



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, June 2, 2026

7:00 PM

Council Chambers

Regular Meeting

WORK SESSION AGENDA - 6:00 pm

Transcribed minutes are not taken for Work Sessions. Audio is available upon request.

1. [Work Session: PVMC Community Advisory Council Update](#)

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. RECOGNITION OF OUTGOING COUNCIL MEMBER

V. PUBLIC BUSINESS FROM THE FLOOR

VI. CONSENT AGENDA

1. [National Safety Month 2026 - 30th Anniversary](#)
2. [Approval To Go Into Executive Session Re: Discussion of Implications for City Revenues and Litigation Strategy Regarding Trans Alaska Pipeline System Ad Valorem Tax Issues:](#)

VII. NEW BUSINESS

1. [Approval of Change Order with Knik Construction for Kelsey Dock Dolphin/Bollard Temp Install in the Amount of \\$70,500](#)
2. [Approval of Purchase of CAT 265 Tracked Skid Steer and Corresponding Attachments from NC Machinery in the Amount of \\$139,877](#)
3. [Approving Purchase and Sale Agreement Between the City of Valdez and the Valdez Convention and Visitors Bureau](#)

4. [Approval of Physician Retention Agreement with Dr. John Cullen](#)

VIII. ORDINANCES

1. [#26-03 - Amending Chapter 3.24 of the Valdez Municipal Code Titled Public Accommodation Tax \(Amended\). Second Reading. Adoption.](#)
2. [#26-05 - Amending Chapter 2.52 of the Valdez Municipal Code Titled Planning and Zoning Commission \(Amended\). Second Reading. Adoption.](#)

IX. RESOLUTIONS

1. [#26-31 - Urging the Governor of Alaska to Sign Senate Bill 174 Establishing an Alaska Invasive Species Council](#)
2. [#26-32 - Amending the 2026 Budget by Accepting 2020 Copper River and Prince William Sound Salmon Disaster Relief from the Pacific States Marine Fisheries Commission Fishery Disaster Program in the Amount of \\$60,411](#)

X. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS

1. City Manager Report

1. [City Manager Written Report](#)

2. City Clerk Report

3. City Attorney Report

4. City Mayor Report

XI. COUNCIL BUSINESS FROM THE FLOOR

XII. EXECUTIVE SESSION

XIII. RETURN FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

XV. APPENDIX

1. [June 2026 City Council Calendar](#)



Legislation Text

File #: 26-0243, **Version:** 1

ITEM TITLE:

Work Session: PVMC Community Advisory Council Update

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Members of the Providence Valdez Medical Center Community Advisory Council will provide an update to city council and presentation on current priorities.



Legislation Text

File #: 26-0239, **Version:** 1

ITEM TITLE:

National Safety Month 2026 - 30th Anniversary

SUBMITTED BY: Rhea Cragun, Director Human Resources

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Proclamation

SUMMARY STATEMENT:

June is National Safety month.

This 2026, is the 30th anniversary of National Safety Month and provides an opportunity to reflect on past progress, renew our commitment to prevention, and encourage all residents to take proactive steps to reduce hazards in their daily lives.

Please see the attached proclamation in recognition of national Safety month



PROCLAMATION

WHEREAS, for thirty years, National Safety Month has encouraged communities across the nation to prioritize the well-being of residents in homes, workplaces, schools, and public spaces; and

WHEREAS, the City of Valdez recognizes that safety is a shared responsibility essential to protecting lives, strengthening neighborhoods, and supporting a thriving local economy; and

WHEREAS, advancements in training, technology, and public awareness have significantly reduced preventable injuries and fatalities over the past three decades, yet continued vigilance is necessary as new risks and challenges emerge; and

WHEREAS, the city honors the dedication of local first responders, public works teams, safety professionals, educators, and community organizations whose efforts safeguard our residents every day; and

WHEREAS, the 30th anniversary of National Safety Month provides an opportunity to reflect on past progress, renew our commitment to prevention, and encourage all residents to take proactive steps to reduce hazards in their daily lives; and

NOW, THEREFORE, I, Dennis Fleming, Mayor of the City of Valdez, do hereby proclaim June 2026 as

National Safety Month

in Valdez and encourage all residents, businesses, and community partners to observe this month with activities, programs, and initiatives that promote awareness, preparedness, and a safer future for all.

Dated the 2nd day of June, 2026

CITY OF VALDEZ, ALASKA

ATTEST:

Dennis Fleming, Mayor

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 26-0236, **Version:** 1

ITEM TITLE:

Approval To Go Into Executive Session Re: Discussion of Implications for City Revenues and Litigation Strategy Regarding Trans Alaska Pipeline System Ad Valorem Tax Issues:

SUBMITTED BY: Jake Staser, City Attorney

FISCAL NOTES:

Expenditure Required: na
Unencumbered Balance: na
Funding Source: na

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Alaska Statute AS 44.62.310 provides an exception to the Alaska Open Meetings law (AS 44.62.310) which allows the City Council to meet in executive session for the purpose of discussion related to:

1. Matters which involve litigation and where matters of which the immediate knowledge would clearly have an adverse effect upon the finances of the City.
2. Matters which by law, municipal charter, or ordinance are required to be confidential.

Any formal action related to the discussion requiring a motion and vote of the governing body must be done in open session.



Legislation Text

File #: 26-0240, **Version:** 1

ITEM TITLE:

Approval of Change Order with Knik Construction for Kelsey Dock Dolphin/Bollard Temp Install in the Amount of \$70,500

SUBMITTED BY: Kasey Walker, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$70,500
Unencumbered Balance: \$892,750
Funding Source: 310-9513-58010

RECOMMENDATION:

Approve the change order with Knik Construction for Kelsey Dock Dolphin/Bollard Temp Install in the amount of \$70,500.

SUMMARY STATEMENT:

To improve the usability of the bollard placed in January, the old mooring dolphin and gangway must be removed. This operation includes removal of material above and below the water's surface and will take place during the next optimal tide in mid-June.



CHANGE ORDER
CITY OF VALDEZ

Table with contract details including TO: Knik Construction Co, INC, PROJECT: Kelsey Dock Dolphin/Bollard Temp Install, DATE ISSUED, CHANGE ORDER NO. 2, COST CODE NO. 310-9513-58010, PROJECT NO. 24-312-6424, CONTRACT NO. 2445, Contractor x.

You are directed to make the changes in this CONTRACT as follows:

An additional \$70,500.00 and 115-day extension

Justification: Due to the land-based bollard being unusable because of the headline/type lines for failed infrastructure that was placed in January, Knik is going to remove the mooring dolphin and gangway in a single mobilization. The removal of the failed underwater concrete filled pile is also needed. For this reason, we are adding an additional \$70,500.00 for the labor and materials and adding an extension to the contract because this work can only be done during a negative tide.

Not valid until signed by both the Mayor and City Clerk. Signature of Contractor indicates his agreement herewith, including any adjustment in CONTRACT sum or CONTRACT time.

Summary table showing contract sum changes: The original CONTRACT sum was \$75,000, Change by previously authorized Change Order(s) \$16,500, The CONTRACT sum prior to this Change Order was \$91,500, The CONTRACT sum will be increased by this Change Order \$70,500, New CONTRACT sum including this Change Order will be \$162,000.

