


TRANSMITTAL MEMORANDUM

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TO: The Honorable Mayor & City Council Initials: 

FROM: Shawn Hart, Acting Assistant City Manager File #: MGR25-210

DATE: April 11, 2025 Mtg. #: 04/17/25 NBd

RE: **Request for Alaska Department of Transportation Maintenance of Boat Launch Parking Areas**

The motion below was prepared at the request of Port and Harbors Director Wayne Phillips, who asked that it be placed before the City Council for consideration at the meeting of April 17, 2025. The parking lots adjacent to the Mountain Point and Knudson Cove boat launches are not entirely owned or maintained by the City of Ketchikan. The Mountain Point parking lot is owned by the Ketchikan Gateway Borough, which does not maintain the area and lacks the equipment to do so. The upper parking lot at Knudson Cove is owned by the Department of Natural Resources, which similarly allows parking but does not maintain the lot. The lower Knudson Cove parking lot is City-owned and maintained as best as possible by the Port & Harbors Department, but the City lacks the heavy equipment required for proper grading.

Historically, the Alaska Department of Transportation (ADOT) maintained these areas. However, the local DOT facility has since ceased this service due to staffing constraints and directives from supervisors in Juneau. The Port and Harbors Advisory Board has recommended that the City request the State reinstate these maintenance responsibilities.

An existing *Cooperative Agreement for Maintenance and Operation of the Mountain Point Boat Launch Facility*, dated October 12, 1990, outlines the State's obligation for snow removal and grading of the facility, supporting the City's request.

A motion has been prepared for City Council consideration.

**Recommended Motion:**

I move that the City Council formally request that the Alaska Department of Transportation reinstate maintenance and grading services for the Mountain Point and Knudson Cove launch parking areas. The City further requests that ADOT provide, at a minimum, bi-annual maintenance and grading of the identified parking lots to ensure continued public access and safety.



**2933 Tongass Avenue  
Ketchikan, Alaska 99901  
Phone (907) 228-5632  
Fax (907) 247-3610**

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## **MEMORANDUM**

TO: Honorable Mayor Sivertsen and Ketchikan City Council

VIA: Lacey Simpson, Acting City Manager

CC: Myrna Johannsen, Executive Assistant

FROM: Wayne Phillips, Port and Harbors Director

DATE: March 21, 2024

**SUBJECT: Mountain Point and Knudson Cove Boat Launch Parking areas**

The Mountain Point and Knudson Cove unpaved parking areas require maintenance. The addition of gravel and grading to these unpaved lots would be a vast improvement over their current condition.

**Background:** The parking lots by the boat launches are not entirely owned by the City of Ketchikan.

The **Mountain Point parking** lot is owned by the Ketchikan Gateway Borough. A request to the Borough Public Works department revealed that they own the parking lot, but they do not maintain this area. Furthermore, it was reported that the KGB does not have any heavy equipment that could be used to grade the parking area. The Borough reported that the State used to attend to this parking area.

The **Knudson Cove upper parking** lot is owned by the Department of Natural Resources. DNR allows parking in this parking lot, but they do not maintain this lot. The State of Alaska used to attend to this parking area when they attended the lower Knudson parking lot.

The **Knudson Cove lower parking** lot is owned by the City of Ketchikan. The P&H department does their best to maintain this lot by adding gravel to the potholes etc. However, the City of Ketchikan does not have heavy equipment that can grade this lot. The State of Alaska used to attend to this parking area.

I called the Ketchikan State DOT facility, and I was told that they were shorthanded and were instructed by their supervisors in Juneau to no longer perform this work. The State DOT has performed this service up until a few years ago. The State used to perform grading of the parking areas as they do have the proper heavy equipment.

I am merely trying to keep the boat launch areas in good repair, and it is very difficult when there is not a clear line of the rules and responsibilities by the various entities.

With the **concurrence of the Port and Harbors Advisory Board**; I respectfully request that the Honorable Mayor Sivertsen and City Council use their political influence to request that the State of Alaska Department of Transportation reinstate the maintenance and grading of the Mountain Point and Knudson Cove Parking areas. And further provide at a minimum, a bi-annual maintenance and grading of the parking lots to ensure the safe and reliable use for the citizens of Ketchikan and the surrounding areas.

