KODIAK CITY COUNCIL

WORK SESSION AGENDA

Tuesday, June 6, 2017 Kodiak Public Library Multi-Purpose Room 7:30 p.m.

Work sessions are informal meetings of the City Council where Councilmembers review the upcoming regular meeting agenda packet and seek or receive information from staff. Although additional items not listed on the work session agenda are sometimes discussed when introduced by the Mayor, Council, or staff, no formal action is taken at work sessions and items that require formal Council action are placed on a regular Council meeting agenda. Public comments at work sessions are NOT considered part of the official record. Public comments intended for the "official record" should be made at a regular City Council meeting.

Discussion Items

1.	Public Comments (limited to 3 minutes)
2.	Discussion About Discover Kodiak's Request to Expand Pier I Building1
3.	Discussion About Amending Sections 9, 10, and 12 of the Schedule of Fees, Charges, and Tariffs
4.	Discussion About Delta Medical Transport Agreement
5.	Discussion About FY2018 Budget24
6.	Elected Officials Training/Travel Requests
7.	June 8, 2017, Agenda Packet Review



CITY OF KODIAK ORDINANCE NUMBER 1332

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING A LEASE OF SPACE IN THE PIER 1 BUILDING TO KODIAK AREA CHAMBER OF COMMERCE, INC.

WHEREAS, the City owns the property known as the Pier 1 Building, described as Lot 4-A, Block 18, New Kodiak Subdivision, as shown on Plat 76-31, Kodiak Recording District, Third Judicial District, State of Alaska; and

WHEREAS, Kodiak Area Chamber of Commerce, Inc. desires to continue leasing space in the Pier 1 Building (the "Premises"), as more particularly described in the form of lease (the "Lease") that has been presented to the Council with this ordinance, to house its offices, and offices of other tourism related businesses or organizations; and

WHEREAS, in accordance with KCC 18.20.030(b), the Council finds it to be for a public purpose and in the best interest of the public to lease the Premises for consideration less than one-tenth of its approved appraised market value per year to Kodiak Area Chamber of Commerce, Inc., a nonprofit corporation.

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

- Section 1: The Council of the City of Kodiak hereby authorizes a ten-year lease with Kodiak Area Chamber of Commerce, Inc. in the form that has been presented to this meeting, of the Premises described in the Lease, located on property described as Lot 4-A, Block 18, New Kodiak Subdivision, as shown on Plat 76-31, Kodiak Recording District, Third Judicial District, State of Alaska, more commonly known as the Pier 1 Building.
- Section 2: The Council of the City of Kodiak hereby authorizes Kodiak Area Chamber of Commerce, Inc. to sublease space in the Premises to Kodiak Island Convention and Visitors Bureau. d/b/a Discover Kodiak.
- Section 3: The Lease 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

ATTEST:

DEPUTY CITY CLERK

First Reading: May 14, 2015 Second Reading: May 28, 2015 Effective Date: July 3, 2015

AGREEMENT NUMBER 218842 FOR LEASE, MAINTENANCE, AND OPERATION OF SPACE IN THE CITY OF KODIAK PIER I BUILDING WITH THE CHAMBER OF COMMERCE

AGREEMENT dated as of July 1, 2015 between the City of Kodiak, a municipal corporation organized under the constitution and laws of the State of Alaska (the "City"), whose address is 710 Mill Bay Road, Room 220, Kodiak, Alaska 99615, and Kodiak Area Chamber of Commerce, Inc., an Alaska nonprofit corporation (the "Chamber"), whose address is 100 East Marine Way, Suite 300, Kodiak, Alaska 99615.

WHEREAS, the City owns real property and improvements (the "Property") described as follows:

Lot 4-A, Block 18, NEW KODIAK SUBDIVISION, as shown on Plat 76-31, Kodiak Recording District, Third Judicial District, State of Alaska;

and

WHEREAS, in accordance with KCC 18.20.030(b), the City Council has determined that the leasing of the space (described herein as the "Premises") in the building that is located on the Property (the "Building") for use by the Chamber and certain tourism related businesses or organizations is for a public purpose and in the best interest of the public; and

WHEREAS, the City wishes to be relieved of the cost and expense of maintaining, repairing, and managing the Building.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein, the parties hereto agree as follows:

- 1. <u>Purpose</u>. It is the purpose and intent of the parties in entering into this Agreement to promote the economic, commercial, and industrial development of Kodiak and to promote tourism and tourism-related activities by providing a conveniently located and properly maintained and managed building that will provide office and meeting space for businesses, groups, and organizations involved in or desiring to promote the activities described above.
- 2. <u>Lease</u>. The City hereby leases to the Chamber, and the Chamber hereby leases from the City, a portion of the Building consisting of approximately 2,700 square feet, and designated on the floor plan attached hereto and incorporated herein as Exhibit A (the "Premises").
- 3. Term. The term of this Agreement (the "Term") shall be for ten (10) years, commencing on July 1, 2015 and expiring on June 30, 2025.
- 4. <u>Maintenance and Repair</u>. (a) Except as this section provides otherwise, throughout the Term and any Extended Term the Chamber, at its sole cost and expense, shall perform all

Chamber of Commerce Lease City of Kodiak Pier I July 1, 2015 Page 1 of 8 maintenance, repairs and replacements to the Property, including the interior and exterior of the Building, that are necessary to preserve the Building in sanitary, presentable and habitable condition. The opinion of the City Engineer or such other individual as may be designated in writing by the City Manager shall be conclusive as to the necessity for any maintenance, repair or replacement. The obligations of the Chamber under this section shall include without limitation the following: (i) general janitorial and cleaning services for the Building, including upon the request of the City or the Alaska Marine Highway System (AMHS), those parts of the Building being leased by the AMHS, five days per week, excluding holidays; (ii) light bulb replacement in the Building; (iii) exterior window cleaning, snow, and ice removal for the parking areas and walkways serving the Building; and (iv) maintenance and servicing of lavatory facilities, toilets, sinks, and faucets located within the Building. All such services shall be provided in a manner that is consistent with those services provided in comparable office buildings of similar size and age that are located within the local community.

