

City of Saxman Totem and Tourism April 05, 2022 4:00 PM

AGENDA

Call to Order

Roll Call

Public Comment

Consideration of the Agenda

Old Business

1. Chief Ebbits Pole

<u>Background:</u> At the last meeting it was identified that a plan to get a pole and carver for the Chief Ebbits pole needs to be made. Mayor Seludo will contact one of the carvers in mind to get more information and invite him over for our next Building and Ordinance Meeting. Administrative staff is working with President Williams to get an AML quote.

Mayor Seludo suggested we keep this on the Agenda and continue discussion at the next Totem and Tourism meeting.

2. Totem Inspection

<u>Background:</u> At the last meeting the Council discussed hiring an inspection team for all of the Totems. The Council requested that the Administrative staff put together a more detailed contract for the inspector prior to approaching

Rock Oyster Pole Restoration

<u>Background:</u> The Council requested staff make a draft RFP for the Rock Oyster Pole. Staff is presenting a draft RFP for consideration.

4. Repair of Current Poles

<u>Background:</u> At the last meeting a plan was started for a carver and finances for repairing totems that are still standing but have some damage. Mayor Seludo mentioned that there is a gentleman in Sitka that he could get in contact with to see what his fees are. The Administrator did some research on at least getting the wings up by the end of April.

New Business

5. 2022 Independent Tour Contract

<u>Background</u>: The City Administrator is presenting a draft 2022 Independent Tour Contract for edits or approval.

6. Headcount Accounting Equipment

<u>Background</u>: The Administrator would like to request permission to purchase additional square equipment for tourism. After going over it at length with accounting we decided

the best option is to create a square account that is only for tourism. It will be able to keep track of cash and invoiced head count fees. The City already has the 2 iPad minis.

7. Negotiated Rates

<u>Background:</u> The City Administrator would like guidance on offering negotiated rates to other tour companies. When the City Council back in 2018 increased rates for permitted tour vehicles the City lost a few large customers. The Administrator would like to work on getting these customers back.

Council Comments

Adjournment



RFP Bid Solicitation

Re-Carving of the Rock Oyster Pole

For installation at:

Saxman's Totem Row Park



RFP Release Date:

DESCRIPTION

The Civilian Conservation Corps (CCC) relocated the Giant Rock Oyster Pole from a village in Southeast Alaska to the newly established Saxman Totem Park.

In the 1961 volume, *The Wolf and the Raven*, anthropologist Viola Garfield and architect Linn Forrest describe the visual characteristics of the Giant Rock Oyster Pole:



"On the Giant Rock Oyster pole are carved the emblems of four related house groups of the Nexadi clan, descendants of Eagle Claw House, whose crest appears at the top of the pole. The human body with claws instead of feet symbolizes the members of Eagle Claw House as distinct from other Eagle clansmen.

The beaver below the eagle is the crest of the Beaver Dam House, while the second beaver is the emblem of Beaver Tail House.

The face at the base of the pole symbolizes Giant Rock Oyster House.

All three of these house groups are offshoots or subdivisions of the parent Eagle Claw House.

This pole is a kind of genealogical record of the relationship of the four house groups to each other and was dedicated as a memorial to deceased members.

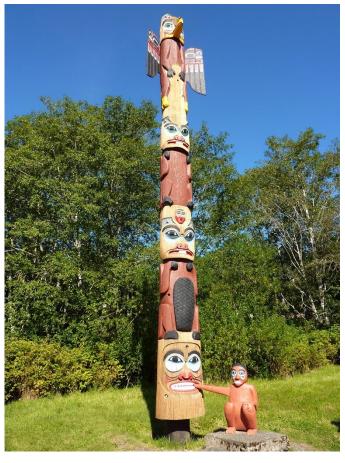
The man whose hand is caught in the oyster recalls the tragedy that gave his relatives their name.

The Giant Rock Oyster totem was brought from Cape Fox in 1938, where it stood in Front of the Eagle Claw House.

Two very unusually carved corner posts from this House were brought to the Saxman workshop for preservation. Each was carved to represent the foreleg of the eagle with the "knee" resting on the ground and the claws supporting the end of the back, and the decoration occurs only on the section of the post that would be visible inside the house. These eagle-leg posts are, however, carved in the round. The selection of the leg as a design is also very unusual. In the great majority of carvings the whole body was used, even though distorted and rearranged to conform to the highly formalized conventions of the art style."