As the Mayor and City Council are aware, when the City of Ketchikan took over the Harbors and the area boat launches the State of Alaska promised to provide support to said facilities. In fact, please find the attached Enclosure: (1) document dated 10-12-1990 that refers to a "Cooperative Agreement for Maintenance and Operation of the Mountain Point Boat Launch Facility", This document further notes: "DOT/PF shall be responsible for and shall pay all of the costs and expense for the following:

- 1.) "Snow removal on and within Area I of the Facility".
- 2.) "Grading of Area I of the Facility".

**Recommended motion:** I move the City Council have the City Manager's office draft a letter to the State of Alaska Department of Transportation from the Mayor of Ketchikan and the Ketchikan City Council. This letter will request that the State honor their promise to assist the City of Ketchikan with the boat launch facilities. I further request that an updated Memorandum of Understanding between the City of Ketchikan and the State of Alaska DOT be instituted to reinstate the long practice of utilizing the DOT's machinery and resources to grade the boat launch parking lot areas. This MOU will cover both the Mountain Point parking area and Knudson Cove upper and lower parking areas on a bi-annual basis and provide snow removal on an as needed basis. This small gesture would be most beneficial for the citizens of Ketchikan as well as the citizens of the surrounding local areas.

COOPERATIVE AGREEMENT  
FOR  
MAINTENANCE AND OPERATION  
OF  
MOUNTAIN POINT BOAT LAUNCH FACILITY

THIS AGREEMENT is made and entered into this 12th day of October, 1990, by and between the ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (hereinafter referred to as "DOT/PF"), ALASKA DEPARTMENT OF FISH AND GAME (hereinafter referred to as "ADFG"), CITY OF KETCHIKAN (hereinafter referred to as "CITY"), and the KETCHIKAN GATEWAY BOROUGH (hereinafter referred to as "BOROUGH").

I. PURPOSE OF AGREEMENT.

The purpose of this agreement is to set forth and allocate the duties and responsibilities of the respective parties regarding the maintenance, and operation of that certain facility owned by the State of Alaska commonly referred to as the "Mountain Point Boat Launch Facility," (hereinafter referred to as the "Facility") located in the Ketchikan Gateway Borough as shown and depicted on Exhibit A hereto.

II. COVENANTS.

1.   




(a)

2. CITY shall be responsible for and shall pay all of the costs and expense for the following:

(a) The CITY will provide for the operation and maintenance of the area of the Facility shown and depicted as Area II on Exhibit A hereto, as set forth and required in that certain lease between the CITY and the STATE OF ALASKA regarding the State owned ports and harbors, dated September 25, 1980, as amended or renewed from time-to-time.

(b) The City will provide refuse containers in Area II of the Facility, and the City will also provide for the disposal of refuse on a regularly scheduled basis.

3. ADFG encourages the continued availability of the Facility for recreational boating and sport fishing access. The parties hereto acknowledge:

(a) That ADFG is the source of funding from which a grant known as the "Jobs Bill" was used for the construction of the launch ramp and parking lot included within Area I and Area II of the Facility, shown and depicted on Exhibit A. Accordingly, ADFG will retain ownership of the Facility for the life of this agreement;

(b) ADFG is not required to provide or pay for any of the maintenance or operation of the Facility;

(c) In the event the Facility is closed for any reason prior to June 30, 2010, ADFG shall have the option to assume maintenance and operation responsibility of the Facility.

4. The BOROUGH shall not be responsible for any inspection, operation, maintenance, or any other costs or expense related thereto, regarding the Facility.

III. IT IS MUTUALLY AGREED THAT:

1. The term of this agreement shall begin on July 1, 1990, and end on June 30, 2010, unless sooner terminated or extended by the mutual agreement of the parties.
2. Any party may extend or terminate this agreement with respect to such party by giving written notice thereof to the other parties at least ninety (90) days in advance of the date on which termination is to become effective.
3. Each party shall not assign, let, or sublet, either by grant or implication, the whole or any part of the Facility without the written consent of the other parties. The rights and responsibilities vested in each party by this agreement shall not be assigned without the written consent of all of the other parties.
4. No officer, employee, agent or representative of a party shall be deemed, considered, or authorized to act on behalf of, or as an agent or representative for, any other party except upon the prior express written authorization by such other party.