CONTRACT time will be increased by 115 days. The date of Substantial Completion as of the date of this Change Order therefore is 06/22/2026.

CONTRACTOR
By: _____

Date: _____

CORPORATE SEAL

Attest: _____
Corporate Secretary

AUTHORIZED BY:
CITY OF VALDEZ

By: _____
Dennis Fleming, Mayor

Date: _____

Attest: _____
Sheri Pierce, City Clerk

Date: _____

RECOMMENDED

By: _____
Nathan Duval, City Manager

Date: _____

By: _____
Kasey Walker, Capital Facilities Director

Date: _____



Legislation Text

File #: 26-0241, **Version:** 1

ITEM TITLE:

Approval of Purchase of CAT 265 Tracked Skid Steer and Corresponding Attachments from NC Machinery in the Amount of \$139,877

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: \$137,877

Unencumbered Balance: \$7,402,308

Funding Source: 350-0400-58000 Major Equipment Reserve

RECOMMENDATION:

Approve the purchase of CAT 265 tracked skid steer and corresponding attachments from NC Machinery in the amount of \$139,877.

SUMMARY STATEMENT:

With the FY 26 budget \$252,000 was appropriated for a new piece of equipment to maintain the trails on Meals Hill.

The initial budget was based on the purchase of another Trackless tractor and corresponding attachments. Upon further evaluation of the need and available alternatives, Public Works and PRCS decided to go with a tracked skid steer option. The skid steer serves the original intended functions and can be used in additional scenarios for approximately half the initial budgeted cost.

The skid steer is being purchased from NC machinery using the Sourcewell cooperative pricing contract.

PURCHASER: <u>CITY OF VALDEZ</u>		STREET ADDRESS: <u>ATTN ROB COMSTOCK PO BOX 307</u>		CITY/STATE: <u>VALDEZ, AK</u>		COUNTY: _____		PHONE NO.: <u>907 835 4313</u>		F.O.B. AT: <u>VALDEZ, AK DOCKSIDE</u>	
POSTAL CODE: <u>99686-0307</u>		EQUIPMENT: <u>JOE RUSSELL</u>		PRODUCT SUPPORT: <u>JOE RUSSELL</u>		ACCESS ROAD: _____		CONSTRUCTION & MAINT: <u>(410)</u>			
INDUSTRY CODE: <u>LOCAL GOVERNMENT (GV93)</u>		PRINCIPAL WORK CODE: _____		CUSTOMER CONTACT: _____		CUSTOMER PO NUMBER: _____		SALES TAX EXEMPTION # (if applicable): <u>CITY GOVERNMENT</u>			

CUSTOMER NUMBER: <u>9993003</u>		SALES TAX EXEMPTION # (if applicable): <u>CITY GOVERNMENT</u>		CUSTOMER PO NUMBER: _____	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>		NET ON DELIVERY <input type="checkbox"/>		FINANCIAL SERVICES <input type="checkbox"/>	
CASH WITH ORDER \$0.00		BALANCE TO FINANCE		INTEREST RATE	
PAYMENT PERIOD		PAYMENT AMOUNT		NUMBER OF PAYMENTS	
				OPTIONAL BUY-OUT	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 265 H3CB	YEAR: 2026	
STOCK NUMBER: 25A5541	SERIAL NUMBER: 0KR417121	SMU: 2.4	
265 05A COMPACT TRACK LOADER	586-0268	FIRE EXTINGUISHER MOUNTING POINT	642-8875
PRODUCT LINK, CELLULAR PLE643	579-2324	CELL PHONE HOLDER	615-0300
ULTRA CAB PACKAGE, SUSPENSION SEAT, HIGH FLOW AUX HYDRAULICS	661-5356	TURBO DEBRIS GUARD	607-7351
HD1 GUARDING / SEALING PKG	586-0093	GUARD, DRIVELINES	640-4282
17.7" WIDE RUBBER TRACKS WITH BAR TREAD PATTERN	596-4438	DEBRIS ENGINE COMPARTMENT GUARDING	609-5609
RIDE CONTROL	586-0028	COLD START BYPASS	654-0917
COLD STARTING PACKAGE (120V)	652-2074	DEBRIS MACHINE GUARDING	610-2091
REAR LIGHTS	579-2312	80" GP BUCKET WITH BOLT ON CUTTING EDGE	643-5220
AIR CONDITIONING+HEATER	661-1438	NEW MACHINE PREP - INSTALL DEBRIS GUARDING	
POLYCARBONATE CAB DOOR	593-7244	FREIGHT FROM FACTORY, FOB VALDEZ, AK DOCKSIDE	
INTEGRATED RADIO	651-8586	1 PAPER SET PARTS AND SERVICE MANUALS	
SEAT BELT, 2"	613-1924	WINTER ENGINE COVERS	
EXTERNAL REAR COUNTERWEIGHT	585-9676	5 YEAR / 2500 HOUR CAT PREMIER WARRANTY - TECHNICIAN TRAVEL TIME AND MILEAGE NOT INCLUDED	
PACK, DOMESTIC TRUCK	0P-0210	BLUE DIAMOND SWING ARM BRUSH CUTTER	103875
ENGINE AIR INTAKE PRECLEANER	590-5797		

TRADE-IN EQUIPMENT		SELL PRICE	
MODEL: _____	YEAR: _____	SN: _____	\$139,877.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	NET BALANCE DUE
MODEL: _____	YEAR: _____	SN: _____	\$139,877.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	BALANCE
MODEL: _____	YEAR: _____	SN: _____	\$139,877.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	
MODEL: _____	YEAR: _____	SN: _____	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	

ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY <div style="float: right; border: 1px solid black; padding: 2px;">INITIAL</div>		<input type="checkbox"/> USED EQUIPMENT WARRANTY <div style="float: right; border: 1px solid black; padding: 2px;">INITIAL</div>	
The customer acknowledges that he has received a copy of the /Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.		All used equipment is sold as is where is and no warranty is offered or implied except as specified here:	
Warranty applicable including expiration date where necessary: 2 YEAR NEW CAT WARRANTY - TECHNICIAN TRAVEL TIME AND MILEAGE NOT INCLUDED		Warranty applicable:	
5 YEAR / 2500 HOUR CAT PREMIER WARRANTY - TECHNICIAN TRAVEL TIME & MILEAGE NOT INCLUDED			

CSA: _____

NOTES: SOURCEWELL MEMBER CONTRACT # CAT-011723, CITY OF VALDEZ MEMBER # 18918. CONTRACT PROVIDES A \$36,732 DISCOUNT OFF THE PACKAGE LIST PRICE OF \$176,609.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY <u>Fisher, Steven</u>	APPROVED AND ACCEPTED ON _____ CITY OF VALDEZ
REPRESENTATIVE	PURCHASER
BY _____	PURCHASER
PRINT NAME AND TITLE	SIGNATURE

ADDITIONAL TERMS AND CONDITIONS

1. Terms of Payment: Purchaser agrees to pay the balance shown together with any applicable sales, use and similar taxes and governmental charges that are not included within the balance and that are payable by reason of the sale of the Equipment. All payments shall be made to such address as Seller from time to time provides to Purchaser. If any amount of the Unpaid Balance is not paid when due, Purchaser agrees to pay Seller a charge calculated thereon at the rate of 1.25% per month from the date when the delinquent amount was due, or, at Seller's option, a charge equal to 5% of the delinquent amount, provided that the charge shall not exceed the amount the Purchaser can legally obligate itself to pay and Seller can legally collect.

