

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2026-44

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A LONG-TERM LEASE AGREEMENT WITH THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES FOR A VEHICLE ACCESS CONTROL GATE WITHIN THE EAST POINT ROAD RIGHT-OF-WAY

WHEREAS, the Alaska Department of Transportation & Public Facilities (DOT&PF) proposes to install, operate, and maintain a vehicle access control gate serving the Unalaska Airport within the City's East Point Road right-of-way; and

WHEREAS, the Federal Aviation Administration requires the vehicle access control gate to support the safety of the traveling public and airport operations; and

WHEREAS, the proposed lease allows the City to retain ownership of the right-of-way while granting DOT&PF a non-exclusive right to construct, operate, and maintain the gate and related improvements; and

WHEREAS, DOT&PF will be responsible for all operation, maintenance, repair, and replacement costs associated with the gate throughout the term of the lease; and

WHEREAS, the Unalaska Code of Ordinances at § 7.12.020 requires City Council approval of any lease of City property having a term greater than 5 years; and

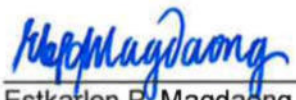
WHEREAS, the City Council finds that entering into a 30 year lease agreement is in the City's best interest and for safety, and supports the safe operation of the Unalaska Airport.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to execute the Long-Term Lease Agreement between the City of Unalaska and the Alaska Department of Transportation & Public Facilities for the vehicle access control gate located within the East Point Road right-of-way.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on July 28, 2026.


Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:


Estkarlen P. Magdaong, CMC
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Brian Thacker, DPW Director
Through: Marjie Veeder, Acting City Manager
Date: July 28, 2026
Re: Resolution 2026-44: Authorizing the City Manager to Execute a Long-Term Lease Agreement with the Alaska Department of Transportation & Public Facilities for a vehicle access control gate within the East Point Road right-of-way

SUMMARY: Through Resolution 2026-44, staff requests City Council to authorize the City Manager to execute a Long-Term Lease Agreement with the Alaska Department of Transportation & Public Facilities (DOT&PF) to allow the installation, operation, and maintenance of a vehicle access control gate within the City's East Point Road right-of-way.

The lease has an initial term of 30 years with an option for a single 10-year renewal. If the vehicle access control gate is permanently removed and not replaced with a similar facility, the lease terminates 30 days after its removal.

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: DOT&PF has a project in design involving the three vehicle access control gates near Runway end 31 at the Unalaska Airport. Two of their gates are on airport property; the third is located on East Point Road. DOT&PF needs to move and replace the third gate so that it is outside the runway protection zone and requests a lease of city property to accomplish that objective. The Federal Aviation Administration requires a vehicle access control gate at this location in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) to enhance public safety around the airport. The proposed gate will be located within the City's East Point Road right-of-way.

The lease grants DOT&PF the right to construct, operate, and maintain the gate and associated equipment while the City retains ownership of the underlying right-of-way. The lease is non-exclusive, allowing the City and the public to continue using the right-of-way so long as those uses do not interfere with the operation or maintenance of the gate.

DISCUSSION: The proposed lease authorizes DOT&PF to construct, operate, and maintain a vehicle access control gate within the City's East Point Road right-of-way. The new gate will be closer to the old powerhouse than the existing gate. The City retains ownership of the right-of-way, while DOT&PF assumes all operation and maintenance responsibilities at no cost to the City. Staff finds the agreement to be in the City's best interest for public safety and recommends approval.

ALTERNATIVES: Council may choose a shorter lease term of 20 years; and Council may choose to decline to authorize the lease agreement.

FINANCIAL IMPLICATIONS: The lease provides no monetary compensation to the City.

LEGAL: The city attorney has reviewed the lease agreement and found it compliant with our Code of Ordinances.

STAFF RECOMMENDATION: Staff recommend approval of Resolution 2026-44.

PROPOSED MOTION: I move to adopt Resolution 2026-44.

