

City of Hoonah

P.O. Box 360 Hoonah, AK 99829 (907) 945-3663 Fax (907) 945-3445

PUBLIC NOTICE

COMMITTEE AS A WHOLE MEETING

Thursday October 5, 2023 @ 7:00 p.m.

The ZOOM call-in number is 1-253-215-8782. The Meeting ID is 833 0629 3537 and the Passcode is 448917

I. Call to Order

II. Roll Call

III. Agenda Revisions

IV. Items of Business:

a) Reversionary Clause Satisfaction between the City of Hoonah & Hoonah Indian Association

1. Public Comment-3-minutes per person

b) Hoonah Wharf Permitting

1. Public Comment- 3-minutes per person

c) Tideland Lot T-12A Lease Request- Todd Thingvall

1. Public Comment-3-minutes per person

d) Expense Authorization Fund Change for Bear Resistant Trash Cans

1. Public Comment- 3-minutes per person

e) Additional Cost of \$23,830.43 for Upgrade to the Harbor Lift Station from Excise Tax

1. Public Comment- 3-minutes per person

f) Discussion on Establishing Police Department Trailer Rental Rates

1. Public Comment- 3-minutes per person

g) Community/Council Comments- 3 Minute Time Limit

V. Adjourn



RECORD IN THE SITKA RECORDING DISTRICT
AFTER RECORDING PLEASE RETURN TO:

City of Hoonah
P.O. Box 360
Hoonah, AK 99829

WARRANTY DEED

This Deed is made by and between the City of Hoonah, whose address is P.O. Box 360, Hoonah, Alaska 99829, hereinafter referred to as the City, and Hoonah Indian Association, whose address is P.O. Box 602, Hoonah, Alaska 99829, hereinafter referred to as the Tribe.

The City, as a condition of the City's and the Tribe's agreement (the "Agreement"), signed and dated March 27 and April 8, 2019, regarding resolution of claims and counterclaims related to the Hoonah Cannery Road Rockfall Mitigation and Walking Trail Accessibility Upgrade Project (herein, the "Project") and Case No. 1JU-17-980 CI, hereby conveys, "as is, where is," with no warranties, and subject to the terms and conditions of the Agreement and this Deed, right, title and interest in the following legally described real properties located in Hoonah, Alaska (herein together, the "Property") to the Tribe:

1. Lot 1, Block B, Dalton Creek Subdivision Phase III, according to the official plat thereof, recorded under Plat No. 2019-12, Records of the Sitka Recording District, Hoonah, Alaska, First Judicial District of Alaska.
2. Lot 1, Block D, Dalton Creek Subdivision Phase III, according to the official plat thereof, recorded under Plat No. 2019-12, Records Hoonah, Alaska, First Judicial District of Alaska.
3. Lot 7, Block A, Dalton Creek Subdivision Phase III, according to the official plat thereof, recorded under Plat No. 2019-12, Records of the Sitka Recording District, Hoonah, Alaska, First Judicial District of Alaska.
4. Lot 10, Block C, Dalton Creek Subdivision Phase III, according to the official plat thereof, recorded under Plat No. 2019-12, Records of the Sitka Recording District, Hoonah, Alaska, First Judicial District of Alaska.

ALL SUBJECT TO: All easements, reservations, covenants, conditions, restrictions, plat notations, patent reservations, rights-of-way and agreements of record.

The City is conveying and the Tribe is receiving the Property, subject to the following terms and conditions:

1. The City's Representations and Warranties. By execution and conveyance of this Deed, the City expressly represents and warrants the following:

1.1 The City is the sole and lawful owner of the Property and is fully authorized to execute this Deed;

1.2 The Property is free and clear from any and all encumbrances, that there is no prior pledge, option or gift of any part thereof to any person or entity; and

1.3 There are no claims, judgments, liens or other encumbrances of any kind whatsoever against the Property, any portion of the Property, or title to it.

2. The Tribe's Representations and Warranties. By execution and acceptance of this Deed, the Tribe expressly represents and warrants the following:

September 15, 2023

Dennis H. Gray, Jr.
City Administrator
P.O. Box 360
Hoonah, AK 99829

Subject: Hoonah Wharf Project

Dear Mr. Gray;

Thanks for the opportunity to provide a scope and budget for assisting with compliance with the Endangered Species Act (ESA) and the Marine Mammal Protection Act on Hoonah's waterfront development plan. From the information you provided, you are interested in installing a new commercial wharf structure adjacent to the existing north side of the harbor breakwater. It is likely that the commercial lease wharf will be support by piles and house general commercial buildings, a native crafts woodworking shop, a restaurant, hotel, and public bathrooms.

