner and the Port. Dockage rates in dollars per foot per 12-hour period or portion thereof.

<u>Fiscal Year</u>	<u>0 to 150 feet</u>	<u>151 to 300 feet</u>	<u>301 to 500 feet</u>	<u>501 to 700 feet</u>	<u>Over 700 feet</u>
2020	\$2.30 [I]	\$2.60 [I]	\$3.20 [I]	\$3.60 [I]	\$3.90 [I]
2021	\$2.40 [I]	\$2.70 [I]	\$3.40 [I]	\$3.80 [I]	\$4.10 [I]
2022	\$2.50 [I]	\$2.80 [I]	\$3.60 [I]	\$4.00 [I]	\$4.30 [I]
2023	\$2.60 [I]	\$2.90 [I]	\$3.80 [I]	\$4.20 [I]	\$4.50 [I]
2024	\$2.70 [I]	\$3.00 [I]	\$4.00 [I]	\$4.40 [I]	\$4.70 [I]

(B) FISHING VESSEL AND LOCAL FREIGHT CRAFT MOORING RATES [A]

Subject to availability and scheduling, commercial fishing vessels assigned exclusive moorage in Kodiak City harbors may berth at Piers I, II, and III without charge the first day, except when dockage is to conduct commercial cargo operations.

Additional days are charged at the rate posted in the harbor fee schedule:
<http://www.city.kodiak.ak.us/harbor/Pages/RatesandFees.aspx>

ITEM 303
FRESH WATER FOR VESSELS

The following charges will be made for furnishing water to vessels berthed at Terminals subject to this tariff:

<u>Fiscal Year</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
First 1,000 gallons	\$146.40 [I]	\$150.80 [I]	\$155.20 [I]	\$159.60 [I]	\$164.00 [I]
Each additional 1,000 gallons or fraction thereof	\$7.40 [I]	\$31.10 [I]	\$31.40 [I]	\$31.70 [I]	\$32.00 [I]

ITEM 304
REPAIRS OF DAMAGES AND ALTERATIONS [C]

The Port of Kodiak will make repairs to its properties of damages caused by companies or persons using its facilities or make repairs or alterations to leased facilities at the request of lessee, subject to the following schedule:

Damage repairs or alterations: Actual Cost Plus 15% [R]

Such repairs or alterations will be performed by the Port of Kodiak, or its agents, except that when necessary repairs or desired alterations are extensive, private contractors may be employed subject to the provision that work performed by private contractors must be accomplished in a manner acceptable to the Port of Kodiak. (Subject to [ITEM 100](#) herein.)

ITEM 305
PASSENGER VESSEL FEE [C]

In addition to other tariff provisions, the terms and conditions of this item apply and charges are assessed to passenger vessels and cruise ships. Passenger vessel fees are not assessed on Alaska Marine Highway Vessels.

(A) TONNAGE FEE

Passenger vessels are charged a tonnage fee (based on the net tonnage of the vessel as provided in the vessel’s documentation) per 12 hour period or portion thereof, as provided in the following table.

<u>Item#</u>	<u>305A</u>
<u>Fiscal Year</u>	<u>Tonnage Fee</u>
2020 [I]	\$0.23 [I]
2021 [I]	\$0.30 [I]
2022 [I]	\$0.35 [I]
2023 [I]	\$0.40 [I]
2024 [I]	\$0.45 [I]

(B) LIGHTERING FEE

Passenger lightering is charged per 12 hour period or portion thereof, as provided in the following table.

Item#	305B	
	Passenger Lightering	
	Vessels up to	Vessels 151 feet
Fiscal Year	150 feet	& Longer
2020	\$75.00 [I]	\$750.00 [I]
2021	\$80.00 [I]	\$800.00 [I]
2022	\$85.00 [I]	\$850.00 [I]
2023	\$90.00 [I]	\$900.00 [I]
2024	\$95.00 [I]	\$950.00 [I]

ITEM 306
SECURITY FEE [C]

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional Security costs associated with an increase in MARSEC Level mandated by the US Department of Homeland Security.

Security services may be provided upon request at Piers 1 and 2 on the basis of cost plus 10%. Rates are reflected in the current City of Kodiak Schedule of Fees located on the City of Kodiak website.

End of section, return to [GENERAL INDEX](#).

UNFINISHED BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Mike Tvenge, City Manager *MT*
Thru: Julie Liew, Finance Director
Date: June 11, 2020

Agenda Item: IV. a. **Second Reading and Public Hearing, Ordinance No. 1400, Levying Taxes in the Amount of 2 Mills and Appropriating Funds for the Expenses and Liabilities of the City of Kodiak for the Fiscal Year Commencing on the First Day of July 2020 and Ending on the Thirtieth Day of June 2021**

SUMMARY: Ordinance No. 1400 provides for the adoption of the City of Kodiak's FY 2021 budget. The budget document, which supports the ordinance, estimates all sources of revenue the City anticipates receiving between July 1, 2020, and June 30, 2021. The budget document also establishes an operating and capital expenditure plan for FY2021 that is based on staff's assessment of operational and community needs and the Council's FY2021 budget goals. Staff made the FY2021 budget presentation to Council and the public during a special budget work session on April 14, 2020. The Council further discussed the budget at the work sessions of April 22, 2020 and May 26, 2020. Staff recommends Council adopt Ordinance No. 1400.

PREVIOUS COUNCIL ACTION:

- Prior to the start of each fiscal year, the City Council adopts the City's operating and capital budget by ordinance.
- Council discussed the FY2021 Draft Budget Goals on January 25, 2020.
- Council adopted Resolution No. 2020-10, approving the City Council's Budget goals for FY2021 on February 27, 2020.
- Staff presented the proposed FY2021 budget to the Mayor and Council at a special work session on April 14, 2020.
- Council further discussed the FY2021 budget at the work session of May 26.
- On May 28, 2020, Council passed Ordinance No. 1400 in the first reading and advanced to second reading and public hearing at the next regular or special meeting.

DISCUSSION: The FY2021 budget funds the services provided by the City of Kodiak to residents and visitors: law enforcement (including animal control and contract jail services), fire and emergency medical services (including ambulance services), public works (public water system, wastewater system, street and property maintenance), engineering, port and harbor facilities, parks and recreation facilities and programs, public library, and general administrative functions (municipal recordkeeping and financial management).

The proposed FY2021 budget was developed as a maintenance level budget and will attempt to provide the same level of services as the current year's budget with a reduction in expenses. This is a prudent approach since revenues are expected to remain static as expenses continue to increase. The City Council adopted FY2021 budget goals by resolution in February of this year (Attachment B), and staff used the goals to develop and evaluate the proposed operating budget. The proposed budget is consistent with the Council's FY2021 budget goals.

Combined Revenues and Expenses for All Funds

The FY2021 budget projects combined revenues from all funds excluding capital projects to be \$40,674,457, which is an increase of 5.08 percent from FY2020's combined budgeted revenues of \$38,708,350. Revenues are forecasted based on the current fiscal year even though some sources may fluctuate slightly. Expenses for all City funds, excluding capital projects, are expected to also be \$40,674,457, an overall increase of 5.08 percent from FY2020.

Operating Budget

The FY2021 operating budget is primarily a maintenance budget as it has been for at least the past nine years. As directed, City staff developed a conservative budget. The City, like everyone in the community, continues to face rising costs, but the departments are careful to absorb cost increases whenever and wherever possible. As outlined in the City Council FY2021 goals, a review of all categories of General Fund expenditures was conducted to identify ways to decrease expenses.

General Fund

The General Fund provides funding for those City services that aren't required to be accounted for differently, like the enterprise funds. The General Fund uses revenues from sources such as sales and property taxes to fund the City's administrative functions such as tax collection and audits, billing, emergency preparedness, information technology, and management of all City functions. It also funds services such as municipal recordkeeping functions, law enforcement, fire and ambulance, library and recreational services and facilities, and public works and engineering services.

General Fund revenues for FY2021 are projected at \$21,208,992, an increase of approximately 3.25 percent from FY 2020 projections. The General Fund is projected to recognize a deficit in the amount of \$90,470. These budget figures are consistent with Council's FY2021 goal that the General Fund would be budgeted without a deficit with appropriations from the fund balance when/if necessary, and that General Fund operating expenses (non-personnel) will be consistent with those of FY2020.

Fund Balance

The City's General Fund balance has been accumulated from various revenue sources, large and small. The FY2021 budget is projected to have \$9.8 million remaining in the fund balance. The estimated FY2021 fund balance, if projections are correct, will be needed to offset expenses and provide the City with approximately 5.68 months of operating reserves. Of course there are many budget variables, so

this is only a projection and cannot be guaranteed so early in the budgeting process. The proposed FY2021 budget anticipates a deficit and a decrease to fund balance of approximately \$90,470.

Personnel

Salaries, wages, and benefits are the single largest expense in the City's annual budget, totaling 48 percent. Salaries and wages for FY2021 are estimated to total \$11.0 million or 27 percent of the City's overall expenses. This reflects the Personnel Rules and Regulations scheduled salary increases and a 1.4 percent COLA for all full-time and part-time employees. Employee benefit costs are projected at \$8.8 million, 21 percent of the City's overall expense budget.

The FY2021 budget reflects an increase of 7.55 FTEs. These changes adjust the number of City employees from 134.15 in FY2020 to 141.70 for FY2021. The City's work force for FY2021 includes 137 regular full-time employees and 4.70 regular part-time positions working from 20-30 hours per week for a total of 141.70 FTEs.

These changes to the FY2021 budget meet Council's personnel goals. The tracking of part-time personnel is a necessary step in meeting Council's goal to complete an analysis of the need, costs, and hiring process for the City's use of temporary or seasonal employees.

Enterprise Funds

The City has eight separate enterprise funds; the Harbor Department's Cargo Terminal, Boat Harbor, Harbor Electric Utility, and the Boat Yard/Vessel Lift funds; the Water, Sewer, and Trident Basin funds managed by Public Works; and the E911 Fund. The FY2021 budgets for these funds reflect a balance of revenues to expenses.

The E911 Fund was established in FY2010 in preparation for the transfer of E911 extraterritorial authority from the Borough to the City. This transfer has not yet taken place, but the Borough staff has agreed to work toward the transfer of authority or find another way to fairly share in the expenses and responsibilities of providing the service to Kodiak.

Enhancement Fund

The FY2021 budget proposes no use of Enhancement Fund monies. Enhancement Fund monies have not been used since FY2013, so the fund balance can build up, per Council's budget goals. The projected fund balance for the Enhancement Fund in FY2021 is estimated to be \$5.6 million, which is an increase of \$90,000 from the FY2020 amended balance.

Capital Projects

The FY2021 budget recommends \$3.8 million in additions to capital projects. This includes one new capital project and additions to nine existing capital projects in FY2021 ranging in size from \$25,000 to \$1,300,000. It also includes additional funding for established or ongoing capital projects such as annual curb and sidewalk repairs, maintenance projects, and the vehicle replacement fund. Costs for the

projects will be covered through use of capital project fund balances, transfers from the respective enterprise funds, and transfers from the General fund. Staff presented the capital projects in detail at the budget work session on April 14, 2019.

ALTERNATIVES:

- 1) Adopt Ordinance No. 1400 after the public hearing. This is staff’s recommendation.
- 2) Council may also amend Ordinance No. 1400.

FINANCIAL IMPLICATIONS: The City Council must make appropriations and adopt an annual budget. As presented, this budget retains ongoing service levels while meeting maintenance level budgetary criteria established by Council. The budget meets operational needs and estimates an adequate retention of fund balance in the General Fund.

LEGAL: The Kodiak City Charter and Kodiak City Code grant Council the authority to make appropriations and adopt and amend budgets as required. Article V, Section 2 of the City Charter states the City Manager will prepare and present a proposed budget to the City Council in advance of the fiscal year which begins on July 1st and ends on June 30th. Article V, Section 4 of the City Charter gives the City Council the authority to make appropriations for the next fiscal year and may approve or amend the budget. Appropriations must be made and the budget approved by a majority vote of the City Council no later than the third day before the beginning of the new fiscal year, and if the Council fails to approve the budget by that date, the budget as submitted shall go into effect and be considered adopted by the Council.

STAFF RECOMMENDATION: Staff recommends Council adopt Ordinance No. 1400 after the public hearing.

CITY MANAGER’S COMMENTS: The FY 2021 citywide budget anticipates revenues to remain rather consistent with the past five years, pre COVID-19 pandemic. These calculations may vary with the most recent State Mandates requiring the closure of many local businesses. As we know sales tax accounts for one third of our citywide budget. The CARES ACT Funding, accepted by City Council recently, is likely going to bolster this budget because Public Safety expenses can be directed towards this grant. Overall, the city’s finances are healthy and well managed.

ATTACHMENTS:

- Attachment A: Ordinance No. 1400
- Attachment B: Resolution No. 2020–10 FY2021 Council Budget Goals
- Attachment C: Payroll Budget Information FY2021

PROPOSED MOTION:

Move to adopt Ordinance No. 1400.

**CITY OF KODIAK
ORDINANCE NUMBER 1400**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK LEVYING TAXES IN THE AMOUNT OF 2 MILS AND APPROPRIATING FUNDS FOR THE EXPENSES AND LIABILITIES OF THE CITY OF KODIAK FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF JULY 2020 AND ENDING ON THE THIRTIETH DAY OF JUNE 2021

BE IT ORDAINED by the Council of the City of Kodiak as follows:

- Section 1:** A tax in the amount of 2.0 mills is hereby levied against all taxable real property within the City of Kodiak for the fiscal year commencing on the first day of July 2020 and ending on the thirtieth day of June 2021.
- Section 2:** The following sums of money are hereby appropriated for corporate purposes and objects of the City of Kodiak for the fiscal year commencing on the first day of July 2020 and ending on the thirtieth day of June 2021 to defray expenses and liabilities of the City during the fiscal year.

