



City and Borough of Wrangell
Port Commission
AGENDA

Thursday, May 06, 2021
6:00 PM

Location: Borough Assembly Chambers
City Hall

WORK SESSION

Date and Time

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES (*MOTION - Move to approve the Minutes, as presented*)

[a.](#) 2021-04-08 Port Commission Meeting Minutes

4. AMENDMENTS TO THE AGENDA

5. CORRESPONDENCE

6. PERSONS TO BE HEARD

7. HARBORMASTER'S REPORT

[a.](#) Harbormaster Report May 2021

8. COMMISSIONER REPORTS

9. UNFINISHED BUSINESS

[a.](#) Harbor Goals 2021

10. NEW BUSINESS

[a.](#) Approval of Assignment of Lease in the Wrangell Marine Service Center for Mill Dock #1 from Steve Thomassen, dba Crab Alaska, LLC to Alaska Ice Seafoods, Inc. dba Fathom Seafoods

11. NEXT AGENDA ITEMS

12. ADJOURN

Minutes of the Regular Wrangell Port Commission Meeting

Held April 8, 2021

Chairman John Martin called the Regular Port Commission meeting to order at 6:00 p.m., April 8, 2021, via Zoom

PRESENT: Martin, Morrison, Roppel, Merritt, Yeager

ABSENT:

Harbormaster Steve Miller, Administrative Assistant Keeleigh Solverson, and Temporary Administrative Assistant Calleigh Miller were also in attendance.

APPROVAL OF MINUTES

- a. Approval minutes from meeting March 4th, 2021

M/S: Yeager/Merritt to approve the minutes, as presented. Motion approved unanimously.

AMENDMENTS TO THE AGENDA - None.

CORRESPONDENCE- None.

PERSONS TO BE HEARD- Public Correspondence from the 03-04-2021 Meeting.

HARBORMASTER'S REPORT

Miller reported on the following items:

- Welcomed Calleigh Miller as temporary administrative assistant while Keeleigh Solverson is on maternity leave. They have been working on getting caught up on delinquent accounts.
- The Harbor has been working on a CIP for float replacement, more information to follow when the budget is closer to presentation. Boat launch permit sales have still been high and will continue to be as the weather warms up.
- The Port has been working on replacement of the city dock fender piles that were damaged earlier this year. The new summer float is nearing completion. The barge ramp has been inspected. Small cruise ships (passenger counts under 500 people) will be coming through Wrangell for the 2021 season - large cruise ships are still restricted for travel until at least November 2021 per the CDC.
- The Marine Service Center is seeing the usual rush of boats scheduling their haul outs for this Spring. Miller reported the service yard is close to capacity, and it is believed we will hit our goals for haul outs this fiscal year.

COMMISSIONER REPORTS

Martin reported that he has noticed 8 vehicles covered in moss at Heritage Harbor.

Morrison said he has spoken to the Chief of Police, who reported there is no legal tow truck in town to remove the cars at this time. Martin also mentioned ideas of placing fold down safety ladders at each harbor/dock with labeled pilings. Merritt reported that Shoemaker Harbor is looking good, and that the maintenance is fantastic.

NEW BUSINESS**10a** WCA Concept and ADA Walkway***M/S: Merritt/Yeager to approve WCA Concept and ADA Walkway*****Motion approved unanimously by polled vote.**

Miller was asked if parking spots will be lost at Reliance, if there are any foreseeable conflicts with businesses in the area, and if fill will be added to the area. Miller replied that parking shouldn't be negatively impacted and that WCA will make grand improvements to the space. Merritt asked Yeager if this project will make space tight for charter businesses. Yeager does not think so.

10b Crab Alaska Lot Increase Request***M/S: Roppel/Merritt to approve Crab Alaska Lot Increase Request*****Motion approved unanimously by polled vote.**

It is reported that the increase in space will be used to house an ice house as well as extra room for product. Yeager asked if there was any timeline set for these improvements – Miller replied no, since this lease space is already established a timeline for improvements is not required.

10c Phillips Request for WMSC Leased Space***M/S: Yeager/Merritt to approve Phillips Request for WMSC Leased Space*****Motion approved unanimously by polled vote.**

Yeager asked Miller if he had any concerns. Miller replied no, and that additional fish processing will benefit the economy.