- (b) The obligations of the Chamber under this section shall be for ordinary maintenance and repairs of a non-capital nature. If such maintenance, repair or replacement is necessitated by an incident or occurrence as a result of which the City has received any payments arising out of fire or other casualty insurance maintained on the Building, then said insurance proceeds shall be contributed toward the cost of maintenance, repair or reconstruction otherwise borne by the Chamber. Major reconstruction or replacement caused by acts of God shall be the responsibility of neither the Chamber nor the City, but shall be considered and determined by the parties in the light of circumstances prevailing at that time.
- 5. The City's Option to Terminate Agreement. If the Premises are (a) rendered wholly untenantable, or (b) damaged as a result of any cause which is not covered by the City's insurance, or (c) damaged or destroyed in whole or in part during the last year of the Term, or if the Building is damaged to the extent of fifty percent (50%) or more of its floor area, the City may elect to terminate this Agreement by giving the Chamber written notice of such election within ninety (90) days after the occurrence of such event. If such notice is given, the rights and obligations of the parties hereunder shall cease as of the date of such notice.
- 6. <u>Alterations and Modifications</u>. (a) The Chamber shall be solely responsible for the cost of partitioning and otherwise improving the downstairs space within the Building in order to make such space suitable for offices, meeting rooms, and similar uses. The plans for such improvements shall be subject to the advance approval of the City throughout the Term of this Agreement.
- (b) The Chamber may not make any structural alterations to the Building without the prior written approval of the City, and such alterations shall be accomplished at the expense of the Chamber, unless the City agrees otherwise in writing.
- (c) The Chamber shall perform all alteration work promptly, efficiently, competently and in a good and workmanlike manner by duly qualified or licensed persons or entities, using first grade materials, without interference with or disruption to the operations of the Building. All such work shall comply with all applicable governmental codes, rules, regulations and ordinances.

Chamber of Commerce Lease City of Kodiak Pier I July 1, 2015 Page 2 of 8

- 7. <u>Utility Service</u>. The City shall provide water and sewer service to the Premises free of charge. The Chamber shall provide all other utility services to the Premises at its own expense.
- 8. Reservation for Sublease. The Chamber shall provide up to 600 square feet of space on the upper level of the Premises for sublease to an organization designated by the Council whose purpose is the promotion of convention and tourism activities in Kodiak. This sublease shall include the nonexclusive use of the downstairs meeting room by members and staff of the sublessee organization, as well as other common and designated (storage) areas on both floors of the Building. The rent under this sublease shall not exceed the rate per square foot that is charged to other tenants of the Building.
- 9. Additional Subleases. In addition to the sublease authorized in Section 8, the Chamber, with the advance written approval by the City, which approval may be withheld at the City's sole discretion, may sublet other portions of the Premises that are not immediately needed for Chamber functions to persons or organizations involved in promoting tourism and the tourist trade. Notwithstanding anything in this Agreement to the contrary, the Chamber may not enter into a sublease with any profit-making person, business or entity except upon the express approval of the City after explicit notice to the City of the profit-making nature of the proposed subtenant. All subleases under this section shall be limited to an initial period of no more than one (1) year and the renewal or extension of any such sublease shall be made only upon the further renewed approval of the City
- 10. Application of Rent Payments. (a) The Chamber may retain any and all rent that it receives under the subleases authorized under Sections 8 and 9. The Chamber shall set aside out of any such sublease rent payments a reasonable amount for a reserve for maintenance and repair expenses. The City currently leases the part of the Building that is not included within the Premises to the Alaska Marine Highway System (AMHS). During any part of the Term or the Extended Term that the City leases space in the Building to AMHS, the City shall remit annually to the Chamber the amount that the City receives from AMHS as rent for space in the Chamber of Commerce Building. The Chamber shall reserve ten percent (10%) of the amounts that it receives under this section for future improvements to the Building.
- (b) No less frequently than quarterly, the Chamber shall provide to the City an accounting of the reserves that it maintains under (a) of this section. Upon reasonable advance notice, the Chamber shall make available to the City its books and financial records which apply to the operation of the Building for inspection to assure reasonable compliance with (a) of this section.
- 11. Compliance with Laws, Etc. The Chamber shall use the Premises solely for office purposes. The Chamber shall act in accordance with and not violate any restrictions or covenants of record affecting the Premises or the Building. The Chamber shall not use or occupy the Premises in violation of law or the Certificate of Occupancy issued for the Building, and shall immediately discontinue any use of the Premises which is declared by either any governmental authority having jurisdiction or the City to be a violation of any law, code, regulation or a violation of said Certificate of Occupancy. The Chamber shall comply with any direction of any governmental authority having jurisdiction that shall, by reason of the nature of the Chamber's

Chamber of Commerce Lease City of Kodiak Pier I July 1, 2015 Page 3 of 8 use or occupancy of the Premises, impose any duty upon the Chamber or the City with respect to the Premises or with respect to the use or occupancy thereof.

- 12. <u>Nuisances Prohibited</u>. The Chamber shall not do nor permit anything to be done in, on or about the Premises which would in any way obstruct or interfere with the rights of other tenants or occupants of the Building, or use or allow the Premises to be used for any immoral or unlawful purpose, nor shall the Chamber maintain or permit any nuisance or commit or suffer to be committed any waste in, on or about the Premises.
- 13. <u>Hazardous Substances</u>. The Chamber shall not cause or permit the release or disposal of any hazardous substances, wastes, or materials on or about the Premises or the Building, and the Chamber shall be solely responsible for and shall promptly pay the cost of removing all such hazardous substances, wastes and materials from the Premises, which removal shall be in accordance with all applicable governmental requirements. Hazardous substances, wastes or materials shall include those which are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, *et seq.*; the Toxic Substances Control Act, as amended, 15 U.S.C. §2601, *et seq.* The Chamber shall comply with all rules and policies set by the City, and with all federal, state and local laws, regulations and ordinances which govern the use, storage, handling and disposal of hazardous substances, wastes or materials.
- 14. <u>No Discrimination</u>. It is intended that all tenants and users of the Building, and all customers, employees, licensees and invitees of all the tenants shall have the opportunity to obtain all the goods, services, accommodations, advantages, facilities and privileges of the Building without discrimination because of race, creed, color, sex, age, national origin or ancestry. To that end, the Chamber shall not discriminate in the conduct and operation of its business in the Premises against any person or group of persons because of the race, creed, color, sex, age, national origin or ancestry of such person or group of persons.
- 15. <u>Indemnification</u>. The Chamber shall indemnify, hold harmless and defend the City from and against any and all claims, actions, damages, liability and expense, including without limitation attorney's and other professional fees, in connection with death or injury to persons and damage to property arising from or out of the occupancy or use by the Chamber of the Premises or any part thereof or any other part of the Building, occasioned wholly or in part by any act or omission of the Chamber, its officers, agents, contractors, employees or invitees; however, this provision shall not apply to any claim to the extent the claim arises from the negligence or intentional act of the City or the City's officers, agents, contractors, or employees.
- 16. <u>Insurance</u>. At all times during the Term the Chamber shall procure and maintain the following insurance:
 - (a) Minimum Scope of Insurance.
 - (1) Commercial General Liability Insurance.
 - (2) Commercial Automobile Liability Insurance.