FY2021 BUDGET SUMMARY

GENERAL FUND

	Anticipated Revenues	
Taxes	\$ 15,627,500	
Licenses & Permits	80,300	
Intergovernmental Revenues	1,571,179	
Charges for Services	1,920,782	
Fines & Forfeitures	3,000	
Interest	50,000	
Rents & Royalties	120,000	
Miscellaneous	4,500	
Interfund Charges	1,741,261	
Appropriation from Fund Balance	90,470	
Total Anticipated Revenues	21,208,992	
		Planned Expenditures
Legislative		\$ 227,589
Legal		75,000
Executive-Administration		913,422
Executive-Emergency Preparedness		35,700
City Clerk-Administration		379,844
City Clerk-Records Management		189,346

GENERAL FUND EXPENDITURES CONTINUED

Finance	1,946,362
Police	6,579,626
Fire	3,145,890
Public Works	2,424,674
Engineering	304,315
Parks & Recreation	1,601,000
Library	912,786
Non-Departmental	2,473,438
Total Planned Expenditures	21,208,992

SPECIAL REVENUE FUND

	Anticipated
	Revenues
Tourism Fund	\$ 205,000
City Enhancement Fund	-
Total Anticipated Revenues	205,000

	Planned
	Expenditures
Tourism Fund	\$ 205,000
City Enhancement Fund	-
Total Planned Expenditures	205,000

CAPITAL PROJECTS FUND

	Anticipated
	Revenues
General Capital	\$ -
Building Improvement Fund	175,000
Streets Improvement Fund	450,000
Parks & Recreation Fund	300,000
Sewer Improvement Fund	330,000
Water Improvement Fund	1,715,000
Harbor Development Fund	500,000
Cargo Improvement Fund	-
Vehicle Replacement Fund	354,571
Total Anticipated Revenues	3,824,571

CAPITAL PROJECTS FUND CONTINUED

	Planned Expenditures
General Capital	\$ -
Building Improvement Fund	175,000
Streets Improvement Fund	450,000
Parks & Recreation Fund	300,000
Sewer Improvement Fund	330,000
Water Improvement Fund	1,715,000
Harbor Development Fund	500,000
Cargo Improvement Fund	-
Vehicle Replacement Fund	354,571
Total Planned Expenditures	3,824,571

ENTERPRISE FUNDS

	Anticipated Revenues
Cargo Fund	\$ 2,588,739
Harbor Fund	4,246,059
Boat Yard Lift	1,266,075
Harbor Electric Fund	633,499
Water Utility Fund	3,421,184
Sewer Utility Fund	4,839,990
Trident Basin Fund	317,500
E-911 Services	1,044,420
Total Anticipated Revenues	18,357,466

	Planned Expenditures
Cargo Fund	\$ 2,588,739
Harbor Fund	4,246,059
Boat Yard Lift	1,266,075
Harbor Electric Fund	633,499
Water Utility Fund	3,421,184
Sewer Utility Fund	4,839,990
Trident Basin Fund	317,500
E-911 Services	1,044,420
Total Planned Expenditures	18,357,466

INTERNAL SERVICE FUNDS

	Anticipated Revenues	
Insurance Fund	\$	902,999
Total Anticipated Revenues		902,999

		Planned Expenditures
Insurance Fund	\$	902,999
Total Planned Expenditures		902,999

Grand Total Anticipated Revenues	\$	44,499,028	
Grand Total Planned Expenditures			\$ 44,499,028
	Non- Projects		40,674,457
	Non- Projects		40,674,457
	Project Additions		3,824,571
	Project Additions		3,824,571
	Total		44,499,028
	Total		44,499,028

Section 3: All unexpended appropriation balances, with the exception of capital project fund appropriations, shall lapse to the appropriate fund as of June 30, 2021.

Section 4: This ordinance shall go into effect July 1, 2020.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading: May 28, 2020
Second Reading:
Effective Date:

**CITY OF KODIAK
RESOLUTION NUMBER 2020-10**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK APPROVING
THE CITY COUNCIL'S BUDGET GOALS FOR FY2021**

WHEREAS, budget guidelines help ensure that the City's budget is prepared in a manner consistent with City Council desires; and

WHEREAS, the City Council discussed and selected the list of budget goals at their January 25, 2020, planning work session; and

WHEREAS, management will use the listed budget goals as a framework when developing the FY2021 budget.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that the following budget goals will be used in the development of the City of Kodiak's FY2021 budget:

Revenue

Revenues will continue to be estimated conservatively using an analytical and objective approach.

One-time revenues will be used only for one-time expenditures. The City will avoid using temporary revenues or grants to fund routine City services or positions.

Charges for Fees and Services will be reviewed and updated annually to ensure quality service delivery and adequate revenues.

Operating Expenses

General Fund operating (non-personnel) expenses for FY2021 will endeavor to match FY2021 projected revenues. Increases will be justified to the City Manager in writing and, if approved, presented by department heads to the City Council for final consideration during budget presentations.

Review existing programs and services to assess how well budgeted performance indicators met goals and objectives. The City Council will receive quarterly financial updates.

City management will continue to examine ways to maintain efficiencies of expenditures without significant impact to level and quality of services provided to residents.

Personnel Goals

The City will maintain adequate staffing in accordance with the approved FY2021 budget. FTEs will not increase unless new operational needs or mandates require additional employee positions.

Sections of the PR&R will continue to be reviewed and amended to improve practices that reflect recognized Human Resources standards.

General Fund

Council will review ways to increase revenues in the General Fund to help offset increases in operating expenses, meet infrastructure needs, and increase the fund balance, per the plan outlined in “Setting the Course for the Future,” 1/14/12.

General Fund revenues will be forecast conservatively and take into consideration possible state funding policies that may affect City revenues such as community assistance program, shared fisheries and other shared business taxes, Medicaid, pension costs and liabilities, and the required allocation of sales tax.

The General Fund will be budgeted without a deficit and with a goal to maintain up to six months’ operating reserves in fund balance. Council may appropriate additional funds for capital projects.

Enterprise Funds

The major enterprise funds will develop long-term plans to include maintenance and repairs, needed facility replacement or expansion, and a schedule for rate reviews.

Enterprise Funds will continue to conduct rate studies every five years and present them to the City Council for implementation.

To maximize revenues, the Shipyard operations will be contracted out through a competitive proposal process that includes a business plan and marketing campaign to meet debt service payments. This plan will be reviewed annually for marketing effectiveness.

Ensure adequate revenues are established to continue to maintain and improve Harbor facilities that support fisheries and support sector services and activities.

Community Support

The total cash amount available to fund nonprofit organizations is a maximum of one percent of budgeted general fund revenues, not to exceed \$175,000 until such time as the fund balance of the General fund reaches an accumulation of six months of operating expenditures, exclusive of any fund balance appropriation and transfers to capital project funds. In-kind contributions shall be subject to Council approval.

Capital

Within resources available, the City will maintain capital assets and infrastructure at a level that is adequate to protect its investment, to minimize future replacement and maintenance costs, and to maintain existing service levels.

The City Manager and management staff developed the City’s first formal five-year capital improvement plan (CIP) that identifies and ranks projects for capital and major maintenance projects. The plan has additional information for ten-year expense projec-

tions for all departments and funds. The City will utilize the planning document and develop policies and procedures identifying criteria and steps for implementation. The capital budget will link to, and flow from, the multi-year capital improvement plan.

Debt Service

The City will not incur new debt without appropriate analysis to:

- Show impacts on rates or taxpayers, or
- Analyze financial capacity for proposed capital projects, or
- Determine if the debt is required for projects mandated by the state or federal government, needed for economic development, environmental, aesthetic or quality of life, or health and safety improvements.

Quality of Life

The City will provide adequate services that meet the community needs, priorities, challenges and opportunities with consideration given to the condition of the economy, the composition of the population, technology, legal or regulatory issues, intergovernmental issues, and physical or environmental issues.

Economic Development

The City will promote and support economic development to help ensure a diverse, sustainable, and healthy economy for Kodiak. The City will explore sustainable and healthy public private partnerships.

CITY OF KODIAK



MAYOR

ATTEST:


CLERK

Adopted: February 27, 2020

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Council members
From: Mike Tvenge, City Manager
Thru: Kelly Mayes, Finance Director
Date: January 25, 2020
Agenda Item: **FY 2021 Payroll Budget Information**

Summary:

The Finance Director met with each department director to discuss upcoming staffing and payroll budgets for the FY 2021 fiscal year budget from December 10 through December 12. On December 13, these staffing projections were discussed with the City Manager for approval to determine costs of projected changes in the FY 2021 Payroll Budget. Overall, these changes accumulate to \$824,202.22. The detail of these changes are provided below.

Police Department: Net increase to FY 2021 Payroll Budget \$90,949.48*PT Administrative Assistant:*

Updated state and federal regulations regarding crime reporting are going into effect during fiscal year 2021. These regulations are moving away from summary-based reporting under the Uniform Crime Reporting and going to a detailed-based reporting under the Incident Reporting System. Due to these updated regulations, the Police Chief is requesting an additional part-time administrative assistant.

Total Wages \$19,531.20	Total Benefits: \$10,476.08	Grand Total: \$30,007.28
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FT Patrol and FT Corrections and Staffing Reallocations:

The police chief has requested to reallocate staffing by removing the 2nd lieutenant position in the administration department, removing the canine officer and canine department, adding a full-time patrol officer and adding a full-time corrections officer. Total reduction by removal of these positions totals \$349,467.95 and total additional reductions due to other expenses within the canine department total \$16,720 for an overall reduction of \$366,187.95.

FT Patrol: Total Wages: \$50,706.80	Total Benefits: \$73,125.70	Grand Total: \$123,832.50
FT Corrections: Total Wages: \$41,487.38	Total Benefits: \$69,014.07	Grand Total: \$110,501.45

10% Increase for Commissioned Officers:

Upon research with similar sized communities within Alaska, the overall wages for the commissioned officers average \$10 per hour higher than Kodiak. Due to staffing shortages, retention of current staff, and competition with the State of Alaska and other Alaska police departments, the Chief of Police has requested a 10% increase in wages for the following positions: Police Chief, Deputy Police Chief, all Uniform Patrol officers, all Investigation officers, all Drug Enforcement Officers, and the School Resources officer. Due to benefits calculated as a percentage of wages, the resulting impact would increase both overall wages and benefits. The increase in wages and benefits for each are shown on the following page.

January 25, 2020

FY 2021 Payroll Budget Information continued

Police Department continued

10% Increase for Certified Officers continued

	Increased Total Wages	Increased Total Benefits	Total Increase
Police Chief	9,859.35	4,846.41	14,705.76
Deputy Police Chief	8,148.13	4,007.96	12,156.09
Uniform Patrol	81,931.25	39,653.27	121,584.52
Investigation	15,182.21	7,359.56	22,541.77
Drug Enforcement	8,773.55	4,303.96	13,077.51
School Resources	5,950.96	2,779.59	8,730.55
Total	129,845.45	62,950.75	192,796.20

Overall net increases and decreases for the Police Department total combined increase of \$457,137.43 with a combined decrease of \$366,187.95 for a net overall increase of \$90,949.48.

Fire Department: Net increase to FY 2021 Payroll Budget \$ 548,345.67

Add 4 additional FT Firefighter I positions:

Due to staffing shortages, retention, and competition with other agencies, the Fire Chief would like to increase staffing by four full-time firefighter I positions. This would allow the fire department to have one captain and three firefighters per shift for a total of three shifts to provide 24-hour a day coverage to the citizens of Kodiak and allow crew rest time for emergency call-back situations that may arise.

One Position: Total Wages: \$48,478.12 Total Benefits: \$72,578.82 Grand Total: \$121,056.94

Total for Four Positions: Total Wages: \$193,912.48 Total Benefits: \$290,315.28 Grand Total: \$484,227.76

Staffing Reallocation – PT Admin to FT Admin:

Over the most recent years, each department has seen an increased need in administrative assistance for records, HIPPA, and various other state and federal regulation reporting requirements. Due to this increased need, the Fire Chief would like to increase the current PT administrative assistant position to FT.

Total Increased Wages: \$8,996.40 Total Increased Benefits: \$55,121.51 Total Increase: \$64,117.91

Parks & Recreation Department: Net increase to FY 2021 Payroll Budget \$ 67,740.10

Staffing Reallocation – PT Maintenance to FT Maintenance:

Over the most recent years, parks and recreation has experienced year-round maintenance needs due to increased duties which includes downtown trash pickup, downtown cleanup and maintenance, library snow removal, and facility usage. The Parks & Recreation director would like to take an existing PT Maintenance Technician to a FT Maintenance Technician and explore possibilities of reducing temporary maintenance staffing. This would allow for a stable, well-trained workforce.

Total Increased Wages: \$10,531.15 Total Increased Benefits: \$57,208.95 Total Increase: \$67,740.10

FY 2021 Payroll Budget Information continued

Public Works Sewer-WWTP Department: Net increase to FY 2021 Payroll Budget \$ 117,166.97

Sewer WWTP Operator II:

Over the most recent years, the Wastewater Treatment Plant has experienced increased state and federal testing, operational regulations, and reporting regulations. The Public Works director would like to add an additional WWTP Operator II position to meet these updated regulations.

Total Wages: \$46,097.09

Total Benefits: \$71,069.88

Grand Total: \$117,166.97

NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Mike Tvenge, City Manager *MT*
Thru: Josie Bahnke, Deputy City Manager
Date: June 11, 2020

Agenda Item: V. a. **First Reading, Ordinance No. 1402, Authorizing a Contract With the Kodiak Historical Society to Operate the Kodiak History Museum Through June 30, 2022**

SUMMARY: The City has provided funding to the Kodiak Historical Society (KHS) to help cover operating costs of the Kodiak History Museum (formerly known as Baranov Museum) for many years. In 2017, KHS requested that the City enter into a multi-year operating agreement or contract with them for the services provided at the Kodiak History Museum. The current contract expires June 30, 2020. Ordinance No. 1402 will authorize a new two-year agreement from July 1, 2020, through June 30, 2022. Based on City Charter requirements and previous legal advice, the contract approval is made by Council through the ordinance process. All of the terms in the new contract are the same as the existing contract, but the annual funding level will be set in the FY2021 and FY2022 budgets. Staff recommends Council adopt Ordinance No. 1402.

PREVIOUS COUNCIL ACTION:

- Council has funded the Kodiak Historical Society to help cover operating costs of the Kodiak History Museum for many years through a line item in the Parks and Recreation portion of the City's operating budget.
- March 25, 2014, work session, KHS made a formal presentation to Council requesting a two-year agreement.
- May 10, 2014, Council supported a two-year agreement for FY2015-2016.
- May 26, 2016, Council adopted Ordinance No. 1348, which authorized a museum services contract through June 30, 2018.
- On November 9, 2017, Council passed Ordinance No. 1371 in the first reading and advanced to second reading and public hearing at the next regular or special meeting.
- December 14, 2017, Council adopted Ordinance No. 1371, which authorized a museum services contract through June 30, 2020.

ALTERNATIVES:

- 1) Council may pass Ordinance No. 1402 in the first reading and advance to second reading and public hearing, which is staff's recommendation to ensure continued community access to

the museum and its programs and to provide the long-term support the Museum needs to move forward with its redesign project.

- 2) Council may fail or postpone Ordinance No. 1402, which is not recommended, because the Museum needs the City's support to move forward with its redesign project.

FINANCIAL IMPLICATIONS: The existing contract includes \$92,700 annually, plus \$2,000 for fire suppression costs. The new contract does not contain a specific amount; it states an amount approved by Council in the annual budget.

LEGAL: The City Attorney was consulted about the agreement and process and he prepared the original Ordinance 1348. He said the agreement requires approval through the adoption of an ordinance, per City Charter §V-17 Contracts and Sales, because it is similar to a lease and deals with the disposal of interest in real property belonging to the City.