10d Barge Ramp Inspection Report

Damage to barge ramp and necessary repairs were discussed.

10e General Maintenance Schedule

General Maintenance Schedule was reviewed. Discussed possibly listing projected dates of completion to next General Maintenance Schedule.

NEXT AGENDA ITEMS – None.The next Regular meeting May 6th, 2021

Regular meeting adjourned at 6:45 p.m.

Harbormaster report May 2021

Administration- The office has been extremely busy scheduling haul outs for the Marine Service Center. Our count for annual moorage also increased by 10 in one month which is a nice bump. We are still working with finance to get a credit card system set up for our new accounting software. We will be able to accept online payments in the near future. I have also been busy working with other departments on some new grants that may help with security cameras and getting inner harbor replacement. All paper work has been submitted for the pink salmon disaster relief grant. This money will be used to help build a new net float for Shoemaker Bay Harbor. I have finished the NACo High Performance Leadership class and received a Master certificate.

Harbor- We hired Blaine Wilson and Sean Gillen for our summer temps. It will be full steam ahead on getting things ready for the summer rush. We are already seeing an influx of yachting traffic. Hopefully this trend continues. Lumber prices are continuing to sky rocket so any dock repairs we do this season will be for critical needs only. We have been informed by the U.S. Army Corps of Engineers that there will be no dredging efforts in Wrangell for the 2021 season. They came to the conclusion that Inner Harbor was still within the acceptable limits except for the portion in front of the creek. They will continue to monitor conditions in the harbor with regular condition surveys and re-evaluate dredging in the event of any future changes.

Port-We launched the new summer float and the transition plate needed to go between floats is being fabricated. We installed the landing float and new section of float at city dock. We will not install the ramp until we receive the transition plate. The bid documents are just about done for the replacement of the broken pilings at City Dock. There are in water work restriction so this project probably will not get started until the middle of June. There were 2 mor piles damaged in the past week at the barge facility. When the barge came in, they were at a bad angle and when they were pivoting to straighten the barge out, they caught 2 piling and snapped them off. I have been in contact with Boyer towing and they will be paying for the replacement. This will take place at the same time the city dock repairs take place.

Marine Service Center- On Monday the 26th of April the marine travel lift caught on fire. The fire was promptly put out and no serious damage or injuries were caused by the fire. After an inspection the cause of the fire turned out to be the alternator. I made several calls to southeast distributors of John Deere Parts and we found a new alternator in Petersburg. Mike Lane with Sunrise Aviation flew to Petersburg and picked the part up and we were up and running within a couple of hours. The Marine service center continues to be busy and we are still taking reservation every day.

Harbor goals for 2021

Administration

- Do we increase rates for 21/22?
- New Credit Card Processing to implement auto-pay
- Start the collections process for delinquent accounts
- Temp Hire Spring training
- Security Cameras
- Maintenance on Harbor vehicles
- Emergency equipment training
- Budget

Port

- Cruise Ship Security plan approval
- Barge Ramp? Lease to AML, Sampson? Repair?
- Sampson Lot Pot holes filled/graded
- Cruise Ship Dock Cleaning
- Summer float installation
- Camel log installation
- City Dock Piling Repairs

Harbor

- Inner Harbor Lighting/Wiring
- Inner Harbor Finger Replacement/ Maintenance/Dredging
- Pressure washing all floats
- Stray Current – All harbors except Shoemaker
- Fill all Harbors to capacity
- Hoist Cards? – Credit Card readers?
- Parking Lot Signage
- Fill Pot Holes
- Net Float Replacement SMB
- Meyers Chuck Float Replacement

Marine Service Center

- Buy a used container
- Dispose of impounded vessels to open space in yard
- Restructure leased space fees
- Business Plan
- Mill Dock Repairs \$250k??

Yellow High lights completed or delayed until sometime in the future TBD.