2. Additional Terms and Conditions : This Order is subject to ADDITIONAL TERMS and CONDITIONS including but not limited to DISCLAIMER AND RELEASE AND EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, all of which Purchaser has read and understands and agrees to. The terms and conditions on all pages of this Order, together with any agreements entered into pursuant to Paragraph 4, constitute the entire agreement of Seller and Purchaser with respect to the subject matter of this Order. Purchaser acknowledges that all of such terms and conditions, including but not limited to such LIMITED WARRANTY AND DISCLAIMER AND EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, were freely negotiated and bargained for with Seller and that Purchaser has agreed to purchase the Equipment subject to these terms and conditions. SELLER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED ON PURCHASER'S ASSENT TO ALL OF SUCH TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OF CONDITIONS WHICH MAY APPEAR IN ANY COMMUNICATION FROM PURCHASER, INCLUDING BUT NOT LIMITED TO ANY SEPARATE DOCUMENT SUBMITTED BY PURCHASER IN CONNECTION WITH THE PURCHASE OF THE EQUIPMENT, ARE HEREBY OBJECTED TO AND SHALL NOT BE EFFECTIVE OR BINDING UNLESS SPECIFICALLY ACCEPTED IN WRITING BY SELLER'S SALES/BRANCH MANAGER AND APPROVED IN WRITING BY SELLER'S CREDIT DEPARTMENT.

3. LKE/RENTAL SALE: YES or NO: (circle one)

4. ADDITIONAL DOCUMENTS: If any portion of the Unpaid Balance is to be paid following delivery of the Equipment. Purchaser agrees to execute and deliver to Seller such security agreements, financing statements, and other documents as Seller may request from time to time in order to permit Seller to obtain and maintain a perfected security interest in the Equipment on Terms and Conditions acceptable to Seller.

5. ACCEPTANCE; MODIFICATION: This Order shall be binding on Seller only when it has been both accepted in writing on behalf of Seller by Seller's Sales / Branch Manager and if the Seller is extending credit to the Purchaser or arranging for credit for the Purchaser, approved in writing by Seller's Credit Department. No modifications of the Terms and Conditions of this Order shall be effective or binding upon Seller unless it is in writing and executed by both Seller's Sales / Branch Manager and by Seller's Credit Department. The Terms and Conditions of this Order shall not be modified or otherwise affected by statements and actions of sales people or others unless and until there is such a written modification.

6. SECURITY INTEREST: In order to secure the payment of the Unpaid Balance. Purchaser grants to Seller a purchase money security interest in the Equipment. This security interest shall be superseded if Purchaser and Seller enter into a separate security agreement covering the Equipment.

7. DELIVERY, INSPECTION, and ACCEPTANCE: The Equipment is sold F.O.B., the F.O.B. location shown on (Page 1) of this Order. Any delivery or shipping dates indicated on (Page 1) are estimated and approximate, and Seller shall not be liable for any delay in delivery, however occasioned. Seller may deliver the Equipment in installments as the equipment becomes available. Title and risk of loss shall pass to Purchaser upon delivery. Delivery of the Equipment to Purchaser shall take place when physical possession of the Equipment is given to Purchaser or to a carrier, or when the Seller receives directions from Purchaser to place the Equipment in storage, whichever first occurs. The securing of the Equipment on board a carrier shall be deemed to occur subsequent to delivery. If the Equipment is to be shipped, Seller's authorized to execute in Purchaser's name and carrier's standard bill of lading for the Equipment. Without being required to do so, Seller may, on behalf of Purchaser, advance the cost of shipping and/or insurance for the Equipment. To the extent not separately included in calculating the Unpaid Balance, Purchaser agrees to immediately reimburse Seller on demand for such cost. Purchaser agrees to inspect each item of Equipment, at it's sole expense, promptly following receipt and will be deemed to have accepted the item unless it notifies Seller within (10) days following receipt, of any claimed discrepancy between the item as described on (Page 1) and the item as received by Purchaser. Any claim for shortages, delays, or damages occurring after Seller has delivered the Equipment to a carrier shall be made directly to the carrier, and Seller shall have no liability with respect thereto.

8. PERFORMANCE EXCUSED: Seller shall not be liable for Seller's inability to perform any or all of it's obligations hereunder due to causes beyond Seller's control, including but not limited to acts of God, acts of omissions of Purchaser, acts of civil or military authorities, fire, weather, strikes or other labor disturbances, civil commotion, war, delays in transportation, late delivery by Seller's suppliers, fuel or other energy shortages, or the inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. If any such cause results in a delay in performance by Seller, the dates of the performance shall be extended for a period equal to the time lost by reason of the delay, and such extension shall be purchaser's exclusive remedy.

9. NEW and USED EQUIPMENT: The term "New Equipment" means any items of Equipment that are registered or registerable as new equipment for the purposes of the warranty provided by the manufacturer thereof. All other items of Equipment are "Used Equipment". Seller does not represent or warrant that items of New Equipment are unused or newly manufactured or that they are the most current models available from the manufacturer thereof.

10. LIMITED WARRANTY and DISCLAIMER: Each item of New Equipment is entitled to the benefits of such warranties as are made in writing by the manufacturer thereof, as set forth on the manufacturer's warranty form in effect at the time this order is accepted by Seller. If it is expressly noted on (Page 1) of this Order that there is a separate warranty of Seller that applies to one or more specified item or items of New or Used Equipment, such item or items are entitled to the benefits of such warranty as set forth on Seller's warranty form for such warranty in effect at the time this Order is accepted by Seller, subject to any disclaimers of warranties and limitations of remedies set forth in such form, as well as to the disclaimers of warranties and limitations of remedies set forth below. Purchaser acknowledges receipt of the manufacturers' and, if applicable, Seller's current warranty forms for the items of Equipment purchased under this Order. EXCEPT FOR A WARRANTY OF TITLE BY SELLER, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ITEMS OF USED EQUIPMENT, AND PURCHASER AGREES THAT IT HAS PURCHASED ALL SUCH ITEMS "AS IS" WITH ALL FAULTS AND DEFECTS.

11. WARRANTY PROCEDURES: Purchaser shall promptly notify Seller of any claim under any special warranty (such notice to be in addition to compliance with the procedural requirements of the warranty) and to make the affected item of Equipment available for inspection by Seller. Any replacements or repairs to be made by Seller as a warranty representative of the manufacturer shall be made at a repair and service facility of Seller or it's designee during regular business hours, the cost of the transportation of the Equipment to and from the service facility of Seller or its designee and the cost of the Seller's personnel traveling to and from the location of the Equipment and related cost shall be borne solely by Purchaser. The failure of any item of Equipment purchased hereunder to fulfill any applicable warranties shall not affect the liability of Purchaser to Seller for the purchase price of that item or any other obligation of Purchaser to Seller.