STAFF RECOMMENDATION: Staff recommends Council adopt Ordinance No. 1402. The two-year agreement ending on June 30, 2022, would permit the Kodiak Historical Society to provide museum services and collections to the community through the Kodiak History Museum with terms to be determined by Council for each of the two years, with funds coming from the General Fund, Parks and Recreation, and Museum account.

CITY MANAGER'S COMMENTS: The City has provided by contract which included funding to the KHS for many years in order to help them operate the Museum. If Council agrees to the terms of the contract, and wishes to continue the partnership, staff recommends passing Ordinance No. 1402 in the first reading and advance to second reading and public hearing at the next meeting.

ATTACHMENTS:

Attachment A: Ordinance No. 1402

Attachment B: July 1, 2020-June 30, 2022, contract between the Historical Society of Kodiak and the City of Kodiak

PROPOSED MOTION:

Move to pass Ordinance No. 1402 in the first reading and advance to second reading and public at the next regular or special meeting.

**CITY OF KODIAK
ORDINANCE NUMBER 1402**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK
AUTHORIZING A CONTRACT WITH THE KODIAK HISTORICAL SOCIETY TO
OPERATE THE KODIAK HISTORY MUSEUM THROUGH JUNE 30, 2022**

WHEREAS, the City owns real property located at 101 E. Marine Way, Kodiak, Alaska, and the building located thereon known as the Kodiak History Museum (“Museum”); and

WHEREAS, the Kodiak Historical Society currently operates a historical museum at the Museum, consisting of a collection of artifacts, exhibits, photographs, documents and other items owned by the Kodiak Historical Society (“Collection”); and

WHEREAS, because of the Kodiak Historical Society’s experience operating the Museum and its ownership of the Collection, the Kodiak Historical Society is the only source for such services, and it is in the best interest of City and its residents that City contract with the Kodiak Historical Society for such services on a sole source basis under Kodiak City Code 3.12.070(d) and;

WHEREAS, the Kodiak Historical Society has an existing contract to operate the Museum through June 30, 2020; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kodiak, Alaska, as follows:

Section 1: Notwithstanding anything to the contrary in Kodiak City Code Chapter 18.20, the Council of the City of Kodiak hereby authorizes the Contract for Museum Services with the Kodiak Historical Society for a term commencing July 1, 2020, and ending June 30, 2022, for the operation of the Museum.

Section 2: The form and content of the Contract for Museum Services hereby are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Contract for Museum Services to the Kodiak Historical Society behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as she shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said document now before this meeting, and from and after the execution and delivery of said document, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Contract for Museum Services as executed.

Section 3: The Contract for Museum Services authorized by this ordinance is subject to the requirements of City Charter Section V-17. Therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading:
Second Reading:
Effective Date:

**CITY OF KODIAK
CONTRACT NO. 249732
MUSEUM SERVICES**

CONTRACT FOR MUSEUM SERVICES dated as of July 1, 2020, by and between the City of Kodiak, an Alaska municipal corporation (“City”), whose address is 710 Mill Bay Road, Kodiak Alaska, and the Kodiak Historical Society, an Alaska nonprofit corporation (“Contractor”), whose address is 101 E. Marine Way, Kodiak Alaska.

WHEREAS, City owns real property located at 101 E. Marine Way, Kodiak, Alaska, and the building located thereon known as the Kodiak History Museum (“Museum”); and

WHEREAS, Contractor currently operates a historical museum at the Museum, consisting of a collection of artifacts, exhibits, photographs, documents and other items owned by Contractor (“Collection”); and

WHEREAS, because of Contractor’s experience operating the Museum and its ownership of the Collection, Contractor is the only source for the services that it is to provide under this Contract, and it is in the best interest of City and its residents that City contract with Contractor for such services on a sole source basis under Kodiak City Code 3.12.070(d).

NOW, THEREFORE, for and in consideration of the premises, and the terms, covenants, conditions, and provisions contained herein, it is the parties agree as follows:

ARTICLE I

Provision of Services, Term, Compensation

Section 1.1. Agreement to Provide Services. Contractor shall operate the Museum and provide museum services for the City as described in Article II.

Section 1.2. Term of Contract. The term of this contract commences July 1, 2020, and expires June 30, 2022, provided that either party may terminate this contract upon thirty (30) days written notice to the other party.

Section 1.3. Compensation. City shall pay Contractor the following annual fees for the services that Contractor provides under this contract. The annual fee shall be identified and approved by City Council in the annual budget and be payable to Contractor in advance in equal quarterly installments on the first days of July, October, January and April; provided that the first quarterly installment shall be due on the day following the effective date of City Council approval of this contract.

ARTICLE II Scope of Services

Section 2.1. Scope of Work in General. Contractor shall provide museum operation services at the Museum, including without limitation collections care, management of Contractor's archives, exhibitions, educational programs, and building stewardship.

Section 2.2. Specific Museum Management Duties. Subject only to the limitations set forth in this Contract, Contractor shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Museum during the term of this contract, including without limitation the following:

(a) Employ, pay, supervise, and discharge all employees as deemed necessary by Contractor for the operation of the Museum;

(b) Adopt and implement all policies relating to the acquisition, accession, loan, care, storage, deaccession, and disposal of the Collection in accordance with the standards defined by the American Alliance of Museums;

(c) Adopt and implement the exhibition, interpretation, display and public access of the Collection in accordance with the standards defined by the American Alliance of Museums;

(d) Adopt and implement the historical, educational and research policies, programs and activities of the Museum;

(e) Properly maintain all Collection inventory records, accession records, condition assessment and conservation records, and exhibition records;

(f) Adopt and implement the budgetary and fiscal policies of the Museum, including the establishment of admission fees and other fees and charges for other program services;

(g) Keep and maintain the financial books and records of the Museum in accordance with generally accepted accounting principles;

(h) Adopt and implement the building and maintenance policies for the Museum;

(i) Adopt and implement the best practices for building stewardship of the Museum;

(j) Adopt and implement policies relating to the ancillary activities and services offered at the Museum; and

(k) Adopt and implement policies relating to the promotion and publicity of the Museum.

In performing its duties under this Section, Contractor shall exercise the same degree of care and skill exercised by nonprofit corporate owners and managers of similar local/regional history museums in the United States and shall comply in all material respects with all laws applicable to the conduct of its business and the use and operation of the Museum.

Section 2.3 Public Museum. Contractor shall operate the Museum as a facility open to the general public, subject to such reasonable rules and regulations as Contractor may promulgate in its discretion from time to time regarding matters that include without limitation admission fees; days and hours of operation; the safety of employees and the general public; the safety, protection and security of the Collection; the anonymity of donors who desire anonymity; and, to the extent required by law, the confidentiality of employee records and business records.

Section 2.4. Collection. Contractor shall have full responsibility for the maintenance, care, documentation and use of the Collection. The accession and deaccession of Collection items as

well as their management, care, documentation and use shall be governed by Contractor's Collection Management Policy and in accordance with standards defined by the American Alliance of Museums. The Collection will be used for exhibitions, research and public programs at the discretion of Contractor in accordance with its mission and in order to provide museum services to the City.

Section 2.5. Contractor Employment Responsibilities. All services required under this Contract shall be performed by Contractor or under its supervision. Contractor shall employ at its own expense all personnel required to perform Contractor's services under this Contract in a timely and proper manner. Such personnel shall not be considered contractors or employees of the City, and the City shall have no responsibility or liability whatsoever to any Contractor personnel, or for their acts or omissions.

Section 2.6. Alterations and Improvements to Museum. Contractor may make whatever nonstructural alterations or improvements to the Museum that it deems necessary or desirable in the best interests of the Museum. Contractor shall make no structural alterations or additions to the Museum or any associated City property without the written consent of the City. Unless otherwise provided in such written consent, any structural improvements or additions constructed by the Contractor shall become the City property upon substantial completion. All such nonstructural or structural alterations, improvements and additions, regardless of how funded, shall be part of the Museum real property and shall be subject to the terms of this Agreement.

Section 2.7. Personal Property. Contractor may furnish, install and maintain at the Museum any and all personal property which Contractor deems necessary or desirable in connection with the operation of the Museum. All tangible personal property acquired by City or Contractor and installed in or located at the Museum, regardless of how funded, shall be deemed to be subject to the terms of this Contract. All personal property installed in or located at the Museum shall be the property of Contractor. Contractor may alter, rehabilitate and improve such personal property in such manner, as it deems necessary or desirable in the best interests of the Museum.

Section 2.8. No Liens. In performing any work required or permitted under this contract, Contractor shall keep the Museum free of all liens, and hold the City harmless from liability for any such liens, including costs and attorney fees.

ARTICLE III Payment of Expenses

Section 3.1. In General. Except as this Article provides otherwise, Contractor shall bear all costs and pay all expenses incurred in providing the services required under this contract.

Section 3.2. Utilities. City shall pay the costs of the following utility services provided to the Museum: fuel oil, heat, electricity, water and sewer. Contractor shall pay the costs of telecommunications utility services and, except as provided in the preceding sentence, any and all other utilities provided to Contractor at the Museum.

Section 3.3. Repairs and Maintenance.

- (a) Contractor shall provide at its expense the following at the Museum:
 - (1) Interior janitorial services
 - (2) Replacement of light bulbs and receptacles as needed
 - (3) Exhibit construction and maintenance
 - (4) Flower beds and plant box plantings and maintenance
 - (5) Boiler system annual inspections
 - (6) Fire alarm and suppression system annual inspections
- (b) City shall provide at its expense the following at the Museum:
 - (1) Maintenance of electrical, water and sewer utility facilities
 - (2) Snow removal from the parking lot and pedestrian walkways
 - (3) Lawn mowing and general landscaping
 - (4) Maintenance or replacement of sidewalk and parking lot pavement
 - (5) Structural building maintenance or replacements when funds are available
 - (6) Disposal of trash from receptacle outside of building

**ARTICLE IV
Indemnification and Insurance**

Section 4.1. Indemnification. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold harmless City, its elected and appointed officials, employees, and volunteers against any and all liabilities, claims, demands, lawsuits, or losses, including costs and attorney fees incurred in defense thereof, arising out of or in any way connected or associated with this contract.

Section 4.2. Insurance.

(a) Contractor, at its expense, shall provide the following insurance coverages for its performance under this contract, and shall provide to City certificates of insurance and/or policies acceptable to City therefore at the time this contract is executed:

(1) Commercial General Liability Insurance. Contractor shall maintain Commercial General Liability Insurance with a minimum of \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.

(2) Workers' Compensation Insurance. Contractor shall provide and maintain, for all employees of Contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045 or any other applicable statutes or regulations. Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this Contract.

(b) Additional Insurance Requirements. Each policy of insurance that Contractor provides under this section shall:

(1) List the as additional insureds City, including all elected and appointed City officials, all City employees and volunteers, all City boards, commissions and/or authorities and their board members, employees, and volunteers, and waive subrogation in favor of the foregoing;

(2) Provide coverage that is primary to City and not contributing with any other insurance or similar protection available to City, whether other available coverage be primary, contributing, or excess;

(3) Require sixty (60) days written notice of cancellation non-renewal, reduction and/or material change addressed to: City Clerk, 710 Mill Bay Road, Room 220, Kodiak, AK 99615.

(c) Continuation of Coverage. If the above coverage expires during the term of this Contract, Contractor shall deliver renewal certificates and/or policies to City at least ten (10) days prior to the expiration date. Contractor shall not commence operations under this Contract until it has obtained the coverage required under the terms of this Contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska and acceptable to City. If Contractor fails to comply with the insurance requirements of this contract, City may terminate this contract on ten (10) days written notice. Contractor covenants to maintain all insurance policies required in this Contract for the period of time in which a person may commence a civil action as prescribed by the applicable statute of limitations. The coverage required by this Contract shall cover all claims arising in connection with Contractor's performance under this contract, whether or not asserted during the term of this contract and even though judicial proceedings may not be commenced until after this contract expires.

ARTICLE V Miscellaneous

Section 5.1. Independent Contractor. Notwithstanding anything to the contrary contained herein, this contract shall not be deemed or construed to make the parties hereto partners or joint venture's, to render either party liable for any of the debts or obligations of the other, or to make either party the agent of the other or to bind or obligate the other in any manner to any third party. Without limiting the generality of the foregoing, the employees of Contractor are not City employees and are not entitled to any of the benefits City provides for its employees, including without limitation, health, life or disability insurance, sick or annual leave, or worker's compensation.

Section 5.2. Authority of Signers. Each individual executing this contract hereby represents and warrants that he or she has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he or she is executing this contract to the terms hereof.

Section 5.3. Entire Agreement; Amendment. This contract constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants with respect thereto not contained herein. This Agreement may be amended only by a written instrument executed by each of the parties hereto.

Section 5.4. No Waiver. No waiver of any condition or provision of this contract by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act, or default.

Section 5.5. Severability. If any provision of this contract is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be deemed excised from this contract and replaced by a valid provision as close in meaning and intent as the excised provision as circumstances require, and this contract shall be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.

Section 5.6. Assignment or Delegation. Contractor may not assign its rights or delegate its duties under this contract, or any part of it, except with the prior written consent of City.

Section 5.7. Governing Law. This contract shall be governed by the laws of the State of Alaska and any suit or legal action hereunder shall be brought only in the courts of said State, in the Third Judicial District at Kodiak.

Section 5.8. Notice. Any notice required by this contract must be hand delivered or sent by first class mail to the appropriate party at the address set forth above the signatures below, or any other address which the party subsequently designates in writing.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands this ____ day of _____ 2017.

CITY OF KODIAK
710 Mill Bay Road
Kodiak, AK 99615

KODIAK HISTORICAL SOCIETY
101 E Marine Way
Kodiak, AK 99615

Mike Tvenge, City Manager

President

Attest:

Witness:

Nova Javier, City Clerk

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager and Nova Javier, City Clerk

Date: June 11, 2020

Agenda Item: V. b. **Resolution No. 2020–15, Amending Section 1 (Airport Facilities), Section 7 (Fire Department), Section 11 (Library Services), Section 12 (Parks And Recreation), And Section 13 (Police) of the Schedule of Fees, Charges, and Tariffs**

SUMMARY: The City sets its fees and charges for various services by a resolution of the Council. It is important to review and adjust the fee schedule on a regular basis to ensure the City is receiving adequate revenues with which to provide services. The City Council identified the importance of an annual review and update of the schedule of fees and charges by including this as a budget goal since FY2011. Staff completed the review and submitted a list of proposed changes to fees pertaining Section 1 (Airport Facilities), Section 7 (Fire Department), Section 11 (Library Services), Section 12 (Parks and Recreation), and Section 13 (Police). The proposed fee changes are recommended to become effective July 1, 2020.

The Harbor Fees will be presented in a separate resolution due to the postponement of the implementation effective January 1, 2021 per request of the Council.

PREVIOUS COUNCIL ACTION: The Council updates the City's Schedule of Fees, Charges, and Tariffs on a routine basis by resolution.

DISCUSSION: Staff has been reviewing the fee schedule over the past several months. City departments submitted recommendations to increase, add, or regroup fees listed in the Schedule of Fees and Charges.