CITY & BOROUGH OF WRANGELL, ALASKA PORT COMMISSION MEETING AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 6, 2021
	<u>Agenda Section</u>	NEW BUSINESS

Approval of Assignment of Lease in the Wrangell Marine Service Center for Mill Dock #1 from Steve Thomassen, dba Crab Alaska, LLC to Alaska Ice Seafoods, Inc. dba Fathom Seafoods

<u>SUBMITTED BY:</u>
Steve Miller, Port & Harbor Director

<u>Reviews/Approvals/Recommendations</u>	
<input type="checkbox"/>	Port Commission
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

<u>FISCAL NOTE:</u>		
Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

ATTACHMENTS: 1. Request to assign from S. Thomassen 2. Request to lease from Fathom Seafoods, LLC 4. Lease agreement

RECOMMENDATION MOTION:

Approval to Assign Wrangell Marine Service Center Mill Dock Lot #1 from Steve Thomassen, dba Crab Alaska, LLC to Alaska Ice Seafoods, Inc. dba Fathom Seafoods for the existing square footage size of approximately 5140 square feet for \$411.20 + tax, per month.

SUMMARY STATEMENT:

Mr. Thomassen sold his business (Crab Alaska, LLC.) to Alaska Ice Seafoods, Inc. dba Fathom Seafoods. Alaska Ice Seafoods, Inc. dba Fathom Seafoods has submitted a letter of intent to lease Mill Dock #1 in the WMSC. Their intention for the leased property would be to Purchase, Procure, Pack and Ship Crab, Shrimp, Salmon, Halibut and Bottom fish as well as servicing the local fishing fleet in Wrangell with bait and ice.

Additionally, the Port Commission has given their approval for the Assignment of the Lease from Mr. Thomassen to Alaska Ice Seafoods, Inc. dba Fathom Seafoods.

Letter of Interest / Intent to Lease

City of Wrangell, Port Commission Members/Borough Assembly Members.

To whom it may concern:

This letter to express interest/intent on leasing property that is currently being leased by Steve Thomassen at Lot #1 of The Old Mill Dock. The intentions for the leased property would be to; Purchase, Procure, Pack and Ship Crab, Shrimp, Salmon, Halibut and Bottom fish as well as servicing the local fishing fleet in Wrangell with bait and ice. We also be submitting a request to modify said lease in a separate document.

Please feel free to contact me by phone or email with any questions or concerns.

Thank you for your time and consideration of this request,

Alaska Ice Seafoods, Inc. dba Fathom Seafoods

Solomon Fowler
253-777-5889
solomon@alaskaiceseafoods.com

Wrangell Agent: Dustin Phillips
PO Box 1004
911 Evergreen Ave.
Wrangell, AK 99929
Ph.# (907)-723-0565
Dphillips0565@gmail.com

WRANGELL MARINE SERVICE CENTER (WMSC) FACILITY LEASE AGREEMENT

This Lease is entered into on the _____ 2021, by and between the City and Borough of Wrangell (hereinafter “Lessor”), a municipal corporation, and ALASKA ICE SEAFOODS, INC. dba FATHOM SEAFOODS, (hereinafter “Lessee”), a business owner, doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The parties hereby agree to the following conditions:

1. DURATION

This Lease shall be in effect for a five-year term, more specifically, from the date above until the 1st day of May, 2022.

2. LEASED PROPERTY

The property subject to this Lease is described as: Mill Dock, Lot #1 (5140 sq. ft.).

3. PERMISSIBLE USES

A. Lessee shall utilize the property only for the purpose of constructing a 40’x60’ steel building as well as installation of an Icehouse/Ice machine. And to Purchase, Process, Pack and Ship Crab, Shrimp, Salmon, Halibut and Bottom fish as well as servicing the local fishing fleet in Wrangell with bait and ice. Accessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.

B. Lessee agrees to abide by all Federal, State, and local laws in the operation and maintenance of the permitted commercial activity.

C. The Lessor does not warrant that the property is suitable for the purposes sought. Lessee assumes all risks associated with the location of the leased premises.

4. CONDITIONS OF LEASING

A. Lease payments shall be in the amount of \$411.20, payable in advance on the 10th day of each month.

B. Lessee shall comply with all rules and yard Best Management Practices as set forth by the Harbor Department or Port Commission.

C. Lessee must sign and agree to fully comply with the WRANGELL MARINE SERVICE CENTER (WMSC) FACILITY USE AGREEMENT.

5. RENEWAL

A. The Lease may be renewed at the option of the Lessor upon written request by the Lessee within at least sixty (60) days of the expiration of the current term, provided that the Lessee is current in the payment of all fees, and that the Lessee has been compliant with all yard rules and all provisions of this agreement as determined by the Port Commission.