12. DISCLAIMER and RELEASE: THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER FOR DEFECTIVE ITEMS OF NEW EQUIPMENT SHALL BE AS PROVIDED IN THE MANUFACTURER'S WARRANTY, ANY OTHER RIGHTS PROVIDED BY LAW AGAINST THE MANUFACTURER, AND ANY APPLICABLE SELLER'S WARRANTY REFERRED TO IN PARAGRAPH 10 EXCEPT FOR ITS OBLIGATION TO DELIVER THE EQUIPMENT IN ACCORDANCE WITH THE EXPRESS TERMS AND CONDITIONS OF THIS ORDER, SELLER SHALL HAVE NO OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY ITEM PURCHASED HEREUNDER, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE, OR TRADE. (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY EQUIPMENT.

13. EXCLUSION of CONSEQUENTIAL and OTHER DAMAGES: SELLER SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE) OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COST INCURRED BY PURCHASER AT ITS PLANT OR IN THE FIELD (WHETHER BY WAY OF CORRECTION OR OTHERWISE), CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS, OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY ITEMS PROVIDED HEREUNDER.

14. PURCHASER'S RESPONSIBILITIES: Except to the extent provided in the express warranties under paragraph 10, Purchaser agrees that, even though it may receive technical information, drawings, or advice from Seller, Purchaser will have sole responsibility (a) for the safety, operation, and performance of the Equipment, (b) for its suitability for Purchaser's intended use, and (c) where the Equipment is to be used as part of a power, propulsion, or other system, for the installation of the Equipment, the design and performance of such systems, and the adequacy of such system for the particular needs of the Purchaser or any customer of Purchaser.

15. PURCHASER'S INDEMNITY: PURCHASER SHALL INDEMNIFY, DEFEND, AND SAVE SELLER AND ITS AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, AND CIVIL PENALTIES, INCLUDING COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCIDENT THERETO OR INCIDENT TO SUCCESSFULLY ESTABLISHING THE RIGHT TO INDEMNIFICATION, FOR INJURY TO OR DEATH OF ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF PURCHASER, OR FOR LOSS OF, OR DAMAGE TO ANY PROPERTY, INCLUDING EQUIPMENT, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE POSSESSION, USE, MAINTENANCE, OR OPERATION OF THIS EQUIPMENT, WHETHER OR NOT ARISING IN TORT OR CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SELLER, WHETHER ACTIVE, PASSIVE, OR IMPUTED. TO THE EXTENT OF THIS INDEMNITY, PURCHASER HEREBY WAIVES ANY IMMUNITY PROVIDED BY TITLE 51 REVISED CODE OF WASHINGTON OR ANY OTHER INDUSTRIAL INSURANCE LAW OR WORKERS COMPENSATION STATUTE. IF THIS INDEMNITY IS LIMITED IN SCOPE BY OPERATION OF LAW THEN IT SHALL EXTEND TO THE FULL EXTENT ALLOWED BY SUCH LAW.

16. INSURANCE: Purchaser is solely responsible for any loss or damage that occurs to any item or items of Equipment after delivery to Purchaser, and to such loss or damage shall diminish any obligation of Purchaser to Seller hereunder. At all times following delivery, Purchaser agrees to maintain one or more policies insuring the Equipment, in an amount not less than the full amount of the Unpaid Balance from time to time remaining unpaid against all hazards generally covered by extended coverage hazard insurance and against any other hazards required by Seller. Each such policy shall name Seller as an additional insured and loss payee and shall provide that no cancellation or material changes to the policy will be effective as to Seller unless Seller has been given written notice at least thirty (30) days prior to the effective date thereof. Purchaser agrees, if Seller request, to deliver to Seller copies of all such policies or certificates of the insurers evidencing such coverage.

17. DEFAULT: If Purchaser fails to pay when due any amount owing to Seller, or to perform any other obligation to Seller hereunder or otherwise, or if Purchaser becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Purchaser any proceeding under any bankruptcy, insolvency, or similar law of any jurisdiction, or for the appointment of a receiver or trustee in respect of any Purchaser's property, or if the Seller reasonably believes that Purchaser is unable to meet its debts as they mature, then, in addition to any other rights and remedies that Seller may have, Seller may, upon notice to Purchaser at any time, declare the entire Unpaid Balance immediately due and payable, require progress payments for the Equipment, require payment for the Equipment in cash upon delivery, apply amounts held for Purchaser's account hereunder or otherwise to the Unpaid Balance or to any other obligations of Purchaser to Seller, or terminate all of Seller's obligations under this Order.

18. NON-WAIVER: No term or condition of this Order shall be deemed waived and no breach excused, unless such waiver or excuse is in writing signed by the party claimed to have waived or executed. Any such waiver in a particular instance shall not constitute a waiver of future compliance with such term condition.

19. NOTICES: If Purchaser fails to pay when due any amount owing to Seller, or to perform any other obligation to Seller hereunder or otherwise, or if Purchaser becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Purchaser any proceeding under any bankruptcy, insolvency, or similar law of any jurisdiction, or for the appointment of a receiver or trustee in respect of any Purchaser's property, or if the Seller reasonably believes that Purchaser is unable to meet its debts as they mature, then, in addition to any other rights and remedies that Seller may have, Seller may, upon notice to Purchaser at any time, declare the entire Unpaid Balance immediately due and payable, require progress payments for the Equipment, require payment for the Equipment in cash upon delivery, apply amounts held for Purchaser's account hereunder or otherwise to the Unpaid Balance or to any other obligations of Purchaser to Seller, or terminate all of Seller's obligations under this Order.

20. ASSIGNMENT: This Order may not be assigned or otherwise transferred by Purchaser in whole or in part without Seller's prior written consent. Subject to this limitation on assignment and transfer, the terms and condition of this Order shall bind and benefit the parties and their respective successors and assigns.

21. SEVERABILITY: Should any provision of this Order be found by a court of competent jurisdiction to be invalid, illegal, or unenforceable the remaining provisions shall not be affected or impaired thereby except to the extent reasonably necessary to preserve the intent of the parties.

22. MERGER; NO CREDIT AGREEMENT: The terms and conditions of this Order merge and supersede all prior and contemporaneous agreements and negotiations regarding the subject matter hereof, except for any agreements entered into pursuant to Paragraph 4 above. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

23. ATTORNEYS' FEES; APPLICABLE LAW: In any suit or action arising out of this Order, the losing party shall pay to the prevailing party its reasonable attorneys' fees and all other cost, fees, and expenses incurred by the prevailing party at trial and upon appeal. This Order shall be governed by and construed in accordance with the laws of the State of Washington.

24. INVALIDITY: Each provision of this shall be considered separable, and if for any reason any provision herein is determined to be invalid, such invalidity shall not impair or otherwise affect the validity of the other provisions of this agreement. If any provision is deemed to be invalid, it shall be modified, if possible to the extent necessary to remove such invalidity.