ALTERNATIVES: Council can adopt, amend, or choose to not approve Resolution No. 2020–15. Staff recommends Council adopt this resolution with the recommended fee changes because the increases and new fees are necessary. Also, regular reviews and updates of the fee schedule are identified in Council FY2021 budget goals.

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution No. 2020–15 with fee changes effective on July 1, 2020.

CITY MANAGER’S COMMENTS: It is important to revise and update the City’s Schedule of Fees, Charges, and Tariffs on a regular basis to ensure the City is receiving acceptable revenues for the services provided. This set of updates reflects changes in the operational aspects and goals in two departments and is consistent with Council’s FY2021 budget goals.

ATTACHMENTS:

Attachment A: Resolution No. 2020–15

PROPOSED MOTION:

Move to adopt Resolution No. 2020–15.

**CITY OF KODIAK
RESOLUTION NUMBER 2020-15**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AMENDING SECTION 1 (AIRPORT FACILITIES), SECTION 7 (FIRE DEPARTMENT), SECTION 11 (LIBRARY SERVICES), SECTION 12 (PARKS AND RECREATION), AND SECTION 13 (POLICE) OF THE SCHEDULE OF FEES, CHARGES, AND TARIFFS

WHEREAS, at its February 27, 2020, regular meeting the Kodiak City Council approved its budget goals for FY2021, including annually reviewing and updating the Schedule of Fees, Charges, and Tariffs; and

WHEREAS, staff reviewed the Schedule of Fees and Charges, and it was decided to bring forth amendments to the City fees; and

WHEREAS, the suggested fee amendments herein reflect the City's cost to provide services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that Sections 1, 7, 11, 12, and 13 of the City's Schedule of Fees, Charges, and Tariffs are hereby amended as follows:

BE IT FURTHER RESOLVED that this resolution shall supersede previous resolutions amending Sections 1, 7, 11, 12, and 13 of the Schedules of Fees, Charges and Tariffs.

BE IT FURTHER RESOLVED that the changes to Sections 1, 7, 11, 12, and 13 of the Schedule of Fees, Charges, and Tariffs herein shall be effective July 1, 2020.

BE IT FURTHER RESOLVED that the City Clerk is authorized to make the required changes to the Schedule of Fees, Charges, and Tariffs.

Section 1		Airport Facilities	
1.2	Aircraft tie down space		
	1.2.1	Annual rental (includes Across-the-Boundary fee) Per Month per plane	378.00 500.00
1.5	Entry Access Cards		
	1.5.1	Non lease holders, annual fee inclusive of 1 entry access card	50.00
	1.5.2	Additional annual entry cards	50.00
1.6	Hangar Lots		
	1.6.1	Annual rental hangar lot for 2000 SF	500.00
	1.6.2	Annual rental hangar lot for 3000 SF	825.00
	1.6.3	Annual rental hangar lot for 4800 SF	1200.00
	1.6.4	Annual rental hangar lot for 5100 SF	1275.00
	1.6.5	Annual rental hanger lot for 5400 SF	1350.00
Section 7		Fire Department	

7.1	Ambulance, per transport		
	7.1.1	Basic life support-Non-emergency	400.00
	7.1.-45	plus, per mile return trip	11.00 15.00
7.2	Ambulance standby for sporting events per hour, per company		120.00 per hour
	7.2.1	Standby for youth sporting events inside City limits	150.00
	7.2.2	Ambulance standby inside city limits	350.00
7.3	Property Salvage, by request of property owner, per hour		25.00
7.3	Fire Marshal		
	7.3.1	Re-inspection of Fire Code Violations (two re-inspections or more for same code violation within 90 days	100.00 per inspection
	7.3.2	Hydrant flow test (request in addition to standard 5 year flow testing).....	350.00 per hydrant
	7.3.3	New Install Fire Sprinkler Inspection.....	100.00 per inspection
	7.3.4	New Install Fire Alarm Inspection	100.00 per inspection
7.4	Responses – per hour, per company/unit		
	7.4.1	Fire Department response in unprotected areas, per hour per company (per mutual aid request)	250.00 350.00
	7.4.2	Rescue response, per hour, per company	250.00 + actual cost of supplies 400.00 plus supply cost
	7.4.3	Rescue response in restricted areas	1,000 plus supply cost
	7.4.-34	Hazardous Material/petroleum product spill response, per hour per company	250.00 + actual cost of supplies 400.00 plus supply cost
	7.4.-45	Malicious False Alarms, not addressed by, when responsible individual is identified	250.00 350.00
		Does not include system malfunction and "good intent" calls.	
	7.4.6	Repeated false alarms not addressed by responsible party	350.00
	7.4.7	Fire engine standby inside city limits.....	350.00
	7.4.8	Confined space rescue standby inside city limits	500.00
Section 10		Laboratory	
10.1 Water bacterial analysis			
	10.1.1	Colilert PA Total Coliform/E. Coli (SM 9223 B)	50.00 60.00
	10.1.3	Fecal Coliform MF mFC (SM 9222 D)	60.00 70.00
	10.1.4	Total Coliform/E. Coli Colilert MPN LT2 (SM 9223 B)	70.00 80.00
	10.1.5	Heterotrophic Count SimPlate method (SM 9215 E)	75.00 90.00
10.2	Biochemical Oxygen Demand (B.O.D. ₅) analysis (SM 5210 B)		80.00 95.00
Section 11		Library Services	
11.5	Overdue fees		
	11.5.1	All print, audio, digital, and film library materials, per item, per day (with a maximum of \$5.00 per item)	0.10 with a maximum of 5.00 per item
Section 12		Parks and Recreation	

		(Note: For activities including micro tournaments and clinics not listed, the Parks & Recreation Department will establish the activity/program fee. Youth includes ages 4-18; Adult 19-65; Senior 65+. Activity fees can be waived for parent volunteers for coaching and officiating. A sponsor can contribute to activity fees to reduce cost of person or group participants.) Promotional events may occur throughout the year that are not listed in the fee schedule when fees and events are approved by the City Manager.	
	12.1.2.3	Adult Recreation Volleyball (Student) Per Season Per Team	100.00
	12.1.2.34	Adult Recreation Volleyball Per Person	40.00
	12.1.2.45	Adult Recreation Women's Volleyball Per Person.....	25.00
	12.1.2.4.6	Adult Recreation Men's Volleyball Per Person	25.00
	12.1.3	Soccer	
	12.1.3.1	Adult Recreation Soccer Per Person Per Team	200.00
	12.1.3.2	Adult Recreation Soccer Per Person	25.00
	12.1.3.13	Youth Soccer Per Season (6 weeks) Per Person	40.00
	12.1.6.2	Adult Recreation Softball Per Season Per Person	25.00
Section 13		Police	
13.3	Vehicle Towing and Storage		
	13.3.1	Vehicle towing pursuant to Title 10.....	100.00 per day
	13.3.2	Vehicle storage pursuant to Title 10.....	5.00 per day

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager and Nova Javier, City Clerk

Date: June 11, 2020

Agenda Item: V.c. **Resolution No. 2020-16, Amending Section 9 (Harbor Fees) and Postponing the Implementation of the Scheduled Rate Increase for Six Months and Replacing Kodiak Tariff No. 12 by Adopting Port Of Kodiak Tariff No. 13**

SUMMARY: The City sets its fees, charges, and tariffs for various services by a resolution of the Council. It is important to review and adjust the fees, charges, and tariff schedule on a regular basis to ensure the City is receiving adequate revenues to provide services. These Harbor fees are presented in this separate resolution due to the postponement of the implementation effective January 1, 2021 per request of the Council.

Resolution No. 2020–16 provides necessary staff straight time and overtime adjustments, the fee schedule will remain the same at FY2020 rates through January 1, 2021, due to the coronavirus pandemic. There have been a few fees that have been rounded to the nearest cent for ease of harbor billing to comply with KCC 18.28.130 of two equal installments. The Port and Harbor tariff’s expired in 2019 and it is imperative that rates be established to maintain competitive rates to operate the Harbor’s piers, these tariffs have also been included in the resolution.

PREVIOUS COUNCIL ACTION: Council routinely reviews the schedule of fees, charges, and tariffs and provides changes. Here are some of the most recent changes:

- On September 10, 2015, Council adopted Resolution No. 2015–28 Adopting Port of Kodiak Tariff No. 12 to replace Port of Kodiak Tariff No. 11 subject to filing with the Federal Maritime Commission
- On January 12, 2017, Council adopted Resolution No. 2017–01 Amending Section 9, Harbor Fees of the Schedule of Fees, Charges, and Tariffs and Authorizing Implementation of a Five-Year Rate Structure
- Harbor fees were further amended by Resolution No. 2017–17 on June 22, 2017; Resolution No. 2018–07, on June 14, 2018; and Resolution No. 2019–10, on June 13, 2019.
- On October 22, 2019, Council reviewed the proposed tariff rates during a work session
- On May 12, 2020, Council reviewed suggested changes to the fee schedule and Harbor Tariff 13 and supported the changes

DISCUSSION: The tariff for the Port of Kodiak defines the rules, regulations and rates for wharfage, loading and unloading, demurrage, handling, services, facility charges and dockage at the Port of Kodiak municipal terminals, specifically Piers I, II, and III. Tariff No. 12 rates were in affect through end of calendar year 2019. The proposed Tariff No. 13 will supersede the current Tariff No. 12, adjusting the rates to meet current market conditions. Staff recommends moving forward Tariff No. 13 by resolution.

ALTERNATIVES: Council may adopt, amend, or not adopt Resolution No. 2020–16.

STAFF RECOMMENDATION: Staff recommends the adoption of Resolution No. 2020–16.

CITY MANAGER’S COMMENTS: These increases are in step with previous year’s subtle increases. There is some rounding to make for easier calculations on biannual payments. The largest increase is in the fresh water rates. The current harbor rates remain in place until December 31, 2020, when the new rates become effective. The Tariff No. 13 will become effective July 1, 2020.

ATTACHMENTS:

Attachment A: Resolution No. 2020–16

Attachment B: Port of Kodiak Tariff No. 13

PROPOSED MOTION:

Move to adopt Resolution No. 2020–16.

**CITY OF KODIAK
RESOLUTION NUMBER 2020-16**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AMENDING SECTION 9 (HARBOR) AND POSTPONING THE IMPLEMENTATION OF THE SCHEDULED RATE INCREASE FOR SIX MONTHS AND REPLACING KODIAK TARIFF NO. 12 BY ADOPTING PORT OF KODIAK TARIFF NO. 13

WHEREAS, on June 12, 2017, the Council adopted Resolution No. 2017-01, which amended section 9 (harbor) of the Schedule of Fees, Charges, and Tariffs and implemented a five-year rate structure; and

WHEREAS, at its February 27, 2020, regular meeting the Kodiak City Council approved its budget goals for FY2021, including annually reviewing and updating the Schedule of Fees, Charges, and Tariffs; and

WHEREAS, at its May 26, 2020, work session the Kodiak City Council voiced a consensus to postpone certain harbor fees as adopted in Resolution No. 2017-01 from July 1, 2020 through December 31, 2020, the rates will not be increased and the FY2020 rates will be maintained; and

WHEREAS, the Tariff for the Port of Kodiak defines the rules, regulations and rates for wharfage, loading and unloading, demurrage, handling, services, facility charges and dockage at Port of Kodiak municipal terminals, Piers I, II, and III; and

WHEREAS, the current Port of Kodiak Tariff No. 12 was adopted by Resolution No. 2015-28 and at its May 12, 2020 work session, the Kodiak City Council voiced a consensus in support of the draft Port of Kodiak Tariff No. 13; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that this resolution supersedes Resolution No. 2017-01 and previous resolutions amending Section 9 of the Schedule of Fees, Charges, and Tariffs.

BE IT FURTHER RESOLVED that the fee changes in Section 9 (as attached) and Port and Harbor Tariff 13 shall be effective July 1, 2020.

BE IT FURTHER RESOLVED that Port of Kodiak Tariff No. 13, which is attached hereto, is hereby adopted to replace and supersede Port of Kodiak Tariff No. 12.

BE IT FURTHER RESOLVED that the City Clerk is authorized to make the required changes to the Schedule of Fees and Charges as stated herein.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

Harbor Fee Schedule

July 1, 2020, through June 30, 2022

Section 9	Harbor <i>A day is defined as a calendar day, midnight to midnight or portion thereof.</i>	7/1/19/2020 FY2021 (2.8%)	7/1/2021 FY21 (2.8%)	7/1/2021 FY22 (2.8%)
	Increase per year:			
9.1	Disposal			
9.1.1	Drums, each 55 gallon	25.00	26.00	26.50
9.1.2	Containment boom, per foot, per day, plus labor	0.60	0.70	0.70
9.1.3	Sorbent pads and boom	<u>cost + 10%</u>	cost + 10%	cost + 10%
9.1.4	Petroleum products and bilge waste, per gallon			
9.1.4.1	Used oil	1.30	1.35	1.40
9.1.4.2.	Oily bilge water, vessels under 400 gross tons	3.00	3.00	3.00
9.1.4.3.	Oily bilge water, vessels over 400 gross tons	5.50	5.50	5.75
9.1.4.4.	Testing and other necessary services	<u>cost + 10%</u>	cost + 10%	cost + 10%
9.2	Dry Storage <i>No charge for fishing gear storage for the first three (3) days. Minimum charge is \$10.00 or per square foot fee, whichever is greater.</i>			
9.2.1	Daily, per square foot	0.05	0.05	0.05
9.2.2	Weekly, per square foot	0.15	0.15	0.16
9.2.3.	Monthly, per square foot	0.49	0.50	0.52
9.2.4	Annual, per square foot	1.50	1.60	1.60

Section 9	Harbor A day is defined as a calendar day, midnight to midnight or portion thereof.	7/1/19/2020	7/1/2021	7/1/2021
9.2.5	Impounded vessels: cost of labor, equipment, and storage	cost + 10%	cost + 10%	cost + 10%
9.3	Electric Service, temporary, per day			
9.3.1	120-volt single-phase or actual KWH cost, whichever is greater	19.00	19.00	20.00
9.3.2	208-volt single-phase or actual KWH cost, whichever is greater	44.00	45.00	46.50
9.3.3	208-volt three-phase or actual KWH cost, whichever is greater	50.00	51.50	53.00
9.3.4	Electric cord rental, per day			
	30-amp 120-volt twist lock cords	9.00	9.50	10.00
9.3.5	Electric plug rental, per day			
	30-amp twist lock GFI to 20-amp straight blade	7.00	7.00	7.00
	208 single phase to 30-amp twist lock	13.00	13.00	13.50
	208 three phase to 208 single phase	19.00	19.00	20.00
9.4	Tidal Grid, per foot, per tide	2.50	2.60	2.70
9.5	Services and equipment rental			
9.5.1	Backhoe/loader, with operator, per 1/2 hour	94.00	97.00	100.00
9.5.2	Fork Lift			
9.5.2.1	4-ton, with operator, per 1/2 hour	94.00	97.00	100.00
9.5.3	Labor and Materials			
9.5.3.1	City employees, straight time, per hour	81.50	84.00	86.00