B. The terms and conditions of this Lease for each renewal term shall be identical with the original term except for the lease payment.

6. OPERATION AND MAINTENANCE

A. Lessee shall at all times provide sufficient personnel to operate and maintain the leased premises. Lessee shall keep and maintain the leased premises in good, clean, safe, and sanitary condition.

B. Items stored on the leased premises must be directly related to the commercial business operating on the property.

C. Lessee shall be responsible for any and all special assessments for public improvements which may be made against the leased premises during the term of this Lease or any option to renew by the Lessee.

D. Lessee shall pay all property taxes owed on the leased premises in accordance with the Wrangell Municipal Code. Lessee shall also collect and remit sales tax in accordance with Wrangell Municipal Code.

E. Lessee shall promptly repair, rebuild, or restore the leased premises, facilities or surrounding property damaged or destroyed by any event whatsoever, with the exception of events caused by the act, error, or omissions of Borough employees, contractors or representatives, or by inherent condition of normal wear and tear.

F. Lessor may, at all reasonable times and without prior notice, enter upon and inspect the leased premises. If the Lessor demonstrates that the Lessee has failed to perform maintenance or repair work required under the Lease, and if the Lessee, after prior notice of the deficiencies, fails to correct the deficiency or to begin corrective action within a reasonable time, the Lessor may enter any part of the Leased premises and perform the necessary work. The Lessee shall reimburse the Lessor for all reasonable expenses incurred by this work.

7. INDEMNITY AND INSURANCE

A. Lessee shall defend, indemnify, and hold harmless the Lessor from any and all claims or actions for injuries or damages sustained by any person or property arising, or in connection with, or incident to the operation of the leased premises.

B. Lessee shall provide adequate liability property and personal injury damage insurance as described below. The insurance shall not contain any exclusion for pollution, environmental impairment, or nuisance. The Lessor shall be listed as an additional insured on this policy. Proof of such insurance shall be provided to the Lessor as a condition of entering into the Lease. Lessee must notify the Lessor thirty (30) days in advance of any cancellation or alteration of such insurance. Failure to maintain insurance as specifically described in this section shall constitute default by Lessee.

C. Lessee shall keep the leased premises insured at Lessee's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee covenants that it shall maintain at all times and pay the premiums on such policy or policies of casualty insurance to the building and leased premises designated the Lessor as loss payee, said policy to be in such amount and contain such terms as shall be from time to time determined sufficient by the Lessor. Lessee shall furnish the Lessor with a copy of said policy and all amendments or modifications thereto.

D. INSURANCE REQUIREMENTS

The Lessee shall not commence with use of the City and Borough's facility/land until the Lessee has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska. All coverage

shall be with carriers acceptable to the City and Borough of Wrangell. The required lines and limits of insurance are as follows:

1. **General Liability Insurance:** The User shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits of liability not less than **\$ 1,000,000** per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
2. **Motor Vehicle Liability Insurance:** The user shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance, including applicable no fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit. If the vehicle is a boom truck or is a boom truck combination, the policy must contain **LOAD/UNLOAD** coverage.
3. **Workers Compensation Insurance:** If the facility user has employees, they shall procure and maintain during the life of this agreement, Workers Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Alaska.
4. **Additional Insured:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following shall be an Additional Insured:

The City and Borough of Wrangell, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

This coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether the other available coverage be primary, contributing or excess.

5. **Cancellation Notice:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following: "Sixty" (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Greg Meissner, Harbormaster, City and Borough of Wrangell, PO Box 531, Wrangell, AK 99929
6. **Proof of Insurance Coverage:** Prior to commencement of any seafood processing activities at the WMSC, the user shall provide the City and Borough of Wrangell with certificates of insurance and/or policies, acceptable to the City and Borough of Wrangell, for each of the insurance policies described above.

8. ENVIRONMENTAL INDEMNITY

A. Lessee acknowledges and agrees that environmental contamination may exist on or adjacent to the leased premises. Lessor has not made, and Lessee has not relied on, any representations as to the presence, absence, nature, or extent of any such environmental contamination by Lessor. Lessee hereby expressly assumes the risk that any such environmental contamination may cause loss of or damage to Lessee's real and personal property and improvements and may render the leased premises unfit for Lessee's purposes.