25. LKE ASSIGNMENT: PURCHASER IS HEREBY NOTIFIED THAT SELLER HAS ASSIGNED TO "HGI EXCHANGE LLC" ACTING SOLEY IN IT'S CAPACITY AS SELLER'S QUALIFIED INTERMEDIARY, RIGHTS TO ACCEPT AND RECEIVE ALL CONSIDERATION PAYABLE BY PURCHASER (INCLUDING ALL MONEY AND ANY TRADE-IN), BUT NONE OF SELLER'S OBLIGATIONS IN THIS SALE WITH RESPECT TO THE PURCHASE OF QUALIFIED LKE/RENTAL EQUIPMENT FOR THE PURPOSES OF COMPLETING A LIKE-KIND EXCHANGE UNDER SECTION 1031 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

26. Telematics Disclaimer: In the event this machine is equipped with "Product Link" or other systems for the transfer of equipment health and diagnostic information ("Telematics Systems"), Purchaser understands that data concerning this machine, its condition, and its operation is being transmitted by "Product Link" or by other, similar Telematics Systems, to Caterpillar Inc. or the manufacturer of your equipment, and/or their affiliates, subsidiaries and dealers. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. For more information about the information collected in connection with "Product Link," and how this information is used and shared, please see the Caterpillar Telematics Data Privacy Statement, available at http://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html. For more information regarding the information collected in connection with Telematics Systems used on other manufacturers' equipment, and how this information is used and shared, please see the data privacy statement issued by the manufacturer. By using any machine equipped with "Product Link" or other Telematics Systems, you consent to the collection, use and disclosure of information as described in the applicable privacy statement and to the processing, transfer and storage of information in and to the United States and other countries, where you may not have the same rights and protections as you do under local law. PURCHASER RELEASES AND FOREVER DISCHARGES SELLER FOR ALL CLAIMS OR CAUSES OF ACTION ARISING FROM THE COLLECTION, USE AND DISCLOSURE OF TELEMATICS SYSTEMS' DATA VIA PRODUCT LINK OR OTHER TELEMATICS SYSTEM.

INITIAL HERE _____



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](#) ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](#) document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#) . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Company (Print)

Company Representative (Print)

Signature

Date

FOR DEALER USE ONLY
Company UCID
Company Representative CWS ID
Main Store Dealer Code
Dealer Representative Name
Dealer Representative CWS ID

SWING ARM BRUSH CUTTER

The **Blue Diamond® Skid Steer Swing Arm Brush Cutter** is a great implement to add to your collection. It is designed for cutting banks, right of ways, and fence lines. The cutter also works great for clearing pond banks and cutting trails because of its significant reach advantage over a typical cutter.



APPLICATIONS INCLUDE:

- Landscaping and property maintenance
- Agricultural applications
- Trail and road maintenance



3" x 16" tilt cylinder



Two double-sided blades on a 5/8" thick blade carrier

KEY FEATURES

- ◆ 44" cutting width
- ◆ 4" cutting capacity
- ◆ Horizontal reach 8', Vertical reach 16'
- ◆ Reach advantage over our typical cutter
- ◆ Can be used as a side cutter
- ◆ Direct drive with 14-20 GPM or 17-30 GPM motor options with max 4,000 PSI
- ◆ 3" x 16" tilt cylinder on swing arm
- ◆ Two double-sided 5/8" AR400 Blades
- ◆ Case drain required
- ◆ Optional universal, 8-pin, or 14-pin wiring harnesses are available
- ◆ Minimum skid steer weight is 6,500 lbs

PART NUMBER	MODEL	MOTOR	MIN-MAX FLOW	WEIGHT
103870	44" Swing Arm Brush Cutter	Geroler	14-20 GPM	845 lbs
103875	44" Swing Arm Brush Cutter	Piston	17-30 GPM	1,203 lbs

*NOTE: Tracked loaders will provide superior stability compared to a non-tracked unit.



Cat[®] 265

COMPACT TRACK LOADER

FEATURES:

The Cat[®] 265 Compact Track Loader, with its vertical lift design, delivers extended reach and lift height for quick and easy truck loading. Its standard torsion suspension undercarriage system provides superior traction, flotation, stability, and speed to work in a wide range of applications and underfoot conditions. The 265 features the following:

- **Redesigned Operator Station** delivers a larger operating environment, and combined with additional seat travel, the 265 provides more space for operators of any size. The optional **one-piece, sealed, and pressurized cab** offers a clean and quiet workspace with excellent air distribution through optimally placed vents throughout the cab.
- **Available ventilated and heated high-back air ride seat** with seat-mounted adjustable joystick controls deliver industry-leading operator comfort.
- **High-performance power train** provides selectable settings for drive power priority and hystat drive response to customize the machine performance to match the task.
- **Three levels of auxiliary hydraulic performance available** Standard Flow, High Flow, and High Flow XPS. **Standard flow** for attachments that require a base level of auxiliary flow and horsepower, **High Flow** boosts the auxiliary flow for applications that demand additional hydraulic flow for increased attachment performance, and the **High Flow XPS** hydraulic system provides maximum auxiliary hydraulic performance by delivering additional flow and additional pressure for the most demanding attachments and applications.
- **Electronically controlled Cat C2.8TA (turbo after-cooled) engine** meets U.S. EPA Tier 4 Final and EU Stage V emission standards while delivering maximum horsepower across a wide RPM range and providing high torque for increased working performance, no matter the application.
- **Standard torsion suspension undercarriage and standard two-speed travel**, combined with the optional Speed Sensitive Ride Control system improves operation on rough terrain, enabling better load retention, increased productivity, and greater operator comfort.
- **Maximize machine capability and control with the Advanced Joysticks and Advanced Touchscreen Monitor.** The **20.3 cm (8-inch) Advanced Touchscreen Monitor** offers cutting-edge functionality and control that includes an integrated radio, Bluetooth[®] connectivity, and multi-camera (side-view) option, and supports 32 different language choices. The **Advanced Joysticks** provide unmatched control of machine functions and adjustments within the display without operators having to remove their hands from the controls. This includes the on-joystick navigation of the Advanced Touchscreen Monitor, radio volume up/down/mute, creep activation, creep on/off, creep speed increment/decrement, one-button Smart Attachment control activation, and additional auxiliary control buttons that deliver single-button control of complex attachment functions.
- **Ground-level access** to all daily service and routine maintenance points help reduce machine downtime for greater productivity.
- **Broad range of performance-matched Cat Attachments** make the Cat Compact Track Loaders the most versatile machine on the job site.

Specifications

Engine

Engine Model	Cat [®] C2.8TA (turbo after-cooled)	
Gross Power SAE J1995	55.2 kW	74 hp
Net Power SAE 1349	54.9 kW	74 hp
Net Power ISO 9249	54.4 kW	73 hp
Peak Torque at 1,360 rpm SAE J1995	380 N-m	280 lbf-ft
Displacement	2.8 L	171 in ³
Stroke	110 mm	4.3 in
Bore	90 mm	3.5 in

Weights*

Operating Weight	4759 kg	10,492 lb
------------------	---------	-----------

*Operating Weight, Operating Specifications, and Dimensions are based on 2036 mm (80") low profile bucket with bolt on cutting edge, 450 mm (17.7") wide track, 75 kg (165 lb) operator, open canopy, mechanical suspension seat, HD battery with disconnect, standard flow hydraulics, manual coupler, and full fluids. No external counterweights, and no dual self-level/return-to-dig/work tool positioner.