Based on our permitting experience in the area, we assume that an U.S. Army Corps of Engineers (USACE) Section 404/10 permit will be needed. The USACE must complete Endangered Species Act (ESA) National Marine Fisheries Service (NMFS) in order to issue the permit. It is expected, because of the size of the piles and the installation methods underwater noise will travel up to 16,000 meters from the wharf and that formal consultation will be needed. In addition, under the Marine Mammal Protection Act (MMPA), NMFS will likely require an Incidental Harassment Authorization (IHA).

This letter summarizes Solstice Alaska Consulting, Inc.'s (SolsticeAK) proposed scope and budget for assisting with ESA and MMPA compliance associated the wharf installation work.

Task 1. Initial Consultation

It is understood that an USACE application has been submitted. SolsticeAK would conduct consultations with the USACE to determine the agency's needs and ideas related to the project and consultation with NMFS. A teleconference would be conducted with the City, their engineer (PDC), USACE, and NMFS to document what has occurred to date, what is expected, and a path forward. Additional discussions would occur throughout the effort to ensure that the process stays on track and moves forward. The results of these discussions will guide document preparation and determine the permitting schedule.



Task 2. Endangered Species Act Section 7 Consultation

Biological Assessment

Because the USACE is responsible for ESA consultations, SolsticeAK would first work with them to obtain formal approval to consult on the USACE's behalf. This would involve drafting a letter to the agency.

Then SolsticeAK would draft a biological assessment (BA) based on the likelihood of a "likely to affect, not likely to adversely affect" finding under the ESA. (A BA is required to complete formal consultation under ESA.) The BA would include the following sections:

1. Project Description (including action area)
2. Description of Species and their Habitat
3. Environmental Baseline
4. Effects of the Action
5. Determination of Effect

It is expected that the BA would be submitted to NMFS as a draft and that there would be some "back and forth" on the document until it is finalized. The BA will be used by NMFS to draft a biological opinion (BO) and complete formal consultation.

Task 3. Marine Mammal Protection Act Incidental Harassment Authorization Application

SolsticeAK will draft an incidental harassment authorization (IHA) application to submit to NMFS. As has occurred on previous projects, SolsticeAK would work with NMFS to finalize the IHA application through teleconferences and email. As required, the IHA application will include the following sections:

1. Description of Specific Activity
2. Dates, Duration, and Region of Activity
3. Species and Numbers of Marine Mammals
4. Affected Species Status and Distribution
5. Type of Incidental Take Authorization Requested
6. Take Estimates for Marine Mammals
7. Anticipated Impact of Activity
8. Anticipated Impact on Subsistence Uses
9. Anticipated Impacts on Habitat
10. Anticipated Effects of Habitat Impacts on Marine Mammals
11. Mitigation Measures
12. Arctic Plan of Coordination
13. Monitoring and Reporting
14. Suggested Means of Coordination
15. References



NMFS will use the application to draft the IHA, which will allow for the “take” of marine mammals by sound harassment during construction

Task 4. Follow Up

SolsticeAK would work with the City and USACE to answer questions and provide additional information to agencies, as needed. SolsticeAK would also continue to check on the status of NMFS’s BO and the IHA to ensure processing in a timely manner. Once the BO and ESA concurrence and IHA are issued, SolsticeAK would draft a memorandum summarizing conditions and requirements.

Assumptions

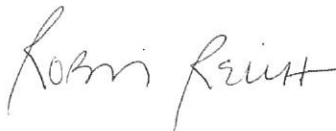
The following points are assumed for this project. If the assumptions change, SolsticeAK may require a change in scope and budget to complete the work.

- No travel to the project site would be needed.
- The City engineers would provide drawings and project specifics as required, including:
 - Numbers and sizes of piles
 - Pile driving methods and times
 - Fill types, quantities, and areas
- Engineering support or design and construction-related issues/questions encountered through the process would be addressed by the City or their engineer.
- A marine mammal field survey would not be needed. If any agency requests or recommends a survey, this scope and budget would require amendment.
- An IHA from U.S. Fish and Wildlife Service for sea otters would not be needed.
- Marine mammal monitoring during construction is not included in this scope.

Project Budget

The estimated cost for the services described above be expected to cost no more than \$55,715. Please see attached budget for details.

Sincerely,



President
Solstice Alaska Consulting, Inc.