Section 9	Harbor A day is defined as a calendar day, midnight to midnight or portion thereof.	7/1/19/2020	7/1/2021	7/1/2021
9.5.3.2	City employees, overtime, per hour	122.25	142.6.00	142.9.00
9.5.3.3	Non-City labor and miscellaneous materials	cost + 10%	cost + 10%	cost + 10%
9.5.4	Pumps			
9.5.4.1	Dewatering, electric, per day	38.00	40.00	40.00
9.5.4.2	Dewatering, electric, per week	150.00	153.00	156.00
9.5.4.3	Dewatering, electric, per month	376.00	386.00	397.00
9.5.4.4	Dewatering gasoline, per day	63.00	65.00	66.00
9.5.4.5	Sewage, vessel or RV pump-out, per use	13.00	13.00	14.00
9.5.5	Tanker, used oil, with operator, per hour	163.00	168.00	172.00
9.5.6	Vessel, with operator, per hour	136.00	143.00	150.00
9.6	Dockage for commercial fishing vessels at piers and docks (all other vessels charged per port tariff)			
9.6.1	• Vessels 80' and under	1.90	1.95	2.00
9.6.2	• Vessels 81' and over	2.20	2.25	2.30
	• Includes Dock 1, Oscar's Dock, Piers 1, 2, & 3. • Dockage fees shall be equal to the vessel's daily moorage rate, or the per foot rate, whichever is greater. Vessels with exclusive moorage, and vessels which have paid their annual daily moorage ceiling, receive the first day free. Dockage fees do not apply to the moorage ceiling.			
9.7	Moorage, exclusive, annual • Exclusive moorage means a permanently assigned slip for a specific vessel. Moorage is calculated depending upon vessel length. Length x rate per linear foot. • Length = length of vessel, including all fixed protuberances or length of slip, whichever is greater. • Vessels moored at posted restricted areas in excess of the allotted time shall incur a moorage charge at double the daily rate, until the vessel has departed. • 20% surcharge for vessels wider than 80% of the slip water space • 50% surcharge for vessels wider than 100% of the slip water space			
9.7.1	0 to 20 feet	37.60	38.656	39.734

Section 9	Harbor A day is defined as a calendar day, midnight to midnight or portion thereof.	7/1/1920	7/1/2021	7/1/2021
9.7.2	21 to 30 feet			
9.7.3	31 to 40 feet	37.60	38.656	39.734
9.7.4	41 to 60 feet	37.60	38.656	39.734
9.7.5	61 to 80 feet	51.36	52.7980	54.278
9.7.6	81 to 100 feet	76.40	78.54	80.74
9.7.7	101 to 120 feet	89.54	92.056	94.634
9.7.8	121 to 150 feet	102.70	105.578	108.534
9.7.9	151 feet +	111.46	114.58	117.7980
9.8	Moorage, open/daily <ul style="list-style-type: none"> Daily moorage shall stop accruing when an amount equal to 100% of the annual exclusive moorage has been reached. Vessels moored at posted restricted areas in excess of the allotted time shall incur a moorage charge at double the daily rate, until the vessel has departed. Vessels under 21' receive one free day per month at designated areas only, on first-come, first-served basis. 	1/60 of the annual moorage rate 125.24	1/60 of the annual moorage rate 128.74	1/60 of the annual moorage rate 132.356
9.9	Parking			
9.9.1	Trailers at designated long-term parking areas			
9.9.1.1	Daily	7.00	7.00	7.00
9.9.1.2	Monthly	94.00	96.70	100.00
9.9.2	Permit parking for harbor customers in designated 30-day lots adjacent to the harbors, per day <ul style="list-style-type: none"> Permits available to vessel slip holders and paid up transient vehicles only. Except that permits may be sold to the general public in the 30-day lot north of Ramp 1, St. Herman Harbor. 	1.00	1.00	1.00
9.10	Gravel ramp use at SHH and SPH			
9.10.1	Aircraft, per launch or retrieval	94.00	97.00	100.00

Section 9	Harbor	7/1/1920	7/1/201	7/1/21
9.10.2	A day is defined as a calendar day, midnight to midnight or portion thereof. Vessels under 76 feet in length, per foot, per tide		1.30	1.40
9.10.3	Vessels 76 feet and longer, per foot, per tide	1.30	1.90	2.00
9.10.4	Annual usage fee (must be paid in advance)	2505.00	2575.00	2647.00
9.11	Waiting list, per year	31.50	32.00	33.00
9.12	Launch ramp (exclusive slip holders and personal pleasure boats of persons sixty-five years of age or older are exempt)			
9.12.1	Daily	10.00	10.00	10.00
9.12.2	Annual	126.00	129.00	132.50
9.13	Slip transfer fee, per vessel	19.00	19.00	20.00
9.14	Account sent to collections			
9.15	Sewage disposal at Pier II, per day (dockage charged separately)	125.00	130.00	132.00
9.17.16.1	City Employee, straight time	94.00	97.00	100.00
9.17.16.2	City Employee, overtime	\$81.50/hr	\$122.25/hr	
9.9.2	Permit parking for harbor customers in designated 30-day lots adjacent to the harbors, per day <ul style="list-style-type: none"> Permits available to vessels slip holders and paid up transient vehicles only. Except that permits may be sold to the general public in the 30-day lot north of Ramp 1, St. Herman Harbor. 	1.00		

PORT OF KODIAK

TERMINALS TARIFF NO. 13

(Cancels and replaces Terminals Tariff No. 12)

ITEM 1 **TITLE PAGE**

NOTICE

The electronic form of the Terminals Tariff will govern in the event of any conflict with any paper form of the Terminals Tariff. If you have printed an older version of this tariff, you need to print this version in its entirety.

Naming: Rules, Regulations and Rates for

**Wharfage, Loading and Unloading, Wharf Demurrage,
Handling, Service and Facilities Charge, Dockage and
Other Services at:**

**The Port of Kodiak Municipal Terminals located at
Kodiak, Alaska**

ISSUING AGENT:

Monte Anderson, Port and Harbor Interim Director
Telephone (907) 486-8080
FAX (907) 486-8090
E-mail manderson@city.kodiak.ak.us

Issued by:
City of Kodiak City Council
710 Mill Bay Road
Kodiak, Alaska 99615

ITEM 2
TABLE OF CONTENTS

SUBJECT

	ITEM
<u>Title Page and Issuing Agent</u>	<u>1</u>
<u>Table of Contents</u>	<u>2</u>
<u>General Index</u>	<u>3</u>
<u>Abbreviations</u>	<u>4</u>
<u>Metric Conversions</u>	<u>5</u>
<u>Commodity Index</u>	<u>6</u>

	SECTION
<u>General Rules and Regulations</u>	<u>Section 1</u>
<u>Commodity Rules, Explanations and Rates</u>	<u>Section 2</u>
<u>Miscellaneous Charges.....</u>	<u>Section 3</u>

ITEM 3
GENERAL INDEX

ITEM

SECTION ONE – GENERAL RULES AND REGULATIONS

<u>Limits of Liability.....</u>	<u>100</u>
<u>Application of Tariff</u>	<u>101</u>
<u>Notice to Public</u>	<u>101(A)</u>
<u>Use of Facilities, Deemed Acceptance</u>	<u>101(B)</u>
<u>Rates Subject to Change</u>	<u>101(C)</u>
<u>Tariff Effective</u>	<u>101(D)</u>
<u>Liability for Damage</u>	<u>101(E)</u>
<u>Rights of Operation and Agreement Reserved</u>	<u>102</u>
<u>Rights of Agreement Reserved</u>	<u>102(A)</u>
<u>Labor Emergency.....</u>	<u>102(B)</u>
<u>Responsibility.....</u>	<u>103</u>
<u>Responsibility for Loss, Damage or Delays</u>	<u>103(A)</u>
<u>Liability for Damages and/or Injury</u>	<u>103(B)</u>
<u>Due Diligence</u>	<u>103(C)</u>
<u>Shippers Requests and Complaints</u>	<u>104</u>
<u>Acceptance, Retention and Delivery of Freight.....</u>	<u>105</u>
<u>Right to Refuse Freight</u>	<u>105(A)</u>
<u>Right to Remove, Repile, Transfer or Warehouse Freight</u>	<u>105(B)</u>
<u>Right to Withhold Delivery of Freight.....</u>	<u>105(C)</u>
<u>Right to Sell Freight</u>	<u>105(D)</u>
<u>Explosives and Inflammables.....</u>	<u>105(E)</u>
<u>Freight Owner’s Risk.....</u>	<u>105(F)</u>
<u>Receipt or Delivery of Freight During Other Than Regular Working Hours</u>	<u>106</u>

<u>Collection and Guarantee of Charges and Vessel Berth Reservation</u>	<u>107</u>
<u>Application for Vessel Berth Reservation</u>	<u>107(A)</u>
<u>Supplement to Application for Vessel Berth Reservation.....</u>	<u>107(B)</u>
<u>Conditions of Vessel Berth Reservation</u>	<u>107(C)</u>
<u>Demurrage, Delays and Waiver of Charges</u>	<u>108</u>
<u>Demurrage – Transports or Vessels.....</u>	<u>108(A)</u>
<u>Delays, Waiver of Charges.....</u>	<u>108(B)</u>
<u>Berth Assignments.....</u>	<u>109</u>
<u>Vessels Required to Obtain Assignments</u>	<u>109(A)</u>
<u>Berth Assignments Conditional</u>	<u>109(B)</u>
<u>Vessels Required to Move</u>	<u>110</u>
<u>Orders to Vacate Berth</u>	<u>110(A)</u>
<u>Manifests Required of Vessels.....</u>	<u>111</u>
<u>Application of Rates.....</u>	<u>112</u>
<u>General Application of Rates.....</u>	<u>112(A)</u>

Specific Commodity Rates Prevail	112(B)
Classification of Traffic.....	113
Coastwise Traffic	113(A)
Inter-Coastal Trade	113(B)
Inter-Alaskan Trade	113(C)
Foreign and Non-Contiguous Traffic	113(D)
Insurance	114
Port Facilities	115
Stevedore Access to and Operations on Property of the Port.....	116
Agreements	116(A)
Care in the Performance of Operations	116(B)
Compliance with Fire and Safety Precautions	116(C)
Stevedore and Port Independent Contractors	116(D)
Stevedore Shall Insure Efficient and Expeditious Vessel Work	116(E)
Stevedore Warranty	116(F)
Indemnity	116(G)
Insurance	116(H)
Stevedore Responsibility.....	116(I)
Equipment Provided by Stevedores	117
Vessel Oily Waste or Garbage Disposal	118
Storage, Staging and Assembling of Non-Cargo Equipment and Materials...	119

SECTION TWO – COMMODITY RULES, EXPLANATIONS AND RATES

Wharfage	201
Wharfage Defined.....	201(A)
Wharfage on Direct Transfer Freight.....	201(B)
Exceptions	201(C)
Loading and Unloading	202
Loading and Unloading Defined	202(A)
Handling.....	203
Handling Defined	203(A)
Wharf Demurrage	204
Wharf Demurrage Defined	204(A)
Computing Wharf Demurrage	204(B)
Wharf Demurrage Rates	205
Free Time	206
Free Time Defined	206(A)
Computing Free Time Exclusions.....	206(B)
Extent of Free Time by Traffic Classifications	206(C)
Commodities Allowed No Free Time	206(D)
Wharfage Rates	207
Minimum Wharfage.....	207(A)

SECTION THREE – MISCELLANEOUS CHARGES

Dockage Rules.....	301
Dockage Defined	301(A)
Dockage Period	301(B)
Basis for Computing Charges	301(C)
Control of Vessels Not Loading or Discharging	301(D)
Vessels on Lay Status.....	301(E)

<u>Free Dockage</u>	<u>301(F)</u>
<u>Dockage and Barge Mooring Rates</u>	<u>302</u>
<u>Dockage Rates</u>	<u>302(A)</u>
<u>Fishing Vessel and Local Freight Craft Mooring Rates.....</u>	<u>302(B)</u>
<u>Fresh Water for Vessels.....</u>	<u>303</u>
<u>Repairs of Damages and Alterations.....</u>	<u>304</u>
<u>Passenger Vessel Fee.....</u>	<u>305</u>
<u>Tonnage Fee</u>	<u>305(A)</u>
<u>Lightering Fee</u>	<u>305(B)</u>
<u>Security Fee.....</u>	<u>306</u>

ITEM 4
ABBREVIATIONS

\$	Dollars
%	Per Centum
BBL	Barrel
BM	Board Measure
Cu. Ft.	Cubic Foot or Feet
Cu. T.	Cubic Ton (40 Cu. Ft.)
FMC	Federal Maritime Commission
ft.	Foot
Hdlg.	Handling
KD	Knock Down
Lbs.	Pounds
Ldg.	Loading
LOA	Length-over-all
M	Thousand
Meas.	Measurement
Misc.	Miscellaneous
NOS	Not Otherwise Specified
Sec.	Section
Stor.	Storage
SU	Set Up
Sq. Ft.	Square Foot
Unl.	Unloading
Viz.	Specifically
Wfg.	Wharfage
Wt.	Weight

Reference Marks	
ABB/ REF	Explanation
[A]	Addition/New
[C]	Change
[D]	Cancel/Eliminated
[I]	Increase
[NC]	No Change
[R]	Reduction/Decrease
%	Percent

ITEM 5
METRIC CONVERSIONS

Metric Conversion factors to be employed in determination of charges assessed under this tariff are as follows:

<u>Measure</u>	<u>Metric Equivalent</u>
1 lb.	0.4536 Kilogram
1 Ton of 2000 lbs.	907.2 Kilogram
1 Inch	2.54 Centimeter
1 Foot	0.3048 Meters
1 Yard	0.9144 Meters
1 Cubic Foot	0.02272 Cubic Meters
40 Cubic Feet	113.27 Cubic Meters

<u>Measure</u>	<u>English Equivalent</u>
1 Kilogram	2.2046 lbs.
1000 Kilograms	2204.6 lbs. or 1.1023 Short Tons
1 Centimeter	0.3937 inches
1 Meter	39.37 inches
1 Cubic Meter	35.314 Cubic Feet

Metric Conversion Table

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>
Metric Tons	Short Tons	Short Tons by 0.907
Short Tons	Metric Tons	Metric Tons by 1.102
Metric Tons	Long Tons	Long Tons by 1.016
Long Tons	Metric Tons	Metric Tons by 0.984
Kilograms	Pounds	Pounds by 0.4536
Pounds	Kilograms	Kilograms by 2.2046
Cubic Meters	Measurement Tons (40 cubic feet)	Measurement Tons by 1.133
Measurement Tons (40 cubic feet)	Cubic Meters	Cubic Meters by 0.883
Cubic Meters	MFBMs (ft. BM in thousands)	MFBMs by 2.36
MFBMs (ft. BM in thousands)	Cubic Meters	Cubic Meters by 0.424

ITEM 6
COMMODITY INDEX

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

ITEM

A

No commodities listed

B

No commodities listed

C

No commodities listed

D

No commodities listed

E

No commodities listed

F

No commodities listed

G

[General Cargo NOS - Wharfage.....210](#)

H

[Hazardous – Contaminated Materials - Wharfage212](#)

I

No commodities listed

J

No commodities listed

K

No commodities listed

L

No commodities listed

M

No commodities listed

N

No commodities listed

O

No commodities listed

P

[Petroleum Products, Inbound - Wharfage.....213](#)

[Petroleum Products, Outbound - Wharfage214](#)

Q

No commodities listed

R

[Rock - Wharfage.....211](#)

S

No commodities listed

T

No commodities listed

U

No commodities listed

V

No commodities listed

W

No commodities listed

X

No commodities listed

Y

No commodities listed

Z

No commodities listed

Return to top of [COMMODITY INDEX](#)

SECTION ONE – GENERAL RULES AND REGULATIONS

ITEM 100 [A] **LIMITS OF LIABILITY**

No provision contained in this tariff shall limit or relieve the Port of Kodiak from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the Port of Kodiak from liability for its own negligence.