Content referenced here can be found at The Living New Deal: https://livingnewdeal.org/projects/saxman-totem-park-giant-rock-oyster-pole-ketchikan-ak/s





The photographic material published here was found on the website created by the Living New Deal and was provided by courtesy of Linn A. Forrest (1905-1986), a practicing architect who photographed the totem poles at the time of their restoration, between 1939 and 1941. Forrest oversaw the joint program of the Forest Service and the Civilian Conservation Corps to recruit Alaska native carvers in the restoration and re-carving of totem poles throughout Southeast Alaska. Employed by the U.S. Forest Service in Oregon.

<u>Technical Specifications:</u> The Rock Oyster Pole pole is 35' tall, with a 50" diameter at the base. The pole has 180 degrees of carving. The city would like it restored to its fully rounded original.

Scope of Work:

The work includes all carving tasks and all necessary tools to produce the identified totem strictly patterned after the original pole. During the restoration in the 1930's the carvers split the pole at 180 degrees and carved out the back, presumably to remove rot. The new pole should be a full round 360 degree totem. The Saxman Carving Center will be made available for all carving tasks at no cost to the carver. The carver will supply the red cedar log and reimburse any cost to get it to Saxman. The City of Saman will pay for the pole raising. Please read the attached contract template for additional details, including how inspection and payment will be handled.

Questions:

Questions should be submitted in writing to Lori Richmond at cityclerksaxman@kpunet.net.

City of Saxman

Rock Oyster Pole Re-Carving
Bids Due:
Quote Tabulation Form

Work Task	Quote in Dollars
Re-carve the Chief Ebbits pole according to provisions outlined herein	\$
and further specified in the attached Art Creation Agreement (contract).	

I have read the attached RFP and the Art Creation Ag	
Signature of Bidder	Date

ART CREATION AGREEMENT

THIS AGREEMENT is made on theth day	y of, 2022
BETWEEN:	
The City of Saxman (hereinafter referred to as "City")	
AND:	
(hereinafter referred t	o as "the Artist")

1. ENGAGEMENT

The City of Saxman hereby retains the Artist to complete the following task:

Creation of replica of the following totem pole for the City of Saxman, Totem Row Park

- A. A replica of the Rock Oyster pole strictly patterned off the older pole currently located at Saxman Totem Park. Dimensions to be as close to identical as possible to that of the existing pole. The scope of work includes:
 - 1) submitting *initial drawings* on paper showing the carving design/plan (to be as identical as possible to the existing pole) to the Totem Committee of the Saxman City Council. No carving is to commence until the drawings are approved.
 - 2) Identifying the location of a red cedar log to be used for the Rock Oyster Pole and submitting a plan to get the log/totem to Saxman.
 - 3) *carving* the totem to 100% completion and submitting pictures showing that each milestone has been completed (see below).

Artist agrees to perform all work required outlined above including but not limited to design, cost of tools, cost of materials, time involved in procuring and preparing materials, travel expenses, contracting assistants, carving, painting, and any other costs.

Artist agrees to complete items in "Section A	" by:
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2. ARTIST FEE

Carving Agreement Template

- A. The City of Saxman shall pay to the Artist a total sum of \$ if they complete the pole and all the milestones prior to the respective due dates listed below. This sum shall represent all payments associated with completion of the Artwork, including but not limited to design, cost of tools, cost of materials, time involved in procuring and preparing materials, contracting assistants, carving, and painting. The City shall allow the Artist to use the Edwin Dewitt Carving Center free of cost to complete the scope of work outlined in Section 1 (above) only.
- B. Payments will be made by check, signed by 2 Council Members, to the artist named on this contract.
- C. The Artist agrees to assume full and complete responsibility for all tasks associated with the timely completion of the Artwork, including finding a suitable log and submitting a plan to deliver the log to Saxman.
- D. Payment of the total contract sum from Section 2A above in 5 milestone payments, which shall be based upon successful completion of "milestone" achievements. In order to receive milestone payments the Artist must submit 360 degree pictures substantiating that they have completed each milestone to the City's designee(s) who will forward to the Totem Committee. The milestones are as follows:

MILESTONE 1: 5% of the total contract sum will be paid by the City to the Artist when paper and pencil drawings have been submitted by the artist and are approved by the Totem Committee of the Saxman City Council and/or their designees. This milestone must be reached within 30 days of acceptance of the project (date) the City of Saxman can nullify this agreement in its entirety. See section 2E below.