Chamber of Commerce Lease City of Kodiak Pier I July 1, 2015 Page 4 of 8

- (3) Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.
- (b) Minimum Limits of Insurance. The Chamber shall maintain limits no less than:
- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage claims arising from all operations related to this agreement. The general aggregate limit shall be \$2,000,000.
- (2) Auto Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers Liability: Worker's Compensation shall be statutory as required by the State of Alaska. Employers Liability shall be endorsed to the following minimum limits and contain USL&H coverage endorsement, if applicable:
- (i) bodily injury by accident- \$1,000,000 each accident; (ii) bodily injury by disease \$1,000,000 each employee; bodily injury by disease \$1,000,000 policy limit.
- (c) Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
 - (1) Commercial General Liability and Automobile Liability:
 - (A) The City of Kodiak, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Chamber; products and completed operations of the Chamber, premises owned, occupied or used by the Chamber, or automobiles owned, leased, hired or borrowed by the Chamber. The coverage shall contain no special limitation on the scope of protection afforded to the City of Kodiak, its Administrator, officers, officials, employees and volunteers.
 - (B) The Chamber's insurance coverage shall be primary insurance as respects the City of Kodiak, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Kodiak, its Administrator, officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
 - (C) The Chamber's insurer shall agree to waive all rights of subrogation against the City, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Chamber or any subconsultant for the City.
 - (2) Worker's Compensation and Employer's Liability: The Chamber's insurer shall agree to waive all rights of subrogation against the City of Kodiak, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Chamber or any subcontractor for the city of Kodiak.
 - (3) All Insurance: Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Chamber or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the City of Kodiak. Such notice shall be mailed by the Chamber's insurer(s) to the attention of the City of Kodiak City Manager.

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- (d) Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.
- (e) Verification of Coverage: The Chamber shall furnish the City of Kodiak with approved certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the City of Kodiak, or which meet industry standard. The City of Kodiak reserves the right to require complete, certified copies of all required insurance policies at any time.
- 17. <u>Notices</u>. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and shall be addressed as follows:

To the City:

City of Kodiak

Attn: City Manager

710 Mill Bay Road, Room 220

Kodiak, Alaska 99615

To the Chamber:

Kodiak Area Chamber of Commerce, Inc.

100 East Marine Way, Suite 300

Kodiak, Alaska 99615

Either party may, at any time, change its notice address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

- 18. <u>Inspections and Access by the City</u>. The Chamber will permit the City, its agents, employees and contractors to enter all parts of the Premises during the Chamber's business hours, upon 24 hours' notice, to inspect the same and to enforce or carry out any provision of this Agreement; provided, however, that, in an emergency situation, such access shall be at any time upon the City's oral request.
- 19. <u>Successors and Assigns</u>. This Agreement and the covenants and conditions contained herein shall inure to the benefit of and be binding upon the City, its successors and assigns, and shall be binding upon the Chamber, its successors and assigns and shall inure to the benefit of the Chamber and only such assigns of the Chamber to whom the assignment of this Agreement by the Chamber has been consented to by the City.
- 20. <u>Relationship of Parties</u>. Nothing contained herein shall be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intent of the parties to create only the relationship of landlord and tenant herein.
- 21. <u>Captions and Headings</u>. The section captions and headings herein are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Agreement.

Chamber of Commerce Lease City of Kodiak Pier I July 1, 2015 Page 6 of 8

- 22. <u>Severability</u>. If any provision of this Agreement 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 Agreement and replaced by a valid provision as close in meaning and intent as the excised provision, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.
- 23. <u>No Third Party Beneficiaries</u>. Nothing in this Agreement, express or implied, is intended or shall be construed to give to any person, other than the City and the Chamber, any right, remedy or claim under or by reason of this Agreement. The covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of the City and the Chamber, and their permitted successors and assigns.
- 24. <u>Entire Agreement</u>. This Agreement, including all exhibits attached hereto, 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.
- 25. <u>Amendment</u>. This Agreement may be amended only by a written instrument executed by all of the parties hereto.
- 26. <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names all as of the date first above written.

CITY OF KODIAK	KODIAK AREA CHAMBER OF COMMERCE, INC.
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Aimée Kniaziowski, City Manager	Name: TREVOR BLOWN
\sim	Title: EXECUTIVE DIRECTOR
STATE OF ALASKA)	SS.
THIRD JUDICIAL DISTRICT)	

The foregoing instrument was acknowledged before me this <u>8</u> day of <u>Sepfember</u> 2015, by Aimée Kniaziowski, City Manager of the City of Kodiak, an Alaska municipal corporation, on behalf of the City.

Chamber of Commerce Lease City of Kodiak Pier I July 1, 2015 Page 7 of 8

1	
٩	Notary Public
٩	NENITAS, NICOLAS
ŧ	State of Alaska
Ì	My Commission Expires with Office

Notary Public in and for Alaska
My Commission Expires: $\omega/\omega/\omega$

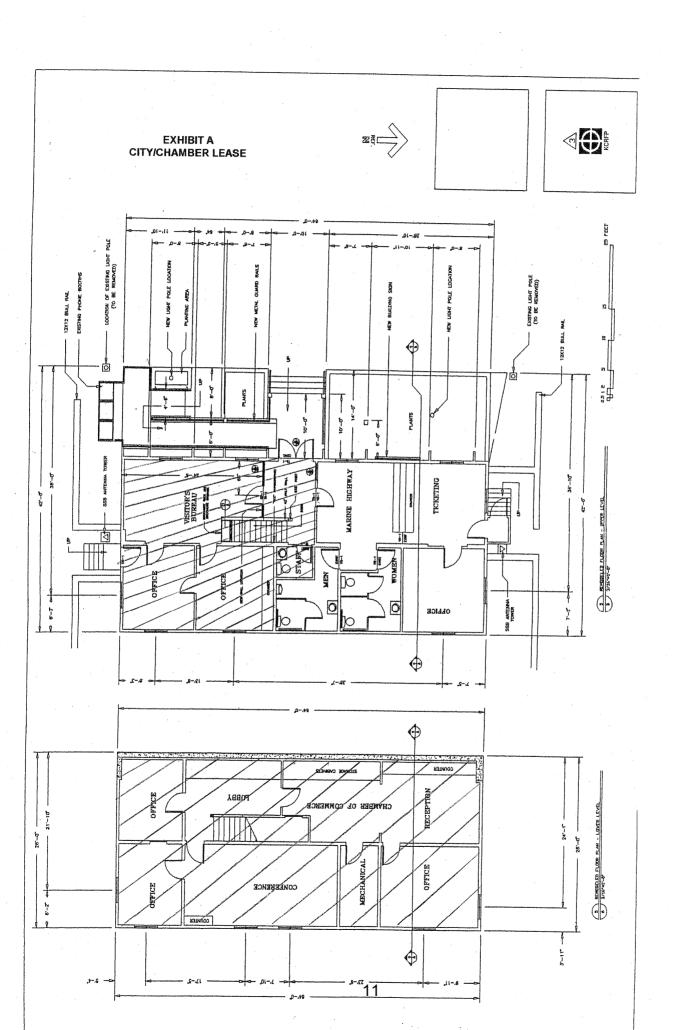
STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 23 day of Schamber of Commerce, Inc., an Alaska nonprofit corporation, on behalf of the corporation.