Power Train

Travel Speed (Forward or Reverse)		
One Speed	8 km/h	5 mph
Two Speed	13 km/h	8.1 mph

Cab

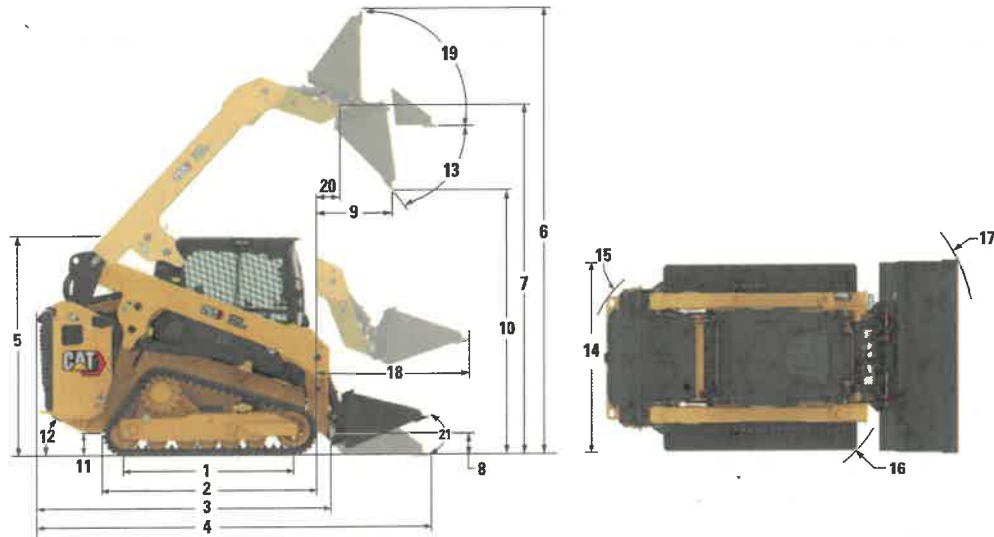
Rollover Protective Structure (ROPS)	ISO 3471:2008
Falling Object Protective Structure (FOPS)	ISO 3449:2005 Level I ISO 3449:2005 Level II (optional)

Service Refill Capacities

Cooling System	10.7 L	2.8 gal
Engine Crankcase	8 L	2.1 gal
Fuel Tank	120.7 L	31.9 gal
Hydraulic System	36.8 L	9.7 gal
Hydraulic Tank	26 L	6.9 gal



265 Compact Track Loader



Dimensions*

1 Length of Track on Ground	1626 mm	64.0 in	12 Departure Angle	28.2°
2 Overall Length of Track	2126 mm	83.7 in	13 Maximum Dump Angle	46.4°
3 Length without Bucket	2950 mm	116.1 in	14 Vehicle Width (450 mm/17.7 in tracks)	1925 mm 75.8 in
4 Length with Bucket on Ground	3580 mm	140.9 in	15 Turning Radius from Center – Machine Rear	1741 mm 68.5 in
5 Height to Top of Cab	2115 mm	83.3 in	16 Turning Radius from Center – Coupler	1436 mm 56.5 in
6 Maximum Overall Height	4173 mm	164.3 in	17 Turning Radius from Center – Bucket (racked)	2229 mm 87.8 in
7 Bucket Pin Height at Maximum Lift	3354 mm	132.0 in	18 Maximum Reach with Arms Parallel to Ground	1187 mm 46.7 in
8 Bucket Pin Height at Carry Position	213 mm	8.4 in	19 Rack Back Angle at Maximum Height	85.3°
9 Reach at Maximum Lift and Dump	638 mm	25.1 in	20 Bucket Pin Reach at Maximum Lift	249 mm 9.8 in
10 Clearance at Maximum Lift and Dump	2655 mm	104.5 in	21 Roll Back Angle (ground level)	27°
11 Ground Clearance	216 mm	8.5 in		

Hydraulic System

Hydraulic Flow – Standard:			
Loader Hydraulic Pressure	24 130 kPa	3,500 psi	
Loader Hydraulic Flow	86 L/min	23 gal/min	
Hydraulic Power (calculated)	34.6 kW	46.4 hp	
Hydraulic Flow – High Flow:			
Loader Hydraulic Pressure	24 130 kPa	3,500 psi	
Loader Hydraulic Flow	113 L/min	30 gal/min	
Hydraulic Power (calculated)	45.4 kW	60.9 hp	
Hydraulic Flow – High Flow XPS:			
Loader Hydraulic Pressure	28 000 kPa	4,061 psi	
Loader Hydraulic Flow	129 L/min	34 gal/min	
Hydraulic Power (calculated)	60.2 kW	80.7 hp	

Operating Specifications*

Rated Operating Capacity:			
35% Tipping Load	1280 kg	2,823 lb	
50% Tipping Load	1829 kg	4,033 lb	
Rated Operating Capacity with Optional Counterweight (at 35%)			
Tipping Load	1342 kg	2,961 lb	
Breakout Force, Tilt Cylinder	3659 kg	8,066 lb	
Breakout Force, Lift Cylinder	3937 kg	8,680 lb	
Ground Contact Area (450 mm/17.7 in track)	1.62 m ²	2,512 in ²	
Ground Pressure (450 mm/17.7 in tracks)	28.8 kPa	4.2 psi	
Enclosed Cab Adds:			
Operating Weight	+82 kg	+181 lb	
Tip Load	+97 kg	+214 lb	
Rated Operating Capacity (35%)	+34 kg	+75 lb	
Counterweight Adds:			
Operating Weight	+125 kg	+276 lb	
Tip Load	+224 kg	+494 lb	
Rated Operating Capacity (35%)	+78 kg	+173 lb	

The following information applies to the machine at the time of final manufacture as configured for sale in the regions covered in this document. The content of this declaration is valid as of the date issued; however, content related to machine features and specifications are subject to change without notice. For additional information, please see the machine's Operation and Maintenance Manual.

For more information on sustainability in action and our progress, please visit <https://www.caterpillar.com/en/company/sustainability>.

Engine

- The Cat® C2.8TA (turbo, after-cooled) engine meets U.S. EPA Tier 4 Final and EU Stage V emission standards.
 - Cat diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels up to:
 - ✓ 20% biodiesel FAME (fatty acid methyl ester)
 - ✓ 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels
- Refer to guidelines for successful application. Please consult your Cat dealer or "Caterpillar Machine Fluids Recommendations" (SEBU6250) for details.

Air Conditioning System

- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a or R1234yf (Europe). See label or instruction manual for gas refrigerant identification. If machine is provided with R134a (Global Warming Potential = 1430), the system contains 0.85 kg (1.87 lbs) of refrigerant, which has a CO₂ equivalent of 1.216 metric tons (1.34 tons). If machine is provided with R1234yf (Global Warming Potential = 0.501), the system contains 0.85 kg (1.87 lbs) of refrigerant, which has a CO₂ equivalent of 0.00043 metric tons (0.00047 tons).

Paint

- Based on best available knowledge, the maximum allowable concentration, measured in parts per million (PPM), of the following heavy metals in paint are:
 - Barium < 0.01%
 - Cadmium < 0.01%
 - Chromium < 0.01%
 - Lead < 0.01%

Sound Performance

Inside Cab* – 80 dB(A)

Outside Cab** – 103 dB(A)

- Cab and ROPS are standard in North America and Europe.
 - *The declared dynamic operator sound pressure levels per ISO 6395:2008. The measurements were conducted with the cab doors and windows closed and at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.
 - **The labeled sound power level for the CE marked configurations when measured according to the test procedure and conditions specified in 2000/14/EC.