MILESTONE 2: - 20% of the total contract sum will be paid by the City to the Artist, payable upon rough shaping of the totem. Rough shaping includes cutting the log to length, and roughly establishing the location of the figures on the cedar log. This milestone must be reached within 9 months after acceptance of drawings or the City can nullify this agreement in its entirety and the Artist (date) will be responsible for repaying the City. See section 2E below.

MILESTONE 3: -- 20% of the total contract sum will be paid by the City to the Artist, payable upon completing 50% of the detail carving work for figures and symbols on the totem. This milestone must be reached 12-18 months after start of project (date) or the City can nullify this agreement in its entirety and the Artist will be responsible for repaying the City. See section 2E below.

MILESTONE 4 -- 20% of the total contract sum will be paid by the City to the Artist, payable upon 80% completion of the detail work on the totem. This milestone must be reached

May 2022

19-24 months after start of project (date) or the City can nullify this agreement in its entirety and the Artist will be responsible for repaying the City. See section 2E below.

MILESTONE 5: the remaining 35% of the total contract sum will be paid by the City to the Artist, upon 100% completion of all adzing, carving, and painting tasks. This milestone must be reached 24-36 months after start of project (date) can nullify this agreement in its entirety and the Artist will be responsible for repaying the City. See section 2E below.

- E. Upon completion of each of the milestones 2-5 above, the Artist shall request that the City of Saxman Totem Committee and City Council review the work to ensure conditions for release of payment have been met. The form in Exhibit A will be used for approving milestone completion and releasing payment.
- F. After the City of Saxman has verified that conditions for release of payment have been met (see Exhibit A), the Artist shall submit an invoice, billing the City of Saxman for the work. The City shall process and issue payment within 2 weeks of approving the work has been completed using the form in Exhibit A.
- G. In the event that the Artist has not reached any milestone by the due date indicated, the Artist agrees to repay to the City the entire sum paid to the artist under this agreement. The Artist agrees that failure to repay this funding may result in additional costs to the Artist, such as attorney fees, collections agency fees.
- H. The City retains the right to hire another carver to complete the project if the Artist does not meet the timelines indicated herein.
- If the artist completes the entire project within 18 months of the signing of this contract the artist will be eligible for a 5% (of the carving expense not to include the cost of pole raising or procurement and delivery of the pole) early completion award.

3. STATUS OF PARTIES

A. The Artist's relationship with the City of Saxman shall be that of an independent contractor and not that of an employee or agent. The Artist shall be solely responsible for remitting such amounts as may be required by US law to applicable tax, child support, and other authorities. Any subcontractors hired by the Artist to aid with the completion of the Artwork shall be solely responsible for remitting such amounts as may be required by US law to applicable tax, child support, and other authorities.

4. DEFAULT and TERMINATION

- A. This agreement can be terminated in writing by the City in the event that the Artist fails to meet the conditions for review of work as outlined in Section 2A-2E, above.
- B. Should the Artist be in a condition of default, upon written notice of default having been provided by the City to the Artist, the City may immediately cease making payments under this Agreement.
- C. Should the default not be cured within 30 days of the date of notice of the default the City may terminate the grant agreement and pursue remedies including 1) withholding any further payments under the agreement; 2) seeking recovery of any funds improperly expended; and 3) pursuing any other remedies in law or equity.
- D. The City, by written notice, may terminate this agreement, in whole or in part, for substantial breach of this agreement.
- E. The effective date of this agreement is the date this agreement is signed by the City.
- F. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail at the addresses set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered, if served personally, or upon the expiration of forty-eight hours after the time of mailing, if mailed as provided in this section.
- G. Waiver or Forbearance. The issuance of a payment under this grant by the City, with or without knowledge of any default on the part of the Grantee, is not a waiver of any provision of this agreement. No failure on the part of the City to enforce a provision of this agreement, nor the waiver of any right under this agreement by the City, unless in writing, will discharge or invalidate the application of such provision. No forbearance or written waiver affects the right of the City to enforce any provision of this agreement in the event of any subsequent default.