Notary Public in and for Alaska,
My Commission Expires: 10 h office

Chamber of Commerce Lease City of Kodiak Pier I July 1, 2015 Page 8 of 8







STRUCTURAL NOTES

THE CONTRACTOR SHALL YERFY AND COORDINATE ALL DIFFISIONS AFOND THE DRAWINGS BEFORE STARTING ANY WORK OR FABRICATION. ANY DISCREPANCES FOUND AFOND THE DRAWINGS, SITE CONDITIONS, SPECIFICATIONS AND THESE NOTES SHALL BE REPORTED TO THE ARCHITECT/ ENGINEER AT CINCE.

ALL CONSTRUCTION SHALL CONTEXT WITH THE 2003 INTERNATIONAL BUILDING CODE (IBC) AS AMENDED BY THE LOCAL BUILDING OFFICIAL.

SAFETY - THE CONTRACTOR IS RESPONSIBLE FOR FEETING ALL OSMA AND DOSH SAFETY STANDARDS. THE CONTRACTOR IS IN CHARGE OF ALL SAFETY MATTERS ON AND AROUND THE JOB SITE. PROVIDE TEMPORARY ERECTION BRAICING AND SHORMS AS REQUIRED FOR STABILITY OF THE STRUCTURE DURNIS ALL PHASES OF CONSTRUCTION. THE ENGINEER IS NOT RESPONSIBLE FOR HEARS AND METHODS OF CONSTRUCTION OR SAFETY PRACTICES.

CODE 2003 NTERNATIONAL BUILDING CODE (IBC)

DESIGN LIVE LOADS

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SEISTIC DESIGN DATA

IN - 179, 31 - 0469, 305 - 170, 301 - 047

STE CLASS D

SESTING DESIGN CATEGORY D

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SESTING REASTING SYSTEM - 104 KIPS Ca - 0363

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NO CONSTRUCTION SHALL BEGIN UNTIL ALL SEASONAL FROST HAS THATED OR BEEN REPOVED. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY STEPS TO PREVENT ANY FROST OR ICE FROM FORTING UNDER ANY FOOTING OR SLAB UNTIL THE PERTANDIT STRUCTURE IS ENCLOSED AND HEATED.

ABBREVIATIONS

EN . EACH MAT

EC - MTERNATIONAL BUILDING CODE
13. - NSIDE
03. - CUTSIDE
F.O.S. - FACE OF STUD

HOG - HOT DIP GALVANIED
MFG - MANIFACTURER
SIN - SINLAR TO
TTP - TYPICAL
UNO - UNLESS NOTED OTHERUSE
MILLIAN - WELDED WIRE MESH

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CONCRETE

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ASSAURSATE, PHAX - ASTH CBO TYPE UI
ASSAURSATE ASTAURSATE UI
ASSAURSATE UI DEFORTED RENFORCEMENT - ASTIT ASIS GAG

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ALL CONCRETE REMORCHS SHALL BE DETALED, PARRICATED, LABELED, SUPPORTED AND SPACED IN FORTS AND SECURED IN PLACE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 318, AND ACI 328, LAP BARS WITH A CLASS B SPLICE AND 40 DIAPETER HINTLIT. PECHANICALLY CONSOLIDATE CONCRETE.

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PROVIDE REMORCING AS SHOULD IN THE DRAWINGS. PROVIDE CORNER BARS OF SATE SIZE AND NUMBER AT CORNERS AND INTERSECTIONS, 40 BAR DIAPETERS OR 14" (ILHICLEVER IS GREATER) EACH LEG. PROVIDE VERTICAL DOUBLS SATE SIZE, NUMBER AND SPACING AS VERTICAL BARS WITH A 50 DEGREE STANDARD HOOK AT THE BOTTICH OF THE POOTING, UNLD.

AT CORNERS, PROVIDE CORNER BARS INTO OUTSIDE FACE OF BAYE SIZE AND SPACING AS HORIZONTAL BARS, 40 DIAMETERS EACH LEG.

AT INTERSECTIONS, PROVIDE CORNER BARS IN OUTSIDE FACE OF SAME SIZE AND SPACING AS HORIZONTAL BARS OF INTERSECTING BALL, 40 DIAMETERS EACH LEG.

ALL LUMBER SHALL BE A HINFLITH OF HTT FOR ALL BROOKING, BLOCKING AND FRAMING REQUIRED. HINFLITH FASTEDING TO BE FER BC TABLE 230431 UNLESS SPECIFICALLY NOTED IN THESE DRASINGS, PROVIDE POSITIVE CONNECTION LITLICING STIPSON HANGERS OR FRAMED BEAM POCKETS TO RESIST VERTICAL AND LATERAL LOADING AT ALL POST CAPS AND BASES, BEARDING WALLS.

GUI LAM BEAMS SHALL DE 24 DEAF BITH TO 12,400 ps. USE V4 FOR SIMPLE SMANS AND V9 FOR CANTILEVERS OR BEAMS CONTINUOUS OVER SUPPORTS.

ROOF SHEATHING, USE APA RATED SHEATHING UPPER ROOF SHEATHING WITH SUPPORTS # 24" OC USE PRINTING WITH A 14% SPAN RATING FOR LOUER ROOFS SUBJECT TO SLIDING AND/OR DRIFTING SHOULUSE \$" SHEATHING WITH A SPAN RATING OF 40%.

WALL SHEATHING USE APA RATED SHEATHING. FROTECT SHEATHING FROM THE HEATHER INLESS IT IS RATED FOR EXTERIOR EXPOSURE. PROVIDE FRAMING OR BLOCKING BEHIND ALL PANEL EDGES. PROVIDE HINMAIN I'M ROTE EDGES TO CENTER OF NAIL DRIVE NAILS RUSH, DO NOT OVERDRIVE PASITIONERS. PROVIDE PASITIONERS PER SHEARMALL SCHEDULE.