CITY MANAGER COMMENTS: I support the staff recommendation. These

ATTACHMENTS: Proposed Lease Agreement

LONG-TERM LEASE AGREEMENT
Between the
CITY OF UNALASKA
and the
ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES
for the
VEHICLE ACCESS CONTROL GATE
within the East Point Road Right-of-Way

I. INTRODUCTION

The Alaska Department of Transportation and Public Facilities (DOT&PF or STATE) and the City of Unalaska (CITY), an Alaska municipality, mutually agree to the terms and conditions of this long-term lease (LEASE). Alaska Statute 44.42.020 authorizes DOT&PF to cooperate, coordinate, and enter into agreements with the federal government and municipalities in the exercise of DOT&PF's powers and duties. Under those authorities DOT&PF will construct, operate and maintain the proposed Vehicle Access Control Gate and related improvements that are more fully described in Article II (DEVICE) located on East Point Road, a right-of-way (ROW) owned by the CITY, in support of the safety of the traveling public.

This LEASE pertains to operation and maintenance of the DEVICE as more specifically described herein. The LEASE does not address, nor modify, generally applicable CITY requirements for building, excavation, or similar permitting, the provision of utility service, or applications for same submitted by DOT&PF, or that may be submitted in the future, in relation to the DEVICE or otherwise.

II. THE DEVICE

Per the Manual of Uniform Traffic Control Devices (MUTCD) and at the authority of the Federal Aviation Administration (FAA), a vehicle access control gate on East Point Road in support of the public's safety in, on, and around Unalaska Airport (DUT) is required. Specifically, the CITY's right-of-way adjacent to the northeast corner of Lot 1 of Powerhouse Subdivision No. 3, opposite the Ptarmigan Flats Subdivision Tract B, on East Point Road, at or approximately shown on the accompanying diagram.

Description of the DEVICE includes two traffic gates, a gate control panel, the power supply meter and main, and appropriate signage. The radio-controlled vehicle control assembly replaces the existing control located approximately 100 yards north of this location.

III. LEASE OF PREMISES

The CITY grants to the STATE a lease of those portions of CITY ROW necessary for operation and maintenance of the DEVICE (PREMISES), which are described and depicted in the Exhibit hereto. The leasehold interest granted to the STATE is non-exclusive and the PREMISES may be used by the CITY and the public for generally accepted ROW purposes; provided however, that the CITY and public shall not use the PREMISES in a way that interferes with the DEVICE or the STATE's operation and maintenance thereof.

IV. RIGHT-OF-WAY, OPERATIONS, AND MAINTENANCE OBLIGATIONS

A. The CITY's right-of-way, operations, and maintenance duties and responsibilities:

- i. The CITY shall retain all rights to the real property associated with the East Point Road right-of-way, while granting the STATE the permitted authority to construct, operate and maintain the DEVICE at the location denoted on the accompanying plans; and,
- ii. The CITY agrees to provide written notice to DOT&PF any changes in the status, condition, or planned maintenance of the East Point Road right-of-way;
- iii. Allow no encroachments around the DEVICE without the prior consent of the DOT&PF and the FAA;

B. The STATE shall perform all operation and maintenance activities required by this LEASE at its own expense and without expense to the CITY. Maintenance activities shall include, but are not limited to:

- i. Planning, scheduling, administration, and logistics of maintenance activities on the DEVICE;
- ii. Maintaining signs and delineators in an as-built condition and their replacement, including posts and foundations, when damaged or worn out;
- iii. Appropriate marking and repainting as required to maintain performance of their intended function;
- iv. Removal of debris, rubbish, and graffiti in a reasonable and timely manner;

V. TERM AND COMPENSATION

A. This LEASE shall become effective on the date of the last signature and shall apply for a period of thirty years, with an option to renew a subsequent ten years. However, should the STATE remove the DEVICE without the intent to install a new improvement similar in purpose to the DEVICE, the LEASE shall terminate 30 days after the STATE's removal of the DEVICE.

B. As the DEVICE is for the benefit of public safety for the community of Unalaska, and in cooperation with the STATE, the CITY provides this LEASE with no annual monetary

compensation.