B. Lessee shall use, store, handle, and deal with all Environmental Substances (as defined below) in compliance with all Environmental Laws (as defined below). Lessee shall take prompt and responsible action to correct any noncompliance reported by Lessee or alleged by DEC or EPA with any requirements of any Environmental Law or any contamination or pollution caused

by a release (as defined below) of an Environmental Substance. Lessee shall obtain all necessary permits, licenses, and other authorizations issued pursuant to Environmental Laws required for Lessee to own or operate the leased premises. Operation of the leased premises shall be in compliance with any terms and/or conditions of such permits, license, and other authorizations. "Environmental Laws" means all federal, State, or local laws, statutes, ordinance, codes, rules, regulations, orders, decrees, and directives imposing liability or standards of conduct for or relating to the protection of health, safety, or the environment. "Environmental Substances" include without limitation any substance, material, waste, pollutants, contaminant or chemical, regardless of how it is referred to or defined, that is regulated in, or pursuant to, any Environmental Laws. "Release" includes an actual or potential discharge, deposit, spill, leak, pumping, pouring, emission, emptying, injection, escape, leaching, seepage, or disposal which is or may be in breach of any Environmental Law, regardless of cause. "Lessee" includes Lessee, any subsidiaries of the Lessee, any partnership or joint ventures involving the Lessee, Lessee's agents, representatives, employees, invitees, or contractors or any agents, representatives, employees, invitees, or contractors of Lessee's subsidiaries, partnerships, or joint ventures.

C. Lessee acknowledges and agrees that the creation, use, handling, storage, release, and disposal of waste, garbage, pollutants, and toxic or hazardous substances, and the investigation, remediation, and clean-up of environmental contamination, are governed by a wide variety of Environmental Laws. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and Environmental Substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances and Environmental Substances used, handled, or stored on the leased premises.

D. Lessee shall defend, indemnify, and hold harmless Lessor from and against all claims, including nuisance described in 9 of this Lease, liabilities, suits, obligations, fines, judgments and penalties (and any other expenses, including attorneys' fees and other costs of litigation, raised, sought, or imposed by third parties in connection with Lessee's violation of any Environmental Laws or in connection with Lessee's creation, use, handling, storage, release, or disposal of any waste, garbage, pollutants, or toxic or hazardous substances (regardless of whether such creation, use, handling, storage, release, or disposal violated an Environmental Law) on the leased premises or in connection with Lessee's use of the leased premises or by any persons or entity associated with the Lessee as outlined in paragraph 8.B above.

E. Nothing in this Lease alters any obligation Lessor or Lessee may have to investigate, remediate, or clean up any environmental contamination that may exist on the leased premises.

9. WASTE AND NUISANCE PROHIBITED

During the term of this Lease, Lessee shall comply with all federal, State, and local laws affecting the leased premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the leased premises. Lessee shall not commit, or suffer to be committed, any waste on the leased premises, or any nuisance. Lessee shall not operate the leased premises in any manner which might constitute a nuisance.

10. ABANDONMENT OF LEASED PREMISES

Lessee shall not vacate or abandon the leased premises at any time during the term of this Lease. If Lessee shall abandon, vacate, or surrender the leased premises, or be dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the leased premises shall be deemed to be abandoned, and at the option of the Lessor, the personal property shall become the property of the Lessor, except such property as may be encumbered to the Lessor. Lessee agrees to defend, indemnify, and hold harmless the Lessor for any harm, damage, or injury to person or property, alleged to arise out of the actions of the Lessee in vacating or abandoning the leased premises, and as to any harm, damage, or injury to person or property arising out of the condition of the property at the time of vacating or abandoning the leased premises.

11. LIENS

Except with respect to activities for which Lessor is responsible, Lessee shall pay all claims for work done on and for services rendered or material furnished to the leased premises, and shall keep the leased premises free from any liens. If Lessee fails to pay such claims or to discharge any lien, the Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the highest legal rate as allowed by law from the date of payment by the Lessor. Any amount paid by the Lessor on behalf of the Lessee shall be payable on demand. Such action by the Lessor shall not constitute a waiver of any right or remedy which the Lessor may have on account of Lessee's default.