ALL SCOOL IN CONTACT SITH CONCRETE OR EXPOSED TO THE SEATHER SHALL BE PRESERVATIVE TREATED IN ACCORDANCE WITH APERICAN SCOOL PRESERVATIVE ASSOCIATION, PROVIDE PRESSURE TREATED FOUNDATION SILL PLATES, PROVIDE DIGICITY HIN PLATE MASSERS FOR FOUNDATION ANCHOR BOLTS.





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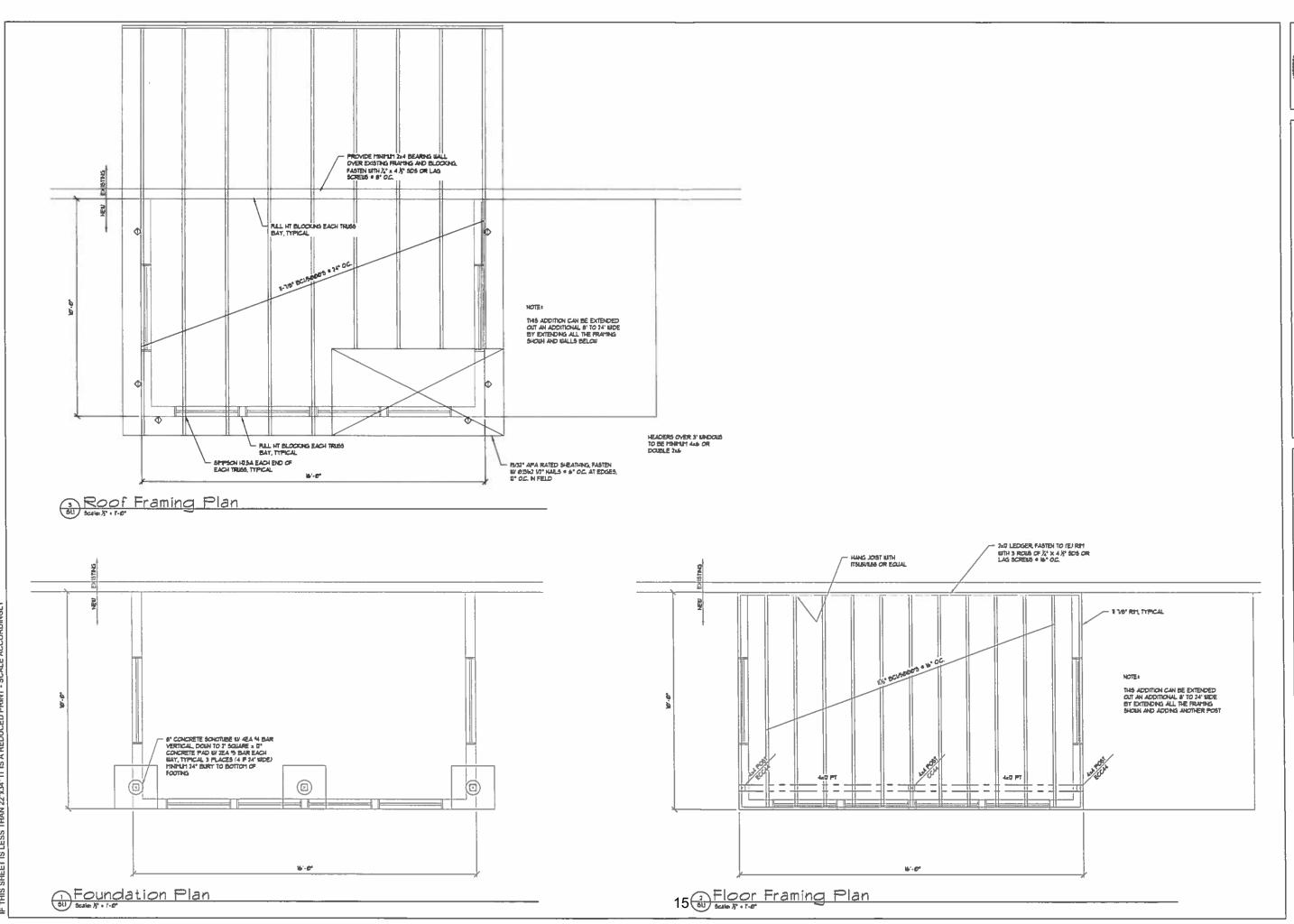
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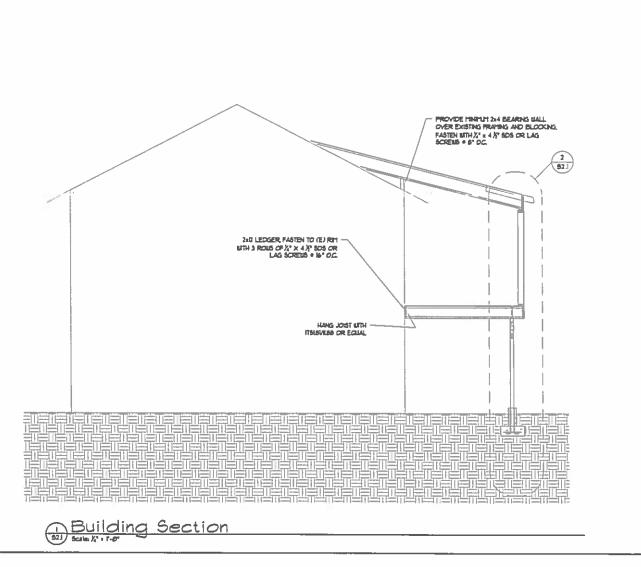
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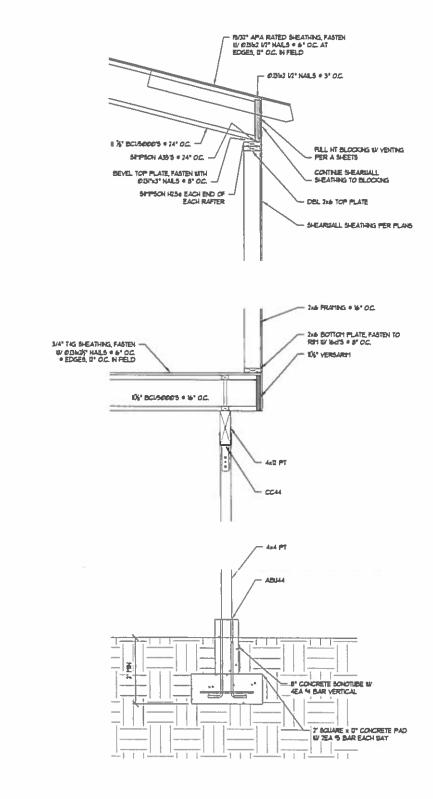
SHEET TITLE: FOUNDATION PLAN FLOOR FRAMING PLAN ROOF FRAMING PLAN

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Kodiak, Alaska







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SHEET TITLE: BUILDING SECTION WALL SECTION

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CITY OF KODIAK

SCHEDULE OF FEES, CHARGES, AND TARIFFS

Effective July 1, 2017

Proposed Amendments to the Schedule of Fees, Charges, and Tariffs.