CITY:

City of Saxman Attention: Lori Richmond, City Administrator Route 2 Box 1 Ketchikan, AK 99901

ARTIST:

CITY CERTI	FICATE
I, certify that I am the Mayor of the second class municipality named as CITY in the foregoing instrument; that, who signed said instrument on behalf of the City of Saxman, Saxman, Alaska is the Mayor for said organization; that said instrument was duly signed for in behalf of said second class municipality by authority of its governing body and is within the scope of its powers.	
CITY ACKNOW	LEDGMENT
THIS IS TO CERTIFY that on this day of a notary public in and for the State of Alaska, appeared, to me know to municipal corporation, the corporation wh instrument; who on oath states that they were and affix the corporate seal thereto on behalf me that they signed and sealed the same corporation;	, 2022, before me, the undersigned, duly commissioned and sworn, personally be the Mayor of the CITY OF SAXMAN, a ich executed the above and foregoing duly authorized to execute said instrument of said corporation; who acknowledged to
WITNESS my hand and official seal the day and	d year in the certificate first above written.
(Notary Seal)	
	Notary Public for Alaska
	My Commission Expires:
AGREED TO ON THIS DAY OF	, 2022.
PER: Mayor Mayor, City of Saxman	Artist

Exhibit A

Approval of Milestone Completion and Release of Payment to Artist

Date:	
In regards to the Art Creation Agreement	t between the City of Saxman and
(Artist) signed	on (date). The
undersigned certify that the work associa	
been completed. By signing below the C	ity designee and the Owner's
designee certify that the work associated	with the milestone has been
adequately completed. The designee's leader to release any and all payments associated	•
City of Saxman Designee (print name)	Owner's Designee (print Name)
 City of Saxman Designee (signature)	Owner's Designee (signature)

SAXMAN NATIVE VILLAGE INDEPENDENT TOUR AGREEMENT 2022

The following information, when accepted by the Independent Tour Operator, shall represent an agreement between the City of Saxman and the Signee to operate as an Independent Tour within the City of Saxman for the tourist year 2022. All persons employed by the Signee are held to accept the contents of this document to an extent equal to the Signee. Subsequently, the Signee shall be held accountable for its employees/agents actions and activities. Signing of this document signifies an understanding of the rules for operation for the 2022 Tourist Season and a willingness to ensure all persons representing the Company of the Signee understand and will adhere to the rules stated below.

Definitions:

Independent Tour Operator/Company: A person who represents a company created to bring visitors, among other tourist areas, to the Saxman Native Village. A company, regardless of the primary focus of operation, that is used in whole or part, for the purpose of bringing visitors to Saxman Native Village for commercial reasons. This includes taxi companies, bus companies, shuttle services, etc.

Vehicles: Any mode of transportation used by persons, whether designated as tour guides or not, who bring visitors for a fee to Saxman for the purpose of observing any portion of the attractions offered in support of the tourism program.

Visitors: Any persons entering the Saxman Native Village for the purpose of observing any portion of the Native related programs conducted there.

Traffic Coordinator: Employee of the City of Saxman or Cape Fox Tours who has the responsibility of ensuring traffic flows smoothly. Has the additional responsibility of ensuring tour companies abide by all current City regulations, Supervised by the City Administrator and Director of Cape Fox Tours, as appropriate.

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- A. All Tour Operators intending to operate as Independent Tour Operators within the confines of the Saxman Native Village must apply for and be granted a permit to operate within the tour area before conducting commercial tours. The City of Saxman reserves the right to refuse and/or revoke the permit of any Independent Tour operator and his/her company under any name by which the operator may choose to identify his/her company. A copy of the permit will be displayed in the rear or drivers side window, in open view, of each vehicle. The permit number and the license number of the vehicle must correspond with City of Saxman records. Attempts to shift permits between vehicles may result in automatic and permanent revocation of that company's permit. Any misrepresentation, through incorrect stories of the Totem Poles or slanderous remarks about the Totem Poles, is also cause for revocation of permit.
- B. All tours will be classified as "Stop and Tour". There will be no head count fee for "drive through" tours. All tours, regardless of type, brought to Saxman by an Independent Tour Operator will have a guide representing the tour company. This guide will stay with the group at all times. No visitors will be allowed to off-load from busses on South Tongass Highway or any other location inside or outside of the Saxman Native Village and allowed to proceed on their own unsupervised tour.
- C. All Independent Tour guides will report to the Tour Monitor as soon as feasibly possible. The Tour Monitor will enter the Company, the number of guests, and the permit number into the register. Each guest will receive a ticket as proof of payment and the tour operator will receive a receipt via email or text. In the absence of the Tour Monitor, City Hall will enter your information and distribute tickets. If City Hall is closed AND there is no tour monitor then back up tour slips can be filled out and turned in the next time the tour operator checks in with the Tour Monitor.
- D. Tour fees for 2022 will be as follows:

Per first vehicle for a tour company - \$250.00 Addition vehicles - \$75.00 Charge per visitor - \$5.00 Alaska Marine Highway, Local Bus, and Local Cabs (Whether walk or drive through) - \$5.00 (No tour operator) Children 4 years old and under - \$0.00

*Tour Operator MUST check in with either park attendant at the start of the tour.

^{*}Tour bus must be parked as instructed

^{*} Do Not Leave Vehicles Running

* Guests arriving with a tour company need to stay with the driver

* NO Reproducing Totem Stories Document

Fees will be billed every other Monday and are due no later than the following Monday. Should Monday fall on a weekend or a holiday, payment must be made the work day directly before. Failure to make payments when due will result in park access revoked.

A late charge of 10% or \$15.00, whichever is greater, will be charged for payments received after the due date. There is a NSF fee of \$25.00 per check.

It is the responsibility of each tour operator to maintain accurate records and submit payments. Discrepancies will be settled as they are reported.

The City of Saxman reserves the right to run a credit report and/or to require the tour operator to put down a security deposit. The amount of the security deposit will be determined by the City Administrator and will be refundable at the end of the tour season once all payments have been made by the tour operator and verified by the City of Saxman Finance Officer.

- E. Tours will start in the vicinity of the parking lot south of the Saxman Carving Center. Tourist pick-ups will be made in the parking lot of the City Hall or at the point where the tour started. NOT on the highway!
- F. Between drop off and pick up, vehicles will be parked only in the area noted above, or in the City Hall parking lot. Pick-ups in violation of this rule will be cause for revocation of permits. Exceptions will be made for handicapped visitors. Such pick-ups will be coordinated with the Tour Monitor.
- G. Drive-through tours will not stop except for emergency or safety considerations. If drive-through tours stop at all, operators will stay with their passengers. Any Commercial drivers who are found to be stopping without proper payment will be fined by the VPSO and could ultimately receive a No Trespass order from the VPSO. Tours are not permitted to drive through the residential areas of Saxman.
- F. The Tour Guide will be responsible for the actions of all visitors on his/her tour and accompany the group at all times with the following exception:
 - Visitors may be released at the Village Store while the tour leader relocates the bus for handicap pick up.
 - Visitors who are physically unable to walk the uphill portion of Totem Row may be picked up at the parking lot of the "Old School House"
- G. Guides and visitors are expected to treat all other visitors and guides with courtesy and respect. Any conflict with other tour groups or guides, regardless of origin,

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will be brought to the attention of the City of Saxman, City Administrator, at the time of the occurrence or the next business day. Reports of conflicts should include time, name and place of the persons involved. Complaints filed more than 24 hours after occurrence or without a firm basis for further investigation will not be investigated. Littering or obnoxious conduct by any guides or group members will not be tolerated.

- H. Independent tours will be conducted separate from tours operated by Cape Fox Tours. Independent tour members will not join with any Cape Fox Tours for any portions of the presentations sponsored by Cape Fox Tours.
- I. Entrance to the Tribal House is prohibited unless escorted by an employee of CFT between shows. Observation from the outside of the Carving Center will be done as a group, not mingled with other tour groups.
- J. Conflicts between Tour Operators and any other organization or their representatives who are responsible for conducting tours in Saxman will be brought to the attention of the Tour Monitor at the earliest opportunity for resolution.
- K. Tour Operators are responsible for all insurance requirements for the operation of their business and protection of clients (tourists) and employees. The City of Saxman shall be held harmless by tour operators in any and all matters relating to the conduct and operation of tours within the City of Saxman.
- L. Vehicles are NOT to be left running for more than a maximum of 3 minutes. After 3 minutes if your vehicle is still running you will be asked to leave. This is to avoid excess emissions of tour vehicles going into the community members housing.