VI. PENALTY FOR BREACH OF MAINTENANCE OBLIGATIONS

A. Notification and Opportunity to Cure

If notified by the CITY to DOT&PF in writing that it is in violation of any of the terms, conditions, or provisions of this LEASE, the STATE shall have thirty days from the date of such notification to remedy the violation; or, if the remedy will take in excess of thirty days to complete, the STATE shall promptly take or develop a plan of responsive action necessary to achieve a satisfactory remedy as close as possible to the thirtieth day from DOT&PF's initial notice.

B. Remedies

The STATE's failure to cure a violation that is remediable within thirty days or its failure to take responsive action necessary to promptly resolve a violation that is not remediable within thirty days constitutes a substantial breach of this LEASE. If the STATE is in breach, the CITY may elect to terminate the LEASE. Should the CITY require maintenance of the DEVICE, having given the STATE adequate notice, the CITY has the authority to bill the STATE for any maintenance activity expenses incurred.

VII. MISCELLANEOUS PROVISIONS

A. Amendment or modification of Agreement

This LEASE may only be modified or amended by written agreement signed by authorized representatives for both Parties.

B. The Whole Agreement

This LEASE constitutes the entire agreement between the Parties. There are no other understandings or agreements between the Parties, either oral or memorialized in writing regarding the matters addressed in this LEASE. This LEASE may not be amended by the Parties unless an amendment is agreed to in writing, with both Parties signing through their authorized representatives.

C. Assignment

Without the written consent of the CITY, this LEASE is not assignable by the STATE either in whole or in part.

D. Third Parties and Responsibilities for Claims

Nothing in this LEASE shall be construed as conferring any legal rights, privileges, or

immunities, or imposing any legal duties or obligations, on any person or persons other than the Parties named in this LEASE, whether such rights, privileges, immunities, duties or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this LEASE shall be construed as creating any legal relations between the DOT&PF and any person performing services or supplying any equipment, materials, goods, or supplies for the Project.

E. Necessary Approvals

In the event that any election, referendum, ordinance, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the CITY to enter into this LEASE or to allow the STATE to undertake the Project, or to observe, assume or carry out any of the provisions of the LEASE, the CITY will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

F. Joint Drafting

This LEASE has been jointly drafted by the Parties, and each party has had the ability and opportunity to consult with its legal counsel prior to signature. The LEASE shall not be construed for or against either party.

G. Third Party Beneficiary Status

The CITY is an intended beneficiary of the Utilities contract related to the named control device, though not necessarily any other contracts between the DOT&PF and any contractors, subcontractors or consultants or any other third parties, and has no contractual rights with respect to such additional contracts or any provisions thereof, unless expressly stated otherwise.

H. Force Majeure

The State will perform the obligations identified within this LEASE unless the performance is prevented or delayed by a Force Majeure Event. A “Force Majeure Event” is any natural event beyond the control of the State that delays or prevents the performance of the obligations despite best efforts to fulfill the obligations.

VIII. CONTACTS

The DOT&PF’s contact is the **Greg Weinert**, Right-of-Way Chief for the Southcoast Region (greg.weinert@alaska.gov; 907 465-4541), or as may be re-designated in writing from time to time.

The City’s contact is **Brian Thacker**, Director of Public Works, (bthacker@unalaska.gov, 907 581-1260), City of Unalaska, or as may be re-designated in writing from time to time.

The undersigned agree to the terms of this LEASE Agreement:

**STATE OF ALASKA, DEPARTMENT OF
TRANSPORTATION AND PUBLIC FACILITIES**

Dated: _____

By: _____

Greg A. Weinert

Right of Way Chief, Southcoast Region

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by GREG A. WEINERT,
who is Right of Way Chief for the Southcoast Region of the Alaska Department of Transportation
& Public Facilities, an agency established under Alaska law, on this ____ day of
_____, 2026.