Inserts of the additions and deletions for Sections 9, 10, and 12 are included. [Bold and underlined added. Deleted language stricken through.]

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City of Kodiak Schedule of Fees and Charges July 2017

Contents

Airport Facilities Includes float planes	Section 1
Ambulance; See Fire, Section 7	
Animal Control	Section 2
Assessments for Public Improvements	Section 3
Buildings and Construction Includes building and other code permits, inspections, plan review, mobile home and RV temporary visitor permits and impoundment fees, etc.	Section 4
Business Licenses and Permits	Section \$
Cemetery Includes burial and disinterment permits and grave preparation	Section 6
Fire Department	Section 7
General Services Includes financial documents, code of ordinances, copies, Council meeting materials, memorial bench fees, liens, real property applications, film permits encroachment permits, etc.	
Harbor	
Laboratory	Section 10
Library	Section 11
Parks and Recreation	Section 12

8.14	Film permit, commercial	200.00
8.15	Lien, Filing or Release (sales tax/utilities)	50.00
8.16	Memorial bench dedication fee	500.00
8.17	NSF or returned check	29.00
8.18	Sales Tax Returns, minimum estimated due per quarter	
8.18.1	All sales and services other than rentals	50.00
8.18.2	All rentals	157.50
8.19	Real Property, Purchase or Lease	
8.19.1	Application	50.00
8.19.2	Renewal of lease	50.00
8.20	Verbatim transcript	actual cost
Section 9	Harbor	
	A day is defined as a calendar day, midnight to midnight or portion thereof.	
9.1	Disposal	
9.1.1	Drums, each 55 gallon	24.00
9.1.2	Containment boom, per foot, per day, plus labor	0.60
9.1.3	Sorbent pads and boom	cost + 10%
9.1.4	·	0031 1 10 /0
9.1.4.1	Petroleum products and bilge waste, per gallon	1.20
9.1.4.1	Used oil	
	Oily bilge water, vessels under 400 gross tons	2.75
9.1.4.3	Oily bilge water, vessels over 400 gross tons	5.00
9.1.4.4	Testing and other necessary services	cost + 10%
9.2	Dry Storage	
	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.	
9.2.1	Daily, per square foot	0.04
9.2.2	Weekly, per square foot	0.14
9.2.3	Monthly, per square foot	0.47
9.2.4	Annual, per square foot	1.40
9.2.5		cost + 10%
9.2.3	Impounded vessels: cost of labor, equipment, and storage	COSt 1 10 /0
9.3.1	Electric Service, temporary, per day	18.00
9.3.1	120-volt single-phase or actual kWH cost, whichever is greater	41.50
	208-volt single-phase or actual kWH cost, whichever is greater	
9.3.3	208-volt three-phase or actual kWH cost, whichever is greater	47.50
9.3.4	Electric cord rental, per day	7.50
0.05	30-amp 120-volt twist lock cords	7.50
9.3.5	Electric plug rental, per day	
	30-amp twist lock GFI to 20-amp straight blade	6.00
	208 single phase to 30-amp twist lock	12.00
	208 three phase to 208 single phase	18.00
9.4	Tidal Grid, per foot, per tide	2.40
9.5	Services and equipment rental	
9.5.1	Backhoe/loader, with operator, per 1/2 hour	89.00
9.5.2	Fork Lift	
9.5.2.1	4-ton, with operator, per 1/2 hour	89.00
9.5.3	Labor and Materials	
9.5.3.1	City employees, straight time, per hour	77.00
9.5.3.2	City employees, overtime, per hour	107.00
9.5.3.3	Non-City labor and miscellaneous materials	cost + 10%
9.5.4	Pumps	

Section 9	Harbor (continued)	36.00
9.5.4.1	Dewatering, electric, per day	30.00
9.5.4.2		142.00
9.5.4.2	Dewatering, electric, per week	350.00
	Dewatering, electric, per month	
9.5.4.4	Dewatering gasoline, per day	60.00
9.5.4.5	Sewage, vessel or RV pump-out, per use	12.00
9.5.5	Tanker, used oil, with operator, per hour	154.00
9.5.6	Vessel, with operator, per hour	122.00
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	1.80
9.6.2	 Vessels 81' and over Includes Dock 1, Oscar's Dock, Piers 1, 2, & 3. 	2.10
	 Includes Dock 1, Oscal's Dock, Fiels 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 when scheduled in 	
	advance. 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	35.55
9.7.2	21 to 30 feet	35.55
9.7.3	31 to 40 feet	35.55
9.7.4	41 to 60 feet	48.59
9.7.5	61 to 80 feet	72.29
9.7.6	81 to 100 feet	84.73
9.7.7	101 to 120 feet	97.17
9.7.8	121 to 150 feet	105.47
9.7.9	151 feet +	118.50
9.8	Moorage, open/daily	1/60 of the
	Daily moorage shall stop accruing when an amount equal to 100% of the annual exclusive moorage has been reached. Years to provide the standard and the st	annual moorage rate
	 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.	
9.9	Parking	
9.9.1	Trailers at designated long-term parking areas	
9.9.1.1	Daily	6.00
9.9.1.2	Monthly	89.00
9.9.2	Permit parking for harbor customers in designated 30-day lots adjacent	
	to the harbors, per day	1.00
	 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. 	
9.10	Gravel ramp use at SHH and SPH	
9.10.1	Aircraft, per launch or retrieval	89.00
9.10.2	Vessels under 76 feet in length, per foot, per tide	1.20
9.10.3	Vessels 76 feet and longer, per foot, per tide	1.80
9.10.4	Annual usage fee (must be paid in advance)	2,370.00
9.11	Waiting list, per year	30.00