Oils and Fluids

- Caterpillar factory fills with ethylene glycol coolants. Cat Diesel Engine Antifreeze/Coolant (DEAC) and Cat Extended Life Coolant (ELC) can be recycled. Consult your Cat dealer for more information.
- Cat Bio HYDO™ Advanced is an EU Ecolabel approved biodegradable hydraulic oil.
- Additional fluids are likely to be present, please consult the Operations and Maintenance Manual or the Application and Installation guide for complete fluid recommendations and maintenance intervals.

Features and Technology

- The following features and technology may contribute to fuel savings and/or carbon reduction. Features may vary. Consult your Cat dealer for details.
 - Extended life coolant and long life hydraulic fluid extend maintenance intervals to reduce fluid consumption
 - Boost productivity with Cat technologies like work tool positioner, return to dig and Cat Smart Attachments
 - Save fuel with efficiency features such as foot throttle pedal and cooling system demand fan
 - Remote machine monitoring through onboard Product Link telematics

Recycling

- The materials included in machines are categorized as below with approximate weight percentage. Because of variations of product configurations, the following values in the table may vary.

Material Type	Weight Percentage
Steel	66.31
Rubber	9.23
Iron	7.31
Other	3.95
Nonferrous Metal	3.76
Fluid	3.27
Plastic	2.18
Mixed Metal	1.72
Mixed-Metal and Nonmetal	1.18
Uncategorized	1.08
Mixed Nonmetallic	0.01
Total	100.00

- A machine with higher recyclability rate will ensure more efficient usage of valuable natural resources and enhance End-of-Life value of the product. According to ISO 16714:2008 (Earth-moving machinery – Recyclability and recoverability – Terminology and calculation method), recyclability rate is defined as percentage by mass (mass fraction in percent) of the new machine potentially able to be recycled, reused or both.

All parts in the bill of material are first evaluated by component type based on a list of components defined by the ISO 16714:2008 and Japan CEMA (Construction Equipment Manufacturers Association) standards. Remaining parts are further evaluated for recyclability based on material type.

Because of variations of product configurations, the following values in the table may vary.

Recyclability – 95%

The data provided above was based on the product configuration as provided by the individual product group.

265 Compact Track Loader

ATTACHMENTS

Get more from your machine with Cat attachments. Choose from a wide variety of options and tailor your machine to different tasks and conditions.

- Augers
- Backhoes
- Bale Grabs
- Bale Spears
- Blades, Grader, Box, Angle and Dozer
- Brooms, Angle, Pickup and Utility
- Brushcutters
- Buckets
- Cold Planers
- Compactors
- Fork Tines and Carriages
- Hammers
- Material Handling Arm
- Mulchers
- Nursery Forks
- Rakes, Grapple, Landscape and Power Box
- Shears
- Snow Blowers
- Snow Plows
- Snow Pushes
- Snow Wings
- Stump Grinders
- Tillers
- Trenchers
- Wheel Saws
- Smart Backhoe
- Smart Dozer Blade with Assist
- Smart Grader Blade with Assist



MANDATORY EQUIPMENT

- Quick Coupler: Manual or Hydraulic
- High Visibility Seat Belt: 50 mm (2 in), 75 mm (3 in), or 3-point lap/shoulder
- Steel Imbed Rubber Track – 450 mm (17.7 in) bar tread, 450 mm (17.7 in) block tread
- Dual Flange Front Idler/Single Flange Rear Idler or Triple Flange Front/Rear Idlers

PERFORMANCE PACKAGES

- Performance Package HP1: *Standard Flow Hydraulics*
- Performance Package HP3: *High Flow XPS Hydraulics*

COMFORT PACKAGES

- Open canopy: *Cup Holder, Cell Phone Pocket, choice of vinyl Seat (Mechanical Suspension, High Back/Heated/Air Ride Seat)*
- Enclosed Cab with heat and air conditioning: *Side Windows, Cup Holder, Cell Phone Pocket, choice of Seat (Mechanical Suspension, High Back/Heated Air Ride Seat, High Back/Ventilated and Heated Air Ride Seat) and Door choice (Glass or Polycarbonate)*

TECHNOLOGY PACKAGES

- T2 – *Standard Display, Standard Joysticks, traditional Key Start switch, and Rear-view camera.*
- T4 – *Advanced Touchscreen Monitor, Advanced Joysticks, Push start, X-mount cell phone holder, and a Rear-view camera.*
- T5 – *T4 + 2 additional side view cameras.*

RADIO

- Radio, none – *for open canopy machines and countries not certified for Bluetooth® technology*
- Integrated AM/FM radio with Bluetooth technology. *Includes USB port, 3.5 mm (0.13 in) AUX input, and BT microphone. Only for use with enclosed cab. Availability varies by country.*
- Integrated DAB+/AM/FM radio with Bluetooth technology. *Includes USB port, 3.5 mm (0.13 in) AUX input, and BT microphone. Only for use with enclosed cab. Availability varies by country.*

PRODUCT LINK™

- Product Link™ Basic series PL243
- Product Link Elite series PLE643

COOLING FAN

- On-demand, variable speed hydraulic cooling fan
- On-demand, variable speed hydraulic cooling fan, with automatic and manual purge reversing operation

GUARDING AND SEALING PACKAGES

- HD0 – *base guarding and sealing (engine air inlet rain cap, front cab-to-frame sealing, and hydraulic fill access door)*
- HD1 – *intermediate guarding and sealing† (HD0 + cab-to-frame side sealing, lockable fuel fill access door, tilt cylinder guarding, and drive line bottom guarding.)*
- HD2 – *most comprehensive guarding and sealing† (HD1 + turbo guard, exhaust stack wrap, DPF wrap, quick disconnect guarding, fully enclosed drive line guarding, under step hydraulic lines guard cover, engine air inlet pre-cleaner.)*

†Some equipment varies by region.

STANDARD EQUIPMENT

ELECTRICAL

- Work Tool Electrical Harness
- Heavy duty battery
- Battery disconnect with lockout feature
- 12-volt Electrical System
- 85 Ampere Alternator
- LED Work Lights
- Auto Reverse Lights
- Switch Backlighting
- Interior LED Dome Light
- Backup Alarm
- Electrical Outlet, Beacon
- Exterior Courtesy Lighting

OPERATOR ENVIRONMENT

- Full color LCD monitor: *Creep speed control, Drive response adjustment, Implement response adjustment, Drive Power Priority adjustment, Language selection (x 32), Multi-operator Anti-theft Security System and Monitoring, Maintenance schedule and reminders, Event and Diagnostic Code monitoring, Date /Time/ Units/Brightness settings, and Smart Technology for use with Smart Attachments.*
- Operator Warning System Indicators: *Air Filter Restriction, Alternator Output, Armrest Raised/Operator Out of Seat, Engine Coolant Temperature, Engine Oil Pressure, Glow Plug Activation, Hydraulic Supply Filter Restriction, Hydraulic Oil Temperature, Park Brake Engaged, Engine Emission System (where applicable)*
- Gauges: *Fuel Level, Hour Meter, Hydraulic Temperature, Hour Meter, Battery Voltage, Tachometer*
- Fold In Ergonomic Contoured Armrest
- Control Interlock System, when operator leaves seat or armrest raised: *Hydraulic System Disables, Hydrostatic Transmission Disables, Parking Brake Engages*
- ROPS Cab, Tilt Up
- FOPS, Level I
- Top and Rear Windows
- Floor Mat
- Headliner
- Interior Rearview Mirror
- Horn
- Hand (Dial) Throttle, Electronic
- Seat Mounted Joystick Controls
- Cell Phone Storage Pocket
- Cup Holder
- 12-volt power port
- Foot Throttle
- Rear-view Camera