Attachment: Budget



COST ESTIMATE										
Solstice Alaska Consulting, Inc.				PROJECT TITLE: Hoonah Wharf Project						
				TASK DESCRIPTION: TOTAL COSTS		DATE: 09.15.2023				
										PREPARED BY: R. Reich
SUB-TASK DESCRIPTION	R. Reich (Sn Env Plnr)	C. Connaker (Env Plnr)	E. Hagy (Jr Env Plnr)		EXPENSES					Subtotal
	NMFS Biological Assessment	19	120	35						
NMFS Incidental Harassment Authorization	82	251	20							\$ 38,335
										\$ -
TOTAL LABOR HOURS	101	371	55	Expenses	\$ -					
LABOR RATES (\$/HR)	\$130.00	\$105.00	\$66.00							
LABOR COSTS (\$)	\$13,130	\$38,955	\$3,630							\$55,715

Notes:

COST ESTIMATE											
Solstice Alaska Consulting, Inc.				PROJECT TITLE: Hoonah Wharf Project							
				TASK DESCRIPTION: NMFS Formal Consultation: Biological As				DATE: 09.15.2023			
SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION				Travel	Hotel	Food	Parking	Rental Car		Subtotal
	R. Reich (Sn Env)	C. Connaker	N. Kiley-Bergen (Jr)								
BIOLOGICAL ASSESSMENT											
Project Description (including action area)	2	20	10								\$ 3,020
Description of Species and their Habitat	5	20									\$ 2,750
Environmental Baseline	5	20	10								\$ 3,410
Effects of the Action	5	40	10								\$ 5,510
Determination of Effect	2	20	5								\$ 2,690
TOTAL LABOR HOURS	19	120	35	Expenses	\$ -						\$ -
LABOR RATES (\$/HR)	\$130.00	\$105.00	\$66.00								
LABOR COSTS (\$)	\$2,470	\$12,600	\$2,310								\$17,380

Notes:

COST ESTIMATE										
Solstice Alaska Consulting, Inc.				PROJECT TITLE: Hoonah Wharf Project						
				TASK DESCRIPTION: NMFS Incidental Harassment Authorization Application				DATE: 09.15.2023		
SUB-TASK DESCRIPTION										PREPARED BY: R. Reich
SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION			Travel	Hotel	Food	Parking	Rental Car		Subtotal
	R. Reich (Sn Env)	C. Connaker	N. Kiley-Bergen (Jr)							
MMPA ASSISTANCE										
NMFS IHA Application										
Description of Specific Activity	2	10								\$ 1,310
Dates, Duration, and Region of Activity	2	10								\$ 1,310
Species and Numbers of Marine Mammals	4	20								\$ 2,620
Affected Species Status and Distribution	10	20								\$ 3,400
Type of Incidental Take Authorization Requested	3	30								\$ 3,540
Take Estimates for Marine Mammals	4	40								\$ 4,720
Anticipated Impact of Activity	3	20								\$ 2,490
Anticipated Impact on Subsistence Uses	3	10								\$ 1,440
Anticipated Impacts on Habitat	3	20								\$ 2,490
Anticipated Effects of Habitat Impacts on Marine Mammals	3	20								\$ 2,490
Mitigation Measures	2	10								\$ 1,310
Arctic Plan of Coordination		1								\$ 105
Monitoring and Reporting	40	20	20							\$ 8,620
Suggested Means of Coordination	2	10								\$ 1,310
References	1	10								\$ 1,180
TOTAL LABOR HOURS	82	251	20	Expenses	\$ -					\$ -
LABOR RATES (\$/HR)	\$130.00	\$105.00	\$66.00							
LABOR COSTS (\$)	\$10,660	\$26,355	\$1,320							\$38,335

Notes: Includes coordination with NMFS in Maryland and Alaska; includes coordination with subsistence users; assumes project description from BA can be used.

Application and Certificate for Payment

TO OWNER: City of Hoonah P.O. Box 360 Hoonah, AK 99829	PROJECT: City of Hoonah - Blue Warehouse Upgrades Hoonah
FROM CONTRACTOR: McG Constructors, Inc. P.O. Box 718 Sitka, AK 99835	VIA ARCHITECT:

8/12/23 people approved by Council 7/11/23
 Additional needs approved from their list
 8/23/23

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM			\$419,000.00
2. NET CHANGE BY CHANGE ORDERS			\$146,896.43
3. CONTRACT SUM TO DATE (Line 1 ± 2)			\$565,896.43
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			\$555,896.43
5. RETAINAGE:			
a. 0 % of Completed Work (Column D + E on G703)		\$0.00	
b. 0 % of Stored Material (Column F on G703)		\$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			\$0.00
6. TOTAL EARNED LESS RETAINAGE			\$555,896.43
(Line 4 Less Line 5 Total)			
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT			\$414,000.00
(Line 6 from prior Certificate)			
8. CURRENT PAYMENT DUE			\$141,896.43
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			\$10,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$146,896.43	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$146,896.43	\$0.00
NET CHANGES by Change Order		\$146,896.43

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____ Date: September 18, 2023
 By: *[Signature]*
 State of: _____
 County of: _____
 Subscribed and sworn to before me this _____ day of _____

Notary Public: _____
 My Commission expires: _____
ARCHITECTS CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$141,896.43
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____ Date: 9/18/23
 By: *[Signature]*

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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