ITEM 101 [A] **APPLICATION OF TARIFF**

(A) NOTICE TO PUBLIC

This tariff is published and filed as required by law and is, therefore, notice that the rates, rules and charges apply to all traffic without specific notice, quotation or arrangement.

(B) USE OF FACILITIES, DEEMED ACCEPTANCE

Use of wharves or facilities shall be deemed an acceptance of this tariff and the terms and conditions named herein.

(C) RATES SUBJECT TO CHANGE

The rates named in this tariff are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestion, or other causes not reasonably within the control of the Port of Kodiak resulting in an increased cost of service, the rates are subject to change, on or after effective date filed with the Federal Maritime Commission.

(D) TARIFF EFFECTIVE

The rates, charges, rules and regulations named in this tariff additions, revisions or supplements thereto, shall apply on all freight received at the terminal on or after effective date of this tariff or effective dates of additions, revisions or supplements thereto, provided, however, that when terminal charges have been prepaid at point of origin, at the terminal tariff rates in effect on date of shipping, such rates prevail even though the shipment is received at destination after effective date of the new tariff, revisions or supplements. Unless otherwise specified, all transit freight received at the terminal and undelivered prior to effective dates of tariff, revisions or supplements thereto, shall be charged the rates in effect on the date such freight was received until entire lot or shipment has been withdrawn. Rates are applied based on the fiscal year for the City of Kodiak which is July 1 to June 30.

(E) LIABILITY FOR DAMAGE

The vessel assumes liability for damage caused to port facilities by the vessel. Should unusual structures exist, it is the vessel's responsibility to make the necessary arrangements to protect the dock against damage by them.

ITEM 102
RIGHTS OF OPERATION AND AGREEMENT RESERVED

(A) RIGHT OF AGREEMENT RESERVED

Right is reserved by the Port of Kodiak to enter into agreements with carriers, shippers, consignees and/or their agents concerning rates and services providing such agreements are consistent with existing local, state and federal law governing the civil and business relation of all parties concerned.

(B) LABOR EMERGENCY [A]

When by reason of strike, boycott, walkout or other condition affecting longshore labor supply or port ability to permit, necessary functions of labor in connection with the receipt and delivery of cargo on a port wide basis, the Port and Harbor Director may declare a period of "Labor Emergency" to exist.

During the period of Labor Emergency, the duration of which shall be fixed by the Port and Harbor Director in recognition of the nature of the emergency encountered, the congestion of facilities, duration of labor disruption, accumulation of cargo involved and other similar factors, Free Time (See [ITEM 206](#)) may be extended, Demurrage Charges (See [ITEM 108](#)) may be waived. Subject to Notes 1, 2 and 3.

Note 1: The duration of the Labor Emergency in no case may exceed a period concurrent with the period of actual work stoppage and five work days after.

Note 2: Cargo of Free Time shall obtain an extension of that Free Time period equal to the duration of the Labor Emergency.

Note 3: Cargo on Demurrage at the onset of the period of Labor Emergency shall be relieved of the payment of demurrage charges during the period of Labor Emergency and shall instead be assessed Storage Charges for that period. Demurrage status shall be restored with the expiration of the Labor Emergency.

ITEM 103
RESPONSIBILITY

(A) RESPONSIBILITY FOR LOSS, DAMAGE OR DELAYS [A]

The Port of Kodiak will not be responsible for any loss or damage, caused by fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay, animals, rats, mice or other rodents, moths, weevils, or other insects, leakage or discharge from sprinkler fire protection systems, collapse of building or equipment, or by floats, logs or piling required in breasting vessels away from wharf; nor will it be liable for any loss, damage or delay arising from insufficient notification or from war, insurrection, shortage of labor, combination, riots, or strikes or any persons in its employ or in the service of others or for any consequences arising there from, except to the extent that any of the aforesaid loss or damage results from grossly negligent acts or omission of the Port, its employees or agents, (Subject to [ITEM 100](#) herein.)

(B) LIABILITY FOR DAMAGES AND/OR INJURY [A]

If and when others than the Port of Kodiak are permitted to perform services on the wharves or premises of the terminal company, they shall be liable for the injury of persons in their employ and shall also be held accountable for malicious acts or thefts by themselves or persons in their employ.

The provisions of this item are applicable to all persons, corporations, associations and the like who in any manner come upon or use the terminal facilities, except to agents or employees of the Port. All such person, corporations, associations and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of, any person or persons, which may be caused or occasioned by any act or omission of such persons or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify Port of Kodiak for any such loss or damage to persons or property for which a claim is or may be made against the Port, and all such persons shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including, but not limited to, court costs, experts fees and attorneys fees.

The indemnification, hold harmless, and non-liability provisions of this section do not apply to losses, damages, or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omission of the Port, its employees or agents.

(C) DUE DILIGENCE [A]

The Port will not be responsible for any loss damage or delay of merchandise which may arise from any cause beyond its direct authority and control, nor for any cause except for want of due diligence of the Port. (Subject to [ITEM 100](#) herein.)

ITEM 104 [A]
SHIPPERS REQUESTS AND COMPLAINTS

Any interested party may initiate requests or complaints on matters relating to rates, charges, rules and regulations contained in this tariff by filing a statement fully documenting the request or complaint with the City of Kodiak Port and Harbor Director, 710 Mill Bay Road, Kodiak, Alaska 99615.

ITEM 105
ACCEPTANCE, RETENTION AND DELIVERY OF FREIGHT

(A) RIGHT TO REFUSE FREIGHT

Right is reserved by the Port of Kodiak, without responsibility for demurrage, loss or damage, to refuse to accept, receive or unload or to permit vessels to discharge freight. Freight deemed offensive, perishable, or hazardous, or freight not packed in containers suitable to standing ordinary handling incident to its transportation can also be refused under these provisions.

(B) RIGHT TO REMOVE, REPILE, TRANSFER OR WAREHOUSE FREIGHT

Hazardous or offensive freight which, by its nature, is liable to damage other freight, is subject to immediate removal from the wharf and/or wharf premises with all expense and risk of loss or damage for the account of owner, shipper or consignee.

Freight remaining on wharf or wharf premises after expiration of "Free Time", as defined herein, and freight shut out at clearance of vessel may be piled or repiled to make space, transferred to other locations or receptacles within the wharf premises, or removed to a public or private warehouse. All expenses and risks of loss and damages are the responsibility of the owner, shipper, consignee, and/or carrier. (Subject to [ITEM 100](#) herein.)

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved to withhold delivery of freight until all accrued charges and advances against said freight have been paid in full.

(D) RIGHT TO SELL FREIGHT

Freight on which unpaid terminal charges have been accrued may be sold to satisfy such charges and costs. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sale without advertising, provided owner has been given reasonable notice to pay charges and to remove said freight and has neglected or failed to comply.

(E) EXPLOSIVES AND INFLAMMABLES

Explosives and hazardous or highly inflammable commodities or material may only be handled over, or received on, the facilities of the Port of Kodiak with written consent by

and special arrangement with, and at the option of the Port of Kodiak and subject to Federal, State and City rules and regulations.

(F) FREIGHT AT OWNER’S RISK

Owner, shipper, consignee, and carrier shall assume all risk of loss or damage to glass, liquids and fragile articles, freight on open ground or open wharf, log or lumber rafts, and all water craft, if and when permitted by terminal operator to be moored in slips, at moorage dolphins, at wharves, or alongside vessels. (Subject to [ITEM 100](#) herein.)

ITEM 106
RECEIPT OR DELIVERY OF FREIGHT DURING OTHER THAN REGULAR WORKING HOURS

Unless otherwise excepted, prior arrangements must be made with the Port of Kodiak when freight is to be received from, or delivered to, trucks, drays or water carriers on Saturdays, Sundays, holidays or during hours when, under working rules governing labor, the payment of overtime to checkers is necessitated.

The current holidays for the ILWU in Kodiak are: [C]

Holiday	<u>ILWU Work Rules</u>
New Year	No work
Martin Luther King Day	OT
Lincoln Birthday	OT
President’s Day	OT
Seward’s Day	OT
<u>Cesar Chavez Day</u>	<u>OT</u>
Memorial Day	POT
July 4th	OT
<u>Bloody Thursday</u>	<u>POT</u>
<u>Harry Bridges Day</u>	<u>OT</u>
Labor Day	POT
Alaska Day	OT
Veteran’s Day	POT
Thanksgiving	No Work
Christmas	No Work

Note: Dates shown are for calendar year 2020; some holidays are not based on a specific day of the year (e.g., Martin Luther King Day is a federal holiday held on the third Monday of January); On no-work days, ILWU personnel will not work a ship but they will tie up a ship. No work holidays start at 1500 the day before and end at 0700 the day after. OT refers to over time, which is paid at time and one half of prevailing wage. If a holiday falls on a Saturday then Friday is the paid holiday. If it falls on a Sunday then Monday is the paid holiday. POT refers to Penalty Overtime, which is charged at time and a half of the overtime rate. 2.25 times prevailing wage.

ITEM 107
COLLECTION AND GUARANTEE OF CHARGES AND VESSEL BERTH RESERVATION
[A]

Use of Port facilities or service is conditioned upon satisfactory assurance to the Port by the customer that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or service, has established credit worthiness acceptable to the Port, and has been relieved of cash payment requirement by the Port.

The Port may require payment of charges in advance, as follows:

1. By the vessel, its owners or agents before vessel is assigned a berth and commences its loading or unloading operations. (Conditions, imposed by the Port, for waiver of cash in advance requirements, are specified in "Conditions of Berth Reservation" - which is incorporated into this tariff under [ITEM 107\(C\)](#))
2. By the owner, shipper, or consignee before cargo leaves the custody of the terminal.
3. For all charges on perishable cargo or cargo of doubtful value and household goods.

All estimates of Port charges are subject to approval and/or adjustment by the Port.

ITEM 107(A)

PORT OF KODIAK				
APPLICATION FOR VESSEL BERTH RESERVATION (See Notes and Conditions)				
Reservation of a Berth is Requested at the Port of Kodiak				
				Date
Vessel	Voyage No.	LOA	ETA	ETD
Vessel Owner/Line	Berth Desired			
Vessel Charterer				
To Load (Commodity Type and Amount)		To Discharge (Commodity Type and Amount)		
Terms of Affreightment		Terms of Affreightment		
Agency Firm		Authorized Individual		

Application for reservation of vessel berth and vessel berthing is subject to Regulations, Rules and Terms of the Port tariff and to the timely filing of the Statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

FOR PORT USE ONLY	
Application Received By:	Time/Date:
Application Approved By:	Time/Date:
Berth Assigned	Vessel ETA:
Special Crane or Cargo Handling Equipment Required:	

ITEM 107(B)

PORT OF KODIAK SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION				Date
Vessel	Voyage No.	LOA	ETA	ETD
Vessel Owner/Line	Berth Desired			
Vessel Charterer				
To Load (Commodity Type and Amount)		To Discharge (Commodity Type and Amount)		
Terms of Affreightment		Terms of Affreightment		
Agency Firm		Authorized Individual		

Note: Separate submissions of this document are required when the vessel affreightment for part of the cargo differs from the terms of the affreightment for any other part of the cargo.

Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	For Port/Dock Operator Use
1. Dockage			
2. Wharfage			
3. Service and Facility Charge			
4. Handling			
5. Misc. (Water, Electricity, Etc.)			
6. Security Fee			

Total Estimated Charges _____

Pursuant to the instructions set forth in Conditions of Berth Reservation, the undersigned hereby seeks the arrangement of berthing facilities on behalf of the above-named vessels, and attests to the accuracy of the information provided to the extent set forth in Paragraph C.

Date	(Berth Agent)	(As Agent Only)
------	---------------	-----------------

Acceptance of Financially Responsibility for Payment

In connection with the Application for Vessel Berth Reservations dated _____, 20____ the undersigned hereby accepts responsibility, on its own behalf, for payment of the port charges listed under the line items as designated below which correspond with those designated in the above Supplement to Application for Vessel Berth Reservation, in a maximum amount not to exceed 125 percent (125%) of the aggregate estimated dollar amount shown above for the relevant line items, or 125 percent (125%) of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing, in which latter case a copy of such writing is physically attached hereto.

Category of Port charges Line item(s) No.	For Port/Dock Operator Use
(Name of Company) _____	(Authorized Signature) _____
Category of Port charges Line item(s) No.	
(Name of Company) _____	(Authorized Signature) _____
Category of Port charges Line item(s) No.	
(Name of Company) _____	(Authorized Signature) _____

Note: Pursuant to Port of Kodiak Tariff Rule No. 108, in all instances where the "Party Responsible for Payment" listed above has not established credit worthiness with the Port and where responsibility for port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.