Notary Public for State of Alaska

My commission expires: _____

CITY OF UNALASKA

Dated: _____

By: _____

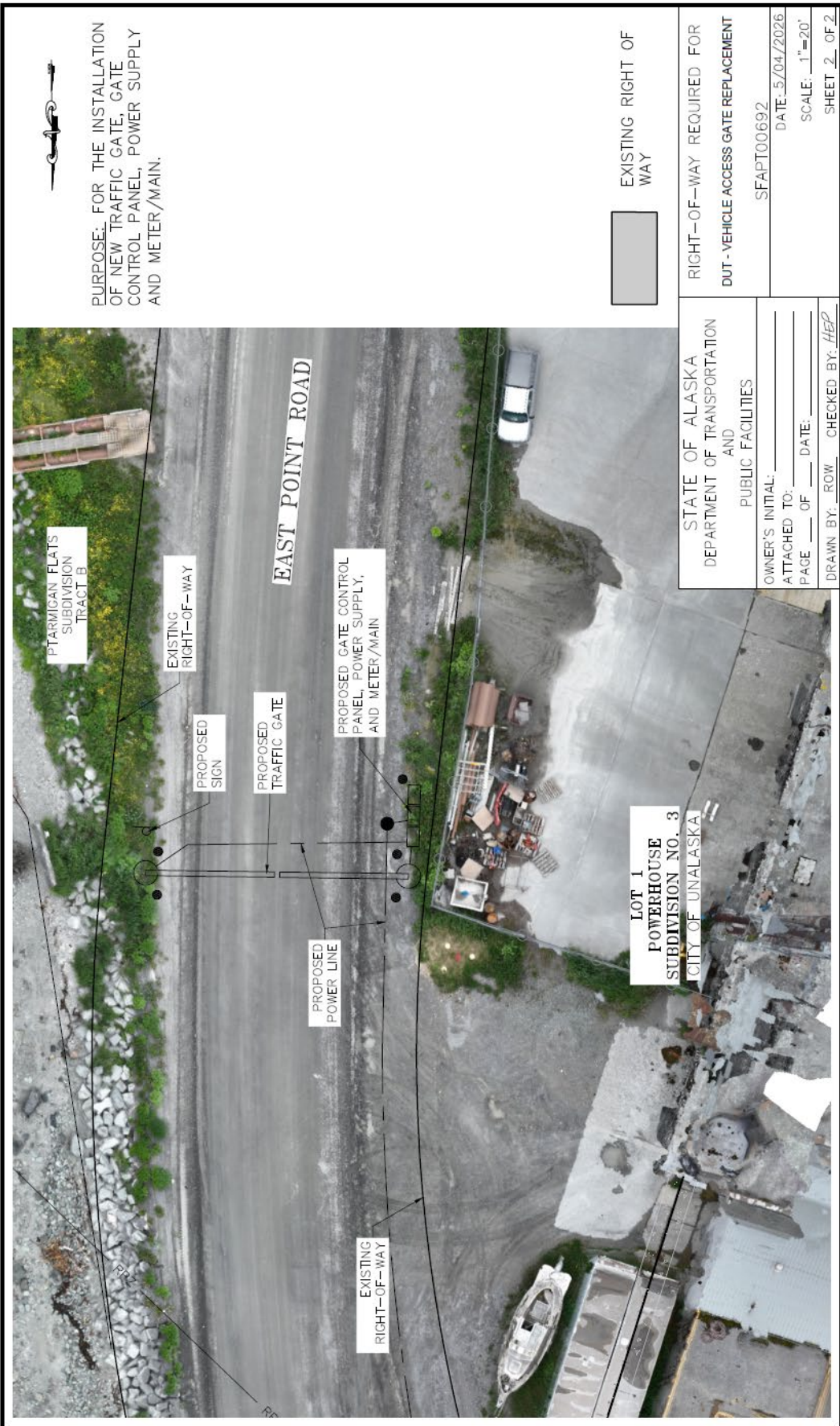
Marjie Veeder
Interim City Manager

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by Marjie Veeder, who is Interim City Manager of the City of Unalaska, a Municipality established under Alaska law, on this _____ day of _____, 2026.

Notary Public for State of Alaska

My commission expires: _____

Filed for Record at the Request of and Return to:
State of Alaska – DOT&PF
Right of Way Section
P.O. Box 112506
Juneau, Alaska 99811-2506
State Business-No Charge



LEASE Agreement Unalaska & DOT&PF -- DUT Vehicle Control Device
DUT – Vehicle Access Gate Replacement / SFAPT00692