By signing this Agreement the Independent Tour Operator and the City of Saxman agree to the terms.

SIGNEE
Name of Operating Company
Name of Company Representative (printed)
Signature of Company Representative
Telephone Numbers:
Business Cell Phone:
Dated
<u>CITY OF SAXMAN</u>
Name of Authorized Representative (printed)
Signature of Authorized Representative
Mailing Address: Rt. 2, Box 1 Ketchikan, Alaska 99901
Telephone Number: (907) 225-4166
Fax Number: (907) 225-6450
E-Mail Address: dclerksaxman@kpunet.net
Dated:

CITY OF SAXMAN INDEPENDENT TOUR DIVISION 2022 TOUR OPERATION VEHICLE REGISTRATION FORM

(To be kept with agreement form)

Operator/Company Name:		
Owner (s) Name:		
Address:		
Phone Numbers:		
FIRST VEHICLE Make/Model/Color:		
Vehicle License Plate #:	Vehicle Permit #:	
Dock Permit #		
SECOND VEHICLE Make/Model/Color:		
Vehicle License Plate #:	Vehicle Permit #:	
Dock Permit #		
THIRD VEHICLE Make/Model/Color:		
Vehicle License Plate #:	Vehicle Permit #:	
Dock Permit #		
FOURTH VEHICLE Make/Model/Color:		
Vehicle License Plate #:	Vehicle Permit #:	
Dock Permit #		

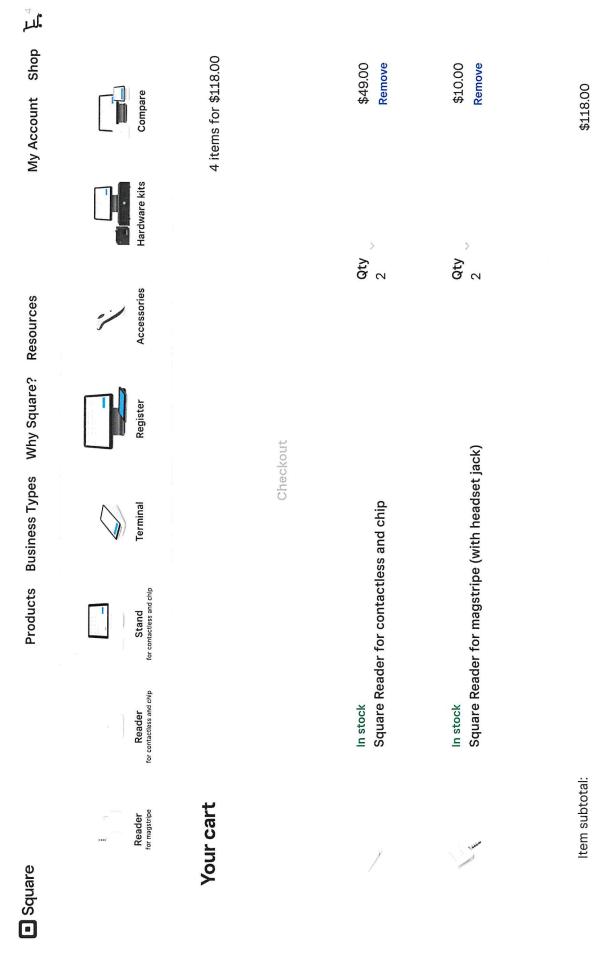
FIFTH VEHICLE Make/Model/Color:		
Vehicle License Plate #:	Vehicle	
Dock Permit #		
SIXTH VEHICLE Make/Model/Color:		
Vehicle License Plate #:	Vehicle Permit #:	
Dock Permit #		
SEVENTH VEHICLE Make/Model/Color:		
Vehicle License Plate #:	Vehicle Permit #:	
Dock Permit #		
EIGHTH VEHICLE Make/Model/Color:		
Vehicle License Plate #:	Vehicle Permit #:	
Dock Permit #		
NINTH VEHICLE Make/Model/Color:		
Vehicle License Plate #:	Vehicle Permit #:	
Dock Permit #		
TENTH VEHICLE Make/Model/Color:		
Vehicle License Plate #:	Vehicle Permit #:	

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Back to results



\$118.00 or \$21.00 with financing*

Free

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Total:

To be calculated