HYDRAULICS

- Selectable control pattern – ISO or H
- Electro/hydraulic implement control
- Electro/hydraulic hydrostatic transmission control
- Speed sensor guarding
- Heavy duty flat faced quick disconnects with integrated pressure release lever
- Hydraulic oil level sight gauge

POWER TRAIN

- Cat C2.8TA turbocharged, after-cooled diesel engine, meeting Tier 4 Final and Stage V Emission Standards:
 - Glow plugs starting aid
 - Liquid cooled, direct injection
- Extended life antifreeze (-37° C, -34° F)
- Air cleaner, dual element, radial seal
- Scheduled Oil Sampling (S-O-SSM) Valve, Hydraulic Oil
- Ecology drain – coolant
- Radiator coolant level sight gauge
- Radiator expansion bottle
- Filter, hydraulic supply, cartridge type
- Filter, hydraulic return, cartridge type
- Filter, canister type, engine oil
- Filter, canister type, fuel and water separator
- Radiator/hydraulic oil
- Cooler (side-by-side)
- Spring applied, hydraulically released, parking brakes
- Hydrostatic transmission
- Lockable fuel cap
- Hydraulic demand cooling fan
- Auto engine idle

UNDERCARRIAGE

- Torsion Suspension (4 independent torsion axles)
- Two speed travel
- Integrated tie downs on track frame (4)

FRAME

- Machine tie down points (9)
- Removable panels for machine frame cleanout
- Support, lift arm
- Steel rear and front bumpers, welded
- Fuel fill, machine right hand side

OTHER

- Auxiliary Hydraulics, Continuous Flow
- Telematics, Product Link, Cellular
- Steel engine door with replaceable louvers
- Engine door – lockable
- Work tool attachment coupler
- Cat ToughGuard™ hose

OPTIONAL EQUIPMENT

- External Counterweights
- Beacon, LED
- Engine Block Heater – 120V
- Oil, Hydraulic, Cold Operation
- 4-point machine lifting eyes
- Paint, Custom
- Speed Sensitive Ride Control
- Bluetooth Key Security
- Attachment Hose Guide
- Corrosion Inhibitor Coating

265 Compact Track Loader

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, LET'S DO THE WORK, VisionLink™, their respective logos, "Caterpillar Corporate Yellow," the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

AEHQ8451-04 (10-2025)
Replaces AEHQ8451-03
Build Number: 05A
(N Am, EU, Chile, Turkey,
Colombia, S Korea)





Legislation Text

File #: 26-0242, **Version:** 1

ITEM TITLE:

Approving Purchase and Sale Agreement Between the City of Valdez and the Valdez Convention and Visitors Bureau

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: \$167,725.37

Unencumbered Balance: \$241,320

Funding Source: 001-5400-48600, Economic Development - Contributions VCVB

RECOMMENDATION:

Approve the Purchase and Sale Agreement between the City of Valdez and the Valdez Convention and Visitors Bureau.

SUMMARY STATEMENT:

At the Regular City Council meeting on April 7, 2026, the Valdez Tourism Task Force presented their short-term and long-term recommendations, including a recommendation for a new entity using the corporation model, similar to the Museum governance structure, to continue efforts locally related to tourism and destination marketing.

Pursuant to the recommendation of the Valdez Tourism Task Force, City Administration included a Discussion Item on the April 7, 2026 to discuss with Council the framework for an agreement with the current VCVB for the purchase of assets such as the website, social media profiles, photo library, the visitors guide, and other intellectual property.

This agreement is the product of the direction of the City Council following that discussion.

Proceeds of the sale will help the VCVB pay off past due balances and clear out debt so that they can dissolve.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement, effective the ___ day of _____, 2026 (“Agreement”) is entered into between the City of Valdez (“City” or “Buyer”) and the Valdez Convention and Visitors Bureau (“VCVB” or “Seller”).

1. Purchase and Sale of Assets. On and subject to the terms and conditions of this Agreement, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of all encumbrances, all of Seller’s right, title and interest in and to the following assets (collectively, the “Purchased Assets”):

- Intellectual property related to the domain www.valdezalaska.org;
- Intellectual property for “Discover Valdez” including all social media accounts, email accounts, any photo or video collections, the Discover Valdez Guide, and marketing materials;
- Physical property in the form of printed marketing materials.
- All trademarks held related to “Discover Valdez;” and
- All of the goodwill related to the Purchased Assets
- All remaining physical assets & chattel in the visitors center building belonging to the VCVB.

2. Excluded Liabilities. Buyer will not assume any liability or obligation of Seller in connection with Buyer's purchase of the Purchased Assets pursuant to this Agreement.

3. Purchase Price. In consideration for the sale by Seller of the Purchased Assets to Buyer, Buyer shall pay to Seller cash in an amount sufficient to cover VCVB’s past actually incurred expenses in an amount not to exceed \$167,725.37. Funds paid by the City to VCVB shall be used solely to pay for outstanding expenses and the winding up of VCVB’s affairs.

4. Required Instruments. Seller shall promptly execute any instruments required to complete the transfer of Seller’s right, title, and interest in the Purchased Assets to Buyer.

5. Representations and Warranties of Seller. Seller has all necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. To Seller’s knowledge, there is no private or governmental action that, if adversely determined, would prohibit, prevent, or impair the satisfaction of Sellers’ obligations or Buyers’ right and title to the Purchased Assets. Seller confirms that there are no liens or encumbrances on the Purchased Assets.

6. Entire Agreement. This Agreement constitutes the entire Agreement between Seller and Buyer and may not be changed orally, but only by a written instrument executed by Seller and Buyer.

7. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

8. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alaska.

IN WITNESS WHEREOF, the parties to this presence have executed this MOU in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

SELLER

**VALDEZ CONVENTION
AND VISITORS BUREAU**

BY: _____

NAME: _____

DATE: _____

TITLE: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

BUYER

**CITY OF VALDEZ, ALASKA
APPROVED:**

Dennis Fleming, Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

Nathan Duval, City Manager

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jake W. Staser

Date: _____



Legislation Text

File #: 26-0237, **Version:** 1

ITEM TITLE:

Approval of Physician Retention Agreement with Dr. John Cullen

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: \$60,000 annually

Unencumbered Balance: \$220,551

Funding Source: 350-0200-55000

RECOMMENDATION:

Approve physician retention agreement with Dr. John Cullen

SUMMARY STATEMENT:

The city council established the Physician Recruitment and Retention Program by passage of Resolution 18-20 and extended the program with adoption of Resolution 24-36.

Providence Valdez Medical Center administration refers physicians for this program. This application is being forwarded to council for consideration by request of hospital administration.

The city will pay up to 20 quarterly retention payments in the amount of \$15,000 at the beginning of every three months until 60 months (5 years) of full-time employment from the date of execution of the agreement has passed. If the physician fails to work as a full