Section 9	Harbor (continued)	
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
9.12.2	Annual	118.50
9.13	Slip transfer fee, per vessel	18.00
<u>9.13.1</u>	Account sent to collections	<u>118.50</u>
9.14	Account sent to collections Harbor Shower Fee per time period	118.50 6.00
9.15	Sewage disposal at Pier II per day (dockage charged separately)	
0.40		89.00
9.16	 Shipyard Payment, without pre-approved credit, is 50% of the estimated yard fees and is due before the lift; the remainder must be paid prior to launch. Lifts taking more than four hours will be assessed extra labor and/or machine time. Dry dockage is assessed the entire time the vessel remains in the yard. 	
9.16.1	Lift, Block, and Launch	
9.16.1.1	Vessels up to 80'	69.00/ft
9.16.1.2	81' to 100'	78.00/ft
9.16.1.3	101' to 120'	94.00/ft
9.16.1.4	121' to 150'	111.00/ft
9.16.1.5	151' and up	120.00/ft
9.16.2	After hours surcharge	+ 20% / ft
9.16.2.1	Nonstandard Lift (operator and lift)	1,500.00/hr
9.16.2.2	Travel strap set up	T,M&E *+ 15%
9.16.2.3	Inspection Lift, includes 1 hour hang time free	75% of lift per launch
9.16.2.4	Hang Time (other than wash pad)	275.00 ea. addl. hour
9.16.2.4.1	Hang Time, on wash pad	200.00/hr
9.16.2.4.2	Hang Time, on heated wash pad	300.00/hr
9.16.5	Delay of Lift	250.00/half hour
9.16.6	Pressure Wash (and scrape if necessary)	T, M, & E*
9.16.7	Reposition	50% of lift /
		launch
9.16.8	Scheduling Deposit (credited to lift or forfeited if the vessel is late or no show)	750.00
9.16.9	Dry Dockage Space (lay day)	
9.16.9.1	Less than 14 days 1 to 30 days	2.90/ft/day
9.16.9.2	Greater than 1431 days or greater	2.65 <u>1.45</u> /ft/da
9.16.10	On-site Storage	·
9.16.10.1	Daily (first three days or portion thereof no charge)	0.05/ft/day
9.16.10.2	Minimum charge	15.00
9.16.11	Vendor (must be preapproved and have \$1 million liability coverage)	
9.16.11.1	Annual vendor fee	500.00/yr
9.16.11.2	Per vessel vendor fee (one-time use)	250.00
9.16.12	Utilities (includes water)	
9.16.12.1	120v single-phase 30 amp or actual kWh cost, whichever is greater	20.00/day
9.16.12.2	208v single-phase 50 amp or actual kWh cost, whichever is greater	40.00/day
9.16.12.3	208v three-phase 100 amp or actual kWh cost, whichever is greater	50.00/day
9.16.12.4	480v three-phase 100 amp or actual kWh cost, whichever is greater	70.00/day
9.16.13	Equipment Rental	

Section 9.16	Shipyard (continued)	
9.16.13.1	Fork lift	75.00/half hr
9.16.13.2	Man lift	75.00/half hr
9.16.13.3	December 1 Markov	250 00/day
	Pressure Washer	250.00/day
9.16.13.4	Other	T, M & E*
9.16.14	Environmental Tarp (ground tarp required for all bottom work)	Cost + 15%
9.16.15	Waste Disposal	1.0000/gallon
9.16.15.1 9.16.15.2	Used oil	1. 00 20/gallon 110.00/tip
9.16.15.2	Dumpster (5.5 yard)	•
9.16.15.4	Non-Hazardous liquids, including oil bilge water	2.25/gallon Cost + 15%
9.16.15.4	Hazardous Other, e.g., metals and wood	Cost + 15%
9.16.16	· · · · · · · · · · · · · · · · · · ·	COSI + 15%
9.16.16.1	Labor City Employee, attaight time	65.00/hr
9.16.16.1	City Employee, straight time	95.00/hr
9.16.16.3	City Employee, overtime Contract service provider (e.g., diver, lift operator, etc)	Cost + 15%
9.16.17	Environmental Surcharge	2.5% of gross
9.16.17	Other Fees and Services	Cost + 15%
0	i.e., labor hours), materials, and equipment hours	COSt + 15 /6
i, ivi, & L. Tillie (i.e., labor hours), materials, and equipment hours	
Section 10	Laboratory	
10.1	Appointments are required for all testing. Tests are performed on a time available basis. Certain tests can routinely be performed only during regular business hours, Monday through Thursday. If requested to be done at other times, charge is actual cost plus regular fee if any.	
10.1.1	Water bacterial analysis	40.0050.00
10.1.1	Colilert PA Total Coliform/E. Coli (SM 9223 B) Total Coliform MF mEndo (SM 9222 B)	50.00 60.00
10.1.2	Fecal Coliform MF mFC (SM 9222 D)	50.00 60.00
10.1.4	Total Coliform/E. Coli Colilert MPN LT2 (SM 9223 B)	60.00 <u>70.00</u>
10.1.5	Heterotrophic Count SimPlate method (SM 9215 E)	70.00 75.00
10.2	Biochemical Oxygen Demand (B.O.D. ₅) analysis (SM 5210 B)	75.00 80.00
10.7	Miscellaneous laboratory tests	Actual cost +
	Note: The following list is an example of laboratory tests that may be available. Alkalinity	10%
	Total Hardness	
	Free or Total Chlorine Residual	
	Color	
	Conductivity Copper	
	Dissolved oxygen	
	Iron	
	Langelier index	
	Manganese	
	Nitrate	
	рН	
	Swimming pool/spa analysis	
	Total dissolved solids	
	Total suspended solids	
10.8	Yard salt	500.00/ton
10.9	Miscellaneous chemicals	Actual cost +
		10 %