5. Funding for rehabilitation or repair of casualty damage will be negotiated on a case-by-case basis. Each party's share of such funding shall be contingent on availability of funds.
6. Nothing in this agreement shall obligate any party to the expenditure of funds or future payments of money in excess of those herein agreed upon or authorized by law.
7. Nothing in this agreement shall be deemed to transfer title, right to possession, or jurisdiction over the lands included within the Facility other than as is set forth in the lease referred to in Section II(2)(3) hereof.
8. Each party agrees that it will be responsible for its own acts and the results thereof, and no party shall be responsible for the acts, errors, or omissions of any other party, and each party agrees it will assume all risk and liability resulting in any manner for its own acts, errors, or omissions.
9. No elected or appointed official shall be admitted to any share or part of the agreement or to any benefit that may

arise therefrom.

10. Each party will comply with all applicable laws, regulations, and executive orders relative to Equal Employment Opportunity.

11. Nothing herein is intended to conflict with federal, state, or local laws or regulations. If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with conflicting laws or regulations.

12. This agreement is complete and has no other encumbrances, addenda, attachments, or amendments with the following exceptions:

Exhibit A: Site Plan showing Area I  
and Area II.

WHEREFORE the parties have entered into this agreement the date and year first above written.

Date: 10/12/90

KETCHIKAN GATEWAY BOROUGH

By: David G. Crow  
David G. Crow  
Borough Manager

Attest:

Georgianna Zimmerle  
Georgianna Zimmerle  
Borough Clerk

Approved as to form:  
Per KGB Code § 5.50.030

Russell W. Walker  
Russell W. Walker *INTERIM*  
Municipal Attorney

Date: 10/5/90

CITY OF KETCHIKAN

By: John L. Pearson  
John L. Pearson  
City Manager

Attest:

Karen Miles  
Karen Miles  
City Clerk


Date: 6/25/90

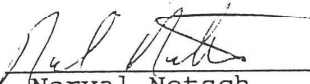
ALASKA DEPARTMENT OF  
TRANSPORTATION AND PUBLIC  
FACILITIES

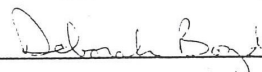
By: Jon Scribner  
Jon Scribner  
Southeast Regional  
Director

Date: 7-17-90

ALASKA DEPARTMENT OF FISH  
AND GAME

By:   
FOR Don W. Collinsworth  
Commissioner

By:   
Norval Netsch,  
Director  
Division of Sport Fish

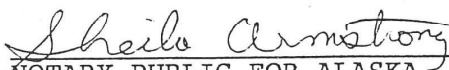
Reviewed: ADFG Division of Administration: 

BOROUGH ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 12<sup>th</sup> day of October, 1990, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared DAVID G. CROW and GEORGIANNA ZIMMERLE to me known to be the Borough Manager and the Borough Clerk of the KETCHIKAN GATEWAY BOROUGH, a second class borough, the entity which executed the above and foregoing instrument; who on oath stated that they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said entity; who acknowledged to me that they signed and sealed the same freely and voluntarily on behalf of said entity for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: 2-15-93

(Seal)



CITY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 5<sup>th</sup> day of October, 1990, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared JOHN L. PEARSON and KAREN MILES to me known to be the City Manager and the City Clerk of the CITY OF KETCHIKAN, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation; who acknowledged to me that they signed and sealed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

See A. Bushell  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: 2-15-94

(Seal)

STATE ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 25<sup>th</sup> day of JUNE, 1990, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared JON SCRIBNER to me known to be the Southeast Regional Director of the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, known to be the person who executed the foregoing instrument who on oath stated that he was duly authorized to execute said instrument on behalf of the State of Alaska, Department of Transportation, who acknowledged to me that he signed and sealed the same freely and voluntarily on behalf of the State of Alaska, for the uses and purposes therein mentioned.



WITNESS my hand and official seal the day and year in the certificate first above written.

Peggy L. Jackson  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: 11/14/92

(Seal)

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 17<sup>th</sup> day of July, 1990, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared NORMAN A. COHEN as and NORVAL NETSCH, to me known to be the <sup>As</sup> Commissioner and Director of the STATE OF ALASKA, DEPARTMENT OF <sup>Deputy</sup> FISH AND GAME, known to be the persons who executed the foregoing instrument who on oath stated that they were duly authorized to execute said instrument on behalf of the State of Alaska, Department of Transportation, who acknowledged to me that they signed and sealed the same freely and voluntarily on behalf of the State of Alaska, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

Carla B. Seibel  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: 11/20/92