ITEM 107(C)

**PORT OF KODIAK
CONDITIONS OF VESSEL BERTH RESERVATION**

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies, Inc., et al v. Port of Anacortes, et al and Tariff Rule 108 in the Port of Kodiak Terminals Tariff No. 13, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown on the Supplement To Application for Vessel Berth Reservation, completed in accordance with and otherwise governed by, the terms and conditions set forth below:

- A. Except where and to the extent waived pursuant to paragraph B below, terms of payment for all acceptable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable port charges, shall be promptly refunded by the Port to the party posting same.
- B. The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 - 1. That party responsible has established credit worthiness acceptable to the Port; or
 - 2. Adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 - 3. The agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges.
- C. The vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as part of the berth reservation process, provide to the extent of his knowledge all information called for on the Supplement to Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges, as enumerated, and party responsible for thereof. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; **and the berthing agent shall be held personally liable to the Port** for any financial loss suffered by the Port as a result of the agent's failure so to report accurately.
- D. Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known the Port, it shall immediately notify the Port and, as if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
- E. All estimates of port charges are subject to approval and/or adjustment by the Port.
- F. The Port shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- G. In addition to the terms for berth reservation and establishment of financial responsibility set forth herein, requests for berth reservations and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

ITEM 108
DEMURRAGE, DELAYS AND WAIVER OF CHARGES

(A) DEMURRAGE – TRANSPORTS OR VESSELS [A]

In furnishing the service of ordering, billing out, loading or unloading trucks, or of handling to and from vessels, no responsibility for any demurrage whatsoever on either trucks or vessels will be assumed by the Port of Kodiak. (Subject to [ITEM 100](#) herein)

(B) DELAYS, WAIVER OF CHARGES [C]

Delays in loading, receiving, delivering, or handling freight arising from combinations, riots, or strikes of any persons in the employ of the Port of Kodiak or in the services of other or arising from any other cause not reasonably within control of the Port of Kodiak, will not entitle the owners, shippers, consignees, or carriers of the freight to waiver of wharf demurrage or any other terminal charges or expenses that may be incurred.

ITEM 109
BERTH ASSIGNMENTS

(A) VESSELS REQUIRED TO OBTAIN ASSIGNMENTS [C]

No vessel will be permitted to berth at a facility of the Port of Kodiak without having first made assignment and without such an assignment having been granted. Applications for berth assignment must specify arrival and departure times and dates and the nature and quantity of the freight to be loaded or discharged.

(B) BERTH ASSIGNMENT CONDITIONAL [C]

Berth assignments made by the Port of Kodiak are subject to alteration and revocation in the following conditions:

1. Any vessel assigned a berth for any other purpose than to load or discharge cargo may be ordered to vacate such berth when the Port, at its sole discretion, determines the berth is required for the use of a vessel desiring to load or discharge cargo.
2. Any vessel on berth to load or discharge cargo which, for any reason, experiences a delay in such operations may be ordered to vacate the berth when the Port, at its sole discretion, determines congestion or excessive operational cost is threatened by reason of delay and may be reduced or avoided by the use of the berth of another vessel which is capable of cargo loading or discharge at the berth.
3. Preferential Use Agreements: The Port of Kodiak reserves the right to enter into preferential use agreements subject to City Council approval. Interference with preferential use agreements is not allowed. Preferential use agreements are as follows:
 - Pier 1: Alaska Marine Highway System, Petro Marine Services
 - Pier 2: National Oceanographic and Atmospheric Administration, Petro Star Inc.
 - Pier 3: Matson Navigation Company

4. Whenever the Port deems a danger of congestion exists any vessel on berth may be required to work cargo around-the-clock or at overtime expense. Should any vessel refuse to comply the Port may order the vessel to vacate the berth.

ITEM 110
VESSELS REQUIRED TO MOVE

(A) ORDERS TO VACATE BERTH [C]

Vessels may occupy a berth, subject to charges named in Item 109, providing such vessel shall vacate the berth upon demand by the Port. Vessels refusing to vacate berth on demand may be moved by tug or otherwise and any expenses, including damages to other vessels, or to wharf structures during such removal, shall be charged to the moved vessel. Vessel at berth engaged in loading or discharging cargo may be required to work overtime at the discretion of the Port. Overtime differentials shall be added to the account of the vessel's owner, agents, or operators.

Whenever an order to vacate a berth is made by the Port under these rules and the order is not complied with in the time specified in the order, the Port may assess a penalty dockage rate of \$500.00 per hour for each hour the vessel remains on berth after such order has been issued.

ITEM 111
MANIFESTS REQUIRED OF VESSELS [C]

Masters, owners, agents or operator of vessels are required to furnish the Port of Kodiak with complete copies of vessel manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the facilities of the Port of Kodiak. Such manifests must also designate the basis of the weight or measurement on which ocean freight was assessed. In lieu of manifests, certified lists of copies of "boat notes" or mates' receipts containing all information as required above may be accepted.

ITEM 112
APPLICATION OF RATES

(A) GENERAL APPLICATION OF RATES

Unless specifically provided for otherwise, rate names in this tariff are in dollars and cents per short ton, barrel, or gallon, according to vessel manifest or lading covering shipment when not in connection with vessel. 1,000 kilograms equals 1 metric ton, which has 2,204.6 pounds. A short ton is 2,000 pounds. To determine the number of short tons, divide metric tons by 0.9072.

(B) SPECIFIC COMMODITY RATES PREVAIL [A]

Unless otherwise excepted, rates provided for specific commodities will prevail over NOS rates or general commodity rates.

ITEM 113

CLASSIFICATION OF TRAFFIC [A]

Vessels, the trade routes on which they operate, and the cargo which they handle are classified below for the purpose of applying the provisions of this tariff. Unless otherwise specified, cargo received from a vessel in one trade route and transshipped on a vessel in another trade route shall be subject to the rates, conditions, and exceptions governing the respective trade route classifications whether or not such cargo is moving on through rates and/or through bills of lading:

(A) COASTWISE TRAFFIC

All traffic between West Coast ports of the United States and Alaska.

(B) INTER-COASTAL TRADE

All traffic between ports of the United States, other than West Coast ports, and Alaska.

(C) INTER-ALASKAN TRADE

Traffic between points in Alaska.

(D) FOREIGN AND NON-CONTIGUOUS TRAFFIC

All cargo shipped from or destined to any point not within the limits of the contiguous boundaries of the U.S.A.

ITEM 114

INSURANCE [C]

No insurance is included in the rates named in this tariff. The Port of Kodiak shall be under no obligation to provide any insurance of any type for any vessel, cargo, or liability arising out of the use of Port facilities. If the Port of Kodiak does acquire any such insurance, the charges for that insurance shall be in addition to the fees described in this tariff.

ITEM 115
PORT FACILITIES [A]

The Port of Kodiak has three multi-use facilities.

- Pier I – Ferry Dock [230' x 42', 26.6' (MLLW)]
Uses: Ferry terminal, Petro Marine bulk fuel facility, and general use for mooring, loading, unloading of fishing and other types of vessels. No welding or open flames permitted at Pier1 without prior authorization from Port and Harbormaster.
Services: Water, bulk fuel
Stevedoring services can be provided by a qualified stevedore.
- Pier II – City Dock [1050' x 64', 38' (MLLW)]
Use: loading/unloading of commercial freight, cruise ships, government vessels, gear work area, moorage for fishing vessels.
Services: water, sewage discharge, outside storage, warehouse
Stevedoring services must be provided by a qualified stevedore.
- Pier III – Cargo Terminal: 330' x 110' (940' ' Bollard to Bollard). 38' @ MLLW. Uses: container services/general cargo, 100 gauge container lift
Stevedoring services are provided exclusively by Matson Navigation Co.

ITEM 116
STEVEDORE ACCESS TO AND OPERATIONS ON PROPERTY OF THE PORT

(A) AGREEMENTS [C]

Notice is hereby given that the Port of Kodiak reserves the right to enter into stevedoring agreements or terminal operation contracts with such party or parties as it may select, which agreements or contracts may require users of the Port of Kodiak to procure stevedoring services only through the party or operator selected by the City. Any such parties or operators will operate within the rules, regulations, and rates defined in the Port of Kodiak Tariff.

Commercial carriers must use stevedore services at all port facilities except Pier 1. Unless services are requested, the following vessels are exempt from using stevedore services: vessels of the Alaska Marine Highway System, vessels in port at the invitation of the City for special occasions where the ship will be open to the public, U.S. flagged government vessels, including university research vessels, and vessels seeking fuel or other services from Harbor Enterprises dba Petro Marine Services and North Pacific Fuel aka Petro Star and vessels engaged in construction projects for the port of Kodiak. Commercial fishing vessels, catcher-processors and fish processors, and cargo vessels under 300' are also exempt, unless loading or unloading commercial freight or hazardous materials. For this purpose, commercial freight means cargo transported on a vessel under a bill of lading.

For the purpose of this rule, stevedoring services include, but are not limited to line handling, the loading/unloading of cargo between a ship and the point of rest, loading/unloading cargo or baggage to/from trucks or other means of land conveyance

to/from the terminal facility, and accessorial services pertinent thereto, including line handling.

A current list of Terminal Use Permit Holders is available on request from the Port and Harbor Director.

(B) CARE IN THE PERFORMANCE OF OPERATIONS [A]

The Stevedore shall exercise care in the performance of its operations in order to prevent injury to or death of any person and damage to or destruction or loss of property, whether of the Port, of the Stevedore, of the vessel being stevedored or any other party.

(C) COMPLIANCE WITH FIRE AND SAFETY PRECAUTIONS [A]

The Stevedore shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures and regulations.

(D) STEVEDORE AND PORT INDEPENDENT CONTRACTORS [A]

In any service relationship the Port and the Stevedore shall be independent contractors, each to the other, and shall not be agents or employees, one for the other, for any purpose.

(E) STEVEDORE SHALL INSURE EFFICIENT AND EXPEDITIOUS VESSEL WORK [A]

In order to insure efficient and expeditious loading and discharge of vessels, and the maximum utilization of the full capacity of the port, the Stevedore shall:

1. Make use of appropriate facilities and equipment furnished by the Port.
2. Have at least one qualified supervisor present at all times while a vessel is loading or unloading.
3. Have at least one responsible officer or representative with full power to make all operating decisions concerning the stevedoring of vessels at the Port, available for contact by the Port at all times and keep the Port informed at all times of how and where such officer or representative may be contacted by the Port.
4. Cooperate fully with the Port in all respects by (I) advising as far in advance as possible the type of vessel, Master's estimate of the quantity of cargo to be loaded or discharged, estimated time to load or discharge, and any special problems that may exist or arise;(II) determining the equipment needed for the operation; and (III) coordinating sequence and timing of operations for the convenience and efficiency of the Port.
5. Promptly restore terminal working areas to a clean, safe and orderly condition on completion of stevedoring operations.

(F) STEVEDORE WARRANTY [A]

As a condition to the right to conduct business or operate on Port property the stevedore shall warrant that all its stevedoring operations shall be conducted at all times with all necessary labor and equipment under competent supervision, with all proper dispatch and in good workmanlike manner, and the conduct of such business or operations on Port property shall be deemed to be an offer of such warranty by the stevedore and its acceptance by the Port.

If any breach of these warranties causes or subjects the Port to any losses, suits, claims, damages or liabilities, the stevedore shall defend, indemnify and save harmless, and reimburse the Port for all such losses, suits, claims, damages, or liabilities. (Subject to [ITEM 100](#) herein.)

(G) INDEMNITY [A]

(Subject to [ITEM 100](#) herein.) The stevedore shall indemnify and hold harmless the Port, its employees and agents from and against any claims, damages, losses or expenses (including attorney's fees) for the injury to or death of any of the stevedore's employees, agents or invitees, or for damage to or destruction of stevedore's property. The stevedore shall also indemnify and hold harmless the Port, its employees, agents and invitees from and against any claims, damages, losses and expenses (including attorney's fees) for injury to or death of any persons (including employees of the Port), and for damage to or destruction of property (including property of the Port), which is caused in whole or in part by any act or omission or breach of these rules by the stevedore, its employees, agents or anyone else for whose acts the stevedore is or may be liable.

1. The indemnification, hold harmless, and non-liability provisions of (G) do not apply to losses, damages, or injuries to the extent such losses, damage, or injuries are occasioned by any negligent acts or omissions of the Port, its employees or agents.
2. The stevedore shall execute and deliver to the Port an indemnity agreement substantially in accord with the terms of this tariff.

(H) INSURANCE [A]

(Subject to [ITEM 100](#) herein.) The stevedore shall obtain, and shall maintain, the following insurance coverage.

1. Workman's Compensation Insurance (including Longshoremen and Harbor Workers Act Coverage) under all applicable Federal and State statutes and municipal ordinances for all the stevedore's employees performing its work, and Employer's Liability Insurance (including liability under the Jones Act) in the amount of not less than \$1,000,000.
2. Comprehensive General Liability against claims for bodily injury, death or property damage occurring on, in or about the vessels being loaded by the stevedore, or the premises of the Port, and the adjoining areas, with limits to bodily injury or death

and property damage of not less than \$1,000,000 for each occurrence and an annual aggregate limit of \$2,000,000.

3. Commercial Automobile Liability Insurance. Minimum limits of liability for injury, death or property damage of \$1,000,000 combined single limit per occurrence. Coverage shall include for owned, hired and non-owned vehicles, if applicable.
4. The stevedore shall submit to the Port certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the Port is to be given 15 days prior notice of any alteration or cancellation.

(I) STEVEDORE RESPONSIBILITY [A]

It shall be the responsibility of the stevedore, its employees, agents or others for whose acts the stevedore is or may be liable to conduct operations on property of the Port in compliance with Port, Federal, State and Municipal Rules and Regulations. Such rules and regulations shall include but not be limited to speed limits, fire regulations, vehicle access and parking.

ITEM 117
EQUIPMENT PROVIDED BY STEVEDORES [A]

The Port of Kodiak does not have equipment for rental by outside parties. Equipment must be provided by the stevedore or other approved vendor.

The 100-foot gauge container crane at Pier III is owned by Matson. Please check with them for rates.

Cranes and boom trucks (up to 150 tons) are available through local vendors for use at Piers I and II. Check with the Harbor Office for a list of contacts.

ITEM 118
VESSEL OILY WASTE OR GARBAGE DISPOSAL [A]

Vessels which find it necessary to discharge oily waste or garbage at the Port of Kodiak shall contact the Port to arrange for services. Payment of charges for the services and equipment provided will be made directly to the Port of Kodiak by the vessel, its agent, owner, charterer, or any other party responsible for such payment of charges by the vessel.

The discharge by a vessel of oily waste and garbage at any terminal at the Port shall only be in accordance with the terms of this tariff item and applicable federal, state and local laws and regulations. Regulated garbage may not be discharged at the Port of Kodiak. As defined by 9 CFR 94.5 (c)(2), garbage is considered regulated, if, when the garbage is on or removed from the means of conveyance, the means of conveyance has been in any port outside the United States and Canada within the previous 2-year period.

Rates and charges assessed vessels by the Port for use of its facilities or services do not include this service nor insurance coverage for any potential liability of any oily waste hauler and/or reception facility other than the Port.

The Port can provide labor and equipment, please refer to the Harbor Fee Schedule for current rates at <http://www.city.kodiak.ak.us/harbor/Pages/RatesandFees.aspx>.

ITEM 119
STORAGE, STAGING AND ASSEMBLING OF NON-CARGO EQUIPMENT AND MATERIALS [A]

The Port, at its sole discretion, shall determine what constitutes cargo and what constitutes non-cargo equipment, materials and stores.