Section 12	Dayles and Description	
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.)	
12.1	City Organized Activities	
12.1.1	Basketball	
12.1.1.1	Adult Recreation Basketball Class A & Open Per Season Per Team	450.00
12.1.1.2	Adult Tournament Basketball Class B & C Per Season Per Team	350.00
12.1.1.3	Adult recreation Basketball B & C (Student) Per Season Per Team	175.00
12.1.1.4	Adult Recreation Basketball Class A & Open Per Person	75.00
12.1.1.5 <u>12.1.1.6</u>	Adult Recreation Basketball Class B & C Per Person	55.00 75.00 50.00
12.1.1.0	Adult Recreation Basketball (Student/Tournament) Per Person	<u>50.00</u>
12.1.1. <mark>67</mark>	Little Dribblers Per Season (6 weeks) Per Person	30.004 0.00
12.1.2	Volleyball	
12.1.2.1	Adult Recreation Volleyball Per Season Per Team	200.00
12.1.2.2	Adult Tournament Volleyball Per Person	25.00 40.00
12.1.2.3	Student Adult Recreation Women's Volleyball Per Team	100.00 25.00
12.1.3	Soccer	
12.1.3.1	Youth Soccer Per Season (6 weeks) Per Individual Person	30.00 40.00
12.1.4	Races	
12.1.4.1	Per Race Per Adult	20.00 30.00
12.1.4.2	Per Race Per Youth/Senior	10.00 20.00
12.1.5	Summer Program Page Opening (O.W. and D. Page Objild)	20 0040 00
12.1.5.1 12.1.6	Per Session (2 Week) Per Child	30.00 40.00
12.1.6.1	Softball Adult Boardation Softball Par Social Par Toom	200.00
12.1.6.2	Adult Recreation Softball Per Season Per Team	25.00
12.1.7	Hockey	20.00
12.1.7.1	Adult Recreation Hockey Per Season Per Person	75.00
12.2	City Facility	
12.2.1	Ice Rink	
12.2.1.1	Ice Time Per Session Per Adult	3.00 <u>5.00</u>
12.2.1.2	Ice Time Per Session Per Student/Senior	1.00 2.00
12.2.1.3	Ice Time Ice Time Per Month Per Adult	30.00 45.00
12.2.1.4	Ice Time Per Student	10.00 15.00
12.2.1.5	Ice Time Per Season Per Adult	130.00 160.00
12.2.1.6	Ice Time Per Season Per Student/Senior	4 5.00 <u>55.00</u>
12.2.1.7	Dental Per Hour	100.00
12.2.1.7 12.2.1.8	Rental Per Hour	350.00
12.2.2	Dasher board sponsor Swimming Pool	330.00
12.2.2.1	Per Session Per Adult	3.00 5.00
12.2.2.2	Per Session Per Youth/Senior	1.00 2.00
12.2.2.3	Per Session Infant - 3 years	Free 1.00
12.2.2.34	Per Month Per Adult	30.0045.00
12.2.2. <u>5</u> 4	Per Month Per Youth/Senior	10.00 15.00
12.2.2.6	Per Year Per Adult	420.00
12.2.2.7	Per Year Youth/Senior	135.00
1 <mark>2.2.2.<mark>6</mark>8</mark>	Masters Lessons Per Person Per Session	30.0 040.00

Section 12	Parks and Recreation (continued)		100.00
12.2.2. <mark>7</mark> 9	Rental Per Hour		100.00
12.2.3 12.2.3.1	Teen Center Racquetball Per Adult Per Session (1 hour)		3.00 - <u>5.00</u>
12.2.3.2	Racquetball Per Student/Senior Per Session (1 hour)		<u>2.00</u>
12.2.3. <mark>2</mark> 3	Racquetball Per Month Per Adult		30.00 45.00
<u>12.2.3.4</u>	Racquetball Per Month Per Student		<u>15.00</u>
<u>12.2.3.5</u>	Racquetball Per Year Per Adult		<u>420.00</u>
<u>12.2.3.6</u>	Racquetball Per Year Per Student		<u>135.00</u>
12.2.3. <mark>3</mark> 7	Auditorium Per 4 Hour Block (Under 50 people)		100.00
12.2.3. <mark>4</mark> 8	Auditorium Per 4 Hour Block (51 – 100 people)		200.00
12.2.3. <mark>5</mark> 9	Auditorium Cleaning Fee		25.00
12.2.4	East Addition Recreation Building		
12.2.4.1	Per Three Hour Block		100.00
Section 13	Police		
13.1	Evidence Reproduction		
13.1.1	Reproduction of video media		10.00
13.1.2	Reproduction of audio media		10.00
13.1.3	Photographic reprints, 35mm		
40.4.4			10%
13.1.4	Photo copies, per page		1.00
13.2	Excessive police services (per KCC 8.98.020)		150.00
13.3	Protective Custody		450.00
13.3.1	First detention		150.00
13.3.2	Each succeeding detention		plus 50.00 per incident
13.3.3	Ambulance usage		see Sec. 7.1
13.3.4	Medical charges		actual cost
13.4	Law Enforcement Certification Fee, BATF Form 4 Application		50.00
Section 14	Utilities	Inside City Limits	Outside City Limits
14.1	Connection to sewer or water system for all materials	5.5 ,	
	and labor used in making the connection	cost + 10%	cost + 10%
14.1.1	Minimum deposit		1,100.00
14.2	Delinquency Fee on utility payments	35.00	35.00
14.3	Hydrant Use		
	Temporary use of fire hydrants is permitted for cleaning, temporary water during construction projects, or similar uses. A fire hydrant use permit and operational training must be obtained from the Public		
14.3.1	Works Department prior to any use of the fire hydrant. Single-time permit (per 24-hour period)	35.00	35.00
14.3.1	Annual permit (per 24-nour period)	300.00	300.00
14.3.3	Fire hose and associated appliances	300.00	300.00
14.3.3.1	per 24-hour period	15.00	15.00
14.3.3.2	non-returned equipment	300.00	300.00
14.4	Sanitary Sewer	300.00	300.00
17.7	Note: The sewer fee for a use not specified will be established by the Public Works Department, based on a specified use which characteristics are the most similar to those of the unspecified use.		
14.4.1	For the purposes of this section, equivalent units are defined as follows:		







Potential Impact to Fund Balance

			FY 2018 Budgeted	
	Potential	FY 2018 Budgeted	Expenses of	Increase /
	Increase / (Decrease)	Revenues \$17,345,660	\$19,592,187 Plus \$4,000,000	(Decrease) to Fund Balance
# 1 – Senior Rebate Program at \$200	794.013	18.139.673	23.592.187	(5.452.514)
# 2 – ST Rate 7% Increase Cap to \$3,000	5,903,330	23,248,990	23,592,187	(343,197)
#\$-ST Rate 7% Eliminate Cap	6,586,975	23,932,635	23,592,187	340,448
# 4 – ST Rate 7% Increase Cap to \$3,000 – Rentals Remain \$750	5,653,094	22,998,754	23,592,187	(593,433)
#5 – ST Rate 7% Eliminate Cap – Rentals Remain \$750	6,228,048	23,573,187	23,592,187	(18,479)
# 6 Alcohol Tax at 5%	446,792	17,792,452	23,592,187	(5,799,735)
# 7 Tobacco Tax at 8%	176,995	17,522,655	23,592,187	(6,069,532)
# 8 Est Marijuana Tax Based on Population	18,431	17,364,091	23,592,187	(6,228,096)
# 9 Eliminate 2% Discount for Timely Filers	229,197	17,574,857	23,592,187	(6,017,330)