12. LESSOR'S RIGHTS UNDER THIS LEASE

A. The Lessor may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

B. If Lessee fails to perform any obligation under this Lease, the Lessor shall have the option to do so after twenty (20) days written notice to Lessee. All of the Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the highest legal rate of interest allowed by law from the date of payment by the Lessor. Such action by the Lessor shall not waive any other remedies available to the Lessor because of the default.

C. All remedies in this Lease shall be in addition to and shall not exclude any other remedy available to the Lessor under any applicable law.

D.

13. GOVERNING LAW

The laws of the State of Alaska shall govern the construction and interpretation of this Lease. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive court for jurisdiction and venue of any and all actions of any kind and any nature arising out of or related to this Lease. The parties agree that trial of any action filed shall be in Wrangell, Alaska.

14. DEFAULT

If the Lessor determines that the provisions of the Lease are not being met and attempts to resolve the dispute in a reasonable manner are unsuccessful, written notice shall be given to the Lessee stating the nature of the deficiency and the necessary corrective action. Lessee shall either take immediate corrective action or respond to the Lessor within ten (10) calendar days stating the reason for the noncompliance and a schedule for compliance. If the Lessor determines that this

response is unacceptable, the Lessor shall give Lessee written notice of default and the Lease is terminated. Lessee shall have a reasonable amount of time to remove all personal property. If the personal property is not removed within the time stated in the notice of default, the Lessor may take possession of the property.

15. TERMINATION

Each party shall have the right to terminate this Lease upon providing written notice of the intent to terminate sixty (60) days prior to the date of termination.

16. NOTICE

All notices and requests concerning this lease shall be in writing and addressed as follows:

Lessee: ALASKA ICE SEAFOODS, INC. dba FATHOM SEAFOODS
DUSTIN PHILLIPS (WRANGELL AGENT)
1690 Marine View Drive BLDG C
Tacoma, WA 98422-4103

Lessor: City and Borough of Wrangell
P.O. Box 531, Wrangell, AK 99929

17. MISCELLANEOUS

A. This lease cannot be assigned without prior written consent of the other party.

B. The failure of either party at any time to enforce a provision of this lease shall in no way constitute a waiver of the provision, nor in any way affect the validity of the lease or any part of the lease, or any right of the party thereafter to enforce each and every provision hereof.

C. If any term of this lease is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of the lease shall be valid and binding upon the parties.

D. The provisions of this lease are and will be for the benefit of the Lessor and Lessee only and are not for the benefit of any third party, no third party shall have the right to enforce the provisions of this lease.

The Lessee acknowledges that the Lessee has read and understands the terms of this lease and has had the opportunity to review this lease with counsel of his/her choice and is executing this lease of his/her own free will.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representative(s) signing below.

Date: _____, 2021

City and Borough of Wrangell, Alaska
Lessor

By:

By:

Stephen Prysunka
Borough Mayor

Lisa Von Bargaen
Borough Manager

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by **Stephen Prysunka & Lisa Von Bargaen**, Borough Mayor & Borough Manager, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.

Notary Public for Alaska
Commission expires: _____

Date: _____, 20____

ALASKA ICE SEAFOODS, INC. dba
FATHOM SEAFOODS, LLC

Lessee

By _____
Dustin Phillips, Wrangell Agent

Title

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by **Dustin Phillips (Wrangell Agent).**

Notary Public for Alaska
Commission expires: _____

To: Harbor Master Steve Miller

My business, Crab Alaska LLC (formerly Alaska Special Sea Seafoods) has leased Lot 1 Mill Dock in Wrangell since August 09, 2012.

We have entered into a Letter of Intent with Alaska Ice Seafoods, Inc. dba Fathom Seafoods (Buyer) to sell the assets of our business. We hope to be able to complete this sale by May 26, 2021. Buyer has requested confirmation that City and Borough of Wrangell, Alaska approve the assignment of the Facility Lease Agreement to Buyer on the date this sale is consummated. If the sale is not consummated, the Facility Lease Agreement will not be assigned to Buyer. In order to proceed with this sale of our business assets, we need assurance that this lease assignment can occur on the closing date of the sale of our business assets.

I look forward to your approval of this request.

Thank you

Steve Thomassen, Jr.

A handwritten signature in blue ink, appearing to read "Steve Thomassen, Jr.", with a long, sweeping horizontal stroke extending to the right.

4-30-2021