Staging, storage and assembling of non-cargo equipment, materials and stores on Port terminal facilities will be subject to adherence to directives of the Port and Harbor Director or designee. Storage, staging and assembling of materials and equipment as required for vessel repair or alterations, ships stores and other materials not deemed as cargo, will be allotted "Free Time" period of no more than 72 hours prior to the arrival of the vessel and of not more than 72 hours after the departure of the vessel. In recognition of emergency encountered, congestion of facilities, labor disruptions, or other similar factors, free time may be reduced, eliminated or extended at the discretion and directive of the Port's Executive Director or designee.

Free Time is defined as a specified number of days or hours during which materials and equipment may remain on wharf or terminal premises without incurring Port charges (See [ITEM 206A](#)).

Explosives and hazardous inflammable materials may only be handled over, stored on or received on, the facilities of the Port of Kodiak by special arrangement with, and at the option of the Port of Kodiak and subject to Federal, State and City rules and regulations.

End of section, return to [GENERAL INDEX](#).

SECTION TWO – COMMODITY RULES, EXPLANATIONS AND RATES

ITEM 201
WHARFAGE

(A) WHARFAGE DEFINED [C]

“Wharfage” means the charge for the use of the wharf that is assessed on all freight passing or conveyed over, under, through or onto wharf premises or loaded or discharged overside vessels berthed at wharf or moored in wharf slip. No services are covered by this charge. Unless otherwise provided, wharfage shall be considered earned and will be assessed whether or not freight received on wharf or wharf premises from cargo, trucks, drays or water carriers is eventually loaded on vessel.

Note: This wharfage definition takes precedence over, and is a departure from the Federal Maritime Commission definition prescribed in 46 Code of Federal Regulations, Part 525, Marine Terminal Operator Schedules, reading as follows: “Wharfage means a charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at wharf or when moored in slip adjacent to a wharf. Wharfage is solely the charge for use of a wharf and does not include charges for any other service.

(B) WHARFAGE ON DIRECT TRANSFER FREIGHT [A]

Unless otherwise specifically excepted, all freight handled direct between transports and vessels will be subject to full wharfage at the regular rates due according to ship’s manifest and the respective traffic and commodity classifications of the freight.

(C) EXCEPTIONS [A]

Ship’s stores and repair materials and supplies, all when intended for vessels’ own use, consumption of repairs, will be exempt from assessment of wharfage unless wharf employees are required to receipt for such supplies or stores as may be received or unloaded on wharf.

ITEM 202
LOADING AND UNLOADING

(A) LOADING AND UNLOADING DEFINED [C]

The service of loading or unloading cargo between any place on the terminal and trucks, lighters or barges or any other means of conveyance to or from the terminal facility.

ITEM 203
HANDLING

(A) HANDLING DEFINED [A]

The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.

ITEM 204
WHARF DEMURRAGE [A]

(A) WHARF DEMURRAGE DEFINED

Wharf Demurrage means a charge assessed against cargo remaining in or on terminal facilities after the expiration of Free Time, unless arrangements have been made for storage. Free time is defined in [ITEM 101](#).

(B) COMPUTING WHARF DEMURRAGE

In computing either Wharf Demurrage or storage on freight delivered to a vessel, the day or days vessel is loading will not be considered demurrage for storage days. On freight delivered to transports, trucks or drays, the day freight is loaded or delivered will be considered a Demurrage or storage day.

Demurrage will be assessed at a rate per square foot per day, based on the "foot print" occupied by cargo in the laydown area or for cargo with overhangs, the footprint plus the area under the overhang that the overhang renders unusable for other storage. See Wharf Demurrage Rates (below)

ITEM 205
WHARF DEMURRAGE RATES [A]

Except as otherwise provided, after expiration of Free Time, as defined in [ITEM 206](#), Wharf Demurrage will be assessed after the allowed Free Time at Piers I and II. Wharf demurrage also applies if vessels are berthed at Pier III under the City's reservation of secondary rights at Pier III. Please refer to harbor fees for dry storage for current rates at <http://www.city.kodiak.ak.us/harbor/Pages/RatesandFees.aspx>.

ITEM 206
FREE TIME [C]

(A) FREE TIME DEFINED

"Free Time" means the period specified in the terminal schedule during which cargo may occupy space assigned to it on terminal property, including off-dock facilities, free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

(B) COMPUTING FREE TIME EXCLUSIONS [A]

Except where limited under individual items not to exceed a specified number of days, Free Time is exclusive of Saturdays, Sundays and legal holidays and, unless otherwise specified, is computed from the first 7 a.m. occurring after freight is received or unloaded on wharf or wharf premises or, in case of freight from vessel, from the first 7 a.m. occurring after a vessel completes discharge.

(C) EXTENT OF FREE TIME BY TRAFFIC CLASSIFICATIONS

Unless otherwise provided under individual items, Free Time will be allowed freight according to traffic classifications, as follows:

<u>Traffic Classifications</u>	<u>Free Time Allowed [C]</u>
(As defined in ITEM 113)	

All Cargo	Twelve (12) hours
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(D) COMMODITIES ALLOWED NO FREE TIME [A]

- (1) Explosives, Inflammables, Hazardous Commodities
- (2) Salvaged Freight, Offensive Freight, when either are so designated

ITEM 207
WHARFAGE RATES [C]

Rates in this section apply on traffic moving in all trade routes. Except as otherwise provided, rates apply to Short Tonnage for general cargo Not Otherwise Specified, Rock and hazardous/contaminated materials and by barrel or gallon for petroleum products in liquid bulk as manifested by vessel for revenue purposes.

When no specific commodity rate is named in this tariff, freight manifested by vessel on a per package basis will be assessed applicable NOS rate by short ton whichever creates greater revenue. Subject to the following limitations:

<u>Item#</u>	<u>210</u>	<u>211</u>	<u>212</u>	<u>213</u>	<u>214</u>
	<u>Per Short Ton</u>			<u>Inbound</u>	<u>Outbound</u>
	<u>General</u>	<u>Rock</u>	<u>Hazardous -</u>	<u>per Barrel</u>	<u>per Gallon</u>
<u>Fiscal Year</u>	<u>Cargo NOS</u>		<u>Contaminated</u>	<u>Petroleum Products</u>	
			<u>Materials</u>		
2020	\$7.40 [I]	\$1.19 [NC]	\$16.30 [I]	\$0.39 [I]	\$0.018[I]
2021	\$7.70 [I]	\$1.25 [I]	\$16.90 [I]	\$0.45 [I]	\$0.05 [I]
2022	\$8.00 [I]	\$1.30 [I]	\$17.50 [I]	\$0.50 [I]	\$0.10 [I]
2023	\$8.30 [I]	\$1.35 [I]	\$18.10 [I]	\$0.55 [I]	\$0.15 [I]
2024	\$8.60 [I]	\$1.40 [I]	\$18.70 [I]	\$0.60 [I]	\$0.20 [I]

Note: OVSERSIDE:

Unless otherwise specified in individual commodity items or other arrangements are made with the Port and Harbor Director, all freight loaded or discharged over-side a vessel directly to or from another vessel, barge, lighter, draft, or to or from the water while vessel is berthed at wharf or moored in wharf slip, will be assessed regular wharfage rates.

(A) MINIMUM WHARFAGE [I]

Minimum wharfage charge at Pier’s I, II, and III on any single shipment will be \$80.00.

End of section, return to [GENERAL INDEX](#).

SECTION THREE – MISCELLANEOUS CHARGES

ITEM 301 **DOCKAGE RULES**

(A) DOCKAGE DEFINED

Dockage means the charge assessed against a vessel for berthing at a wharf, pier bulkhead structure, or bank or for mooring to a vessel so berthed.

(B) DOCKAGE PERIOD - HOW CALCULATED [C]

The period of time which dockage will be assessed shall commence when the vessel is made fast to a wharf, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip; and shall continue until such vessel is completely free from and has vacated such berth or slip. Dockage is billed per 12 hour period or portion thereof.

(C) BASIS FOR COMPUTING CHARGES [C]

Dockage charges will be based upon the overall length of the vessel as published in the most current edition of Lloyd's Register of Shipping at the time the vessel is berthed. Should length figures not be available from the sources, the Port may accept information from the vessel's official papers or measure the vessel.

(D) CONTROL OF VESSELS NOT LOADING OR DISCHARGING [A]

Vessels not engaged in loading or unloading cargo will be docked at a wharf, pier, or seawall structure, or moored to a vessel so docked, or permitted within a slip at the discretion of the Port and then only with the expressed understanding that vessels shall move their position from such a place at the discretion of the Port. Any vessel upon notice to move which refuses or fails to move may be shifted by tug or otherwise by wharf agent and any expenses, damages to vessel or other vessels, or wharf, pier or seawall structure during such removal shall be charged to the vessel so moved.

(E) VESSELS ON LAY STATUS [A]

At the Port's discretion, vessels may be placed on lay status, which may include vessels waiting to discharge and/or load cargo. These vessels may be permitted to moor at a vacant berth, when such berth is available. Standard dockage fees apply.

(F) FREE DOCKAGE [A]

Dockage charges will not be assessed against the vessels at the invitation of the Port of Kodiak for demonstrations and/or public tours and for vessels engaged in construction projects for the Port of Kodiak.

ITEM 302
DOCKAGE AND BARGE MOORING RATES

(A) DOCKAGE RATES [C]

Dockage charges will be assessed on the length-over-all of the vessel. Length-overall shall be construed to mean the linear distance, expressed in feet (meters), from the most forward point on the stem of the vessel to the after-most part of the stern of the vessel, measured parallel to the baseline of the vessel. For dockage billing purposes, length-over-all of the vessel as published in "Lloyd's Register of Shipping" will be used. If no such figure appears in "Lloyd's Register", the Port reserves the right to: (a) obtain the length-over-all from the vessels register, or (b) measure the vessel.

Dockage rates will be assessed as follows unless otherwise specified in this tariff or an agreement between the vessel owner and the Port. Dockage rates in dollars per foot per 12-hour period or portion thereof.

<u>Fiscal Year</u>	<u>0 to 150 feet</u>	<u>151 to 300 feet</u>	<u>301 to 500 feet</u>	<u>501 to 700 feet</u>	<u>Over 700 feet</u>
2020	\$2.30 [I]	\$2.60 [I]	\$3.20 [I]	\$3.60 [I]	\$3.90 [I]
2021	\$2.40 [I]	\$2.70 [I]	\$3.40 [I]	\$3.80 [I]	\$4.10 [I]
2022	\$2.50 [I]	\$2.80 [I]	\$3.60 [I]	\$4.00 [I]	\$4.30 [I]
2023	\$2.60 [I]	\$2.90 [I]	\$3.80 [I]	\$4.20 [I]	\$4.50 [I]
2024	\$2.70 [I]	\$3.00 [I]	\$4.00 [I]	\$4.40 [I]	\$4.70 [I]

(B) FISHING VESSEL AND LOCAL FREIGHT CRAFT MOORING RATES [A]

Subject to availability and scheduling, commercial fishing vessels assigned exclusive moorage in Kodiak City harbors may berth at Piers I, II, and III without charge the first day, except when dockage is to conduct commercial cargo operations.

Additional days are charged at the rate posted in the harbor fee schedule:
<http://www.city.kodiak.ak.us/harbor/Pages/RatesandFees.aspx>

ITEM 303
FRESH WATER FOR VESSELS

The following charges will be made for furnishing water to vessels berthed at Terminals subject to this tariff:

<u>Fiscal Year</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
First 1,000 gallons	\$146.40 [I]	\$150.80 [I]	\$155.20 [I]	\$159.60 [I]	\$164.00 [I]
Each additional 1,000 gallons or fraction thereof	\$7.40 [I]	\$31.10 [I]	\$31.40 [I]	\$31.70 [I]	\$32.00 [I]

ITEM 304
REPAIRS OF DAMAGES AND ALTERATIONS [C]

The Port of Kodiak will make repairs to its properties of damages caused by companies or persons using its facilities or make repairs or alterations to leased facilities at the request of lessee, subject to the following schedule:

Damage repairs or alterations: Actual Cost Plus 15% [R]

Such repairs or alterations will be performed by the Port of Kodiak, or its agents, except that when necessary repairs or desired alterations are extensive, private contractors may be employed subject to the provision that work performed by private contractors must be accomplished in a manner acceptable to the Port of Kodiak. (Subject to [ITEM 100](#) herein.)

ITEM 305
PASSENGER VESSEL FEE [C]

In addition to other tariff provisions, the terms and conditions of this item apply and charges are assessed to passenger vessels and cruise ships. Passenger vessel fees are not assessed on Alaska Marine Highway Vessels.

(A) TONNAGE FEE

Passenger vessels are charged a tonnage fee (based on the net tonnage of the vessel as provided in the vessel’s documentation) per 12 hour period or portion thereof, as provided in the following table.

<u>Item#</u>	<u>305A</u>
<u>Fiscal Year</u>	<u>Tonnage Fee</u>
2020 [I]	\$0.23 [I]
2021 [I]	\$0.30 [I]
2022 [I]	\$0.35 [I]
2023 [I]	\$0.40 [I]
2024 [I]	\$0.45 [I]

(B) LIGHTERING FEE

Passenger lightering is charged per 12 hour period or portion thereof, as provided in the following table.

Item#	305B	
	<u>Passenger Lightering</u>	
	<u>Vessels up to</u>	<u>Vessels 151 feet</u>
<u>Fiscal Year</u>	<u>150 feet</u>	<u>& Longer</u>
2020	\$75.00 [I]	\$750.00 [I]
2021	\$80.00 [I]	\$800.00 [I]
2022	\$85.00 [I]	\$850.00 [I]
2023	\$90.00 [I]	\$900.00 [I]
2024	\$95.00 [I]	\$950.00 [I]

ITEM 306
SECURITY FEE [C]

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional Security costs associated with an increase in MARSEC Level mandated by the US Department of Homeland Security.

Security services may be provided upon request at Piers 1 and 2 on the basis of cost plus 10%. Rates are reflected in the current City of Kodiak Schedule of Fees located on the City of Kodiak website.

End of section, return to [GENERAL INDEX](#).

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager

Date: June 11, 2020

Agenda Item: V. d. **Authorization to Cancel the July 9 and August 13, 2020, Regular Meetings and Authorize the City Manager to Schedule a Special Meeting if Needed**

SUMMARY: The regularly scheduled Council meetings for July and August may be canceled to reflect the summer meeting schedule. Staff discussed the meeting schedule with the Council at the May 26, 2020, work session, and Council recommended canceling the July 9 and August 13, 2020, regular meetings and scheduling a special meeting if needed.

PREVIOUS COUNCIL ACTION: The City Council cancels regular meetings and schedules special meetings from time to time due to travel and other scheduling conflicts.

LEGAL: Kodiak City Code identifies regular meetings are held on the second and fourth Thursdays of each month. If a regular meeting must be canceled, a special meeting may be scheduled. The attendance requirements do not apply to special meetings.

PROPOSED MOTION:

Move to cancel the July 9 and August 13, 2020, regular meetings and authorize the City Manager to schedule a special meeting if needed.

JUNE 11, 2020
Agenda Item V.d. Memo Page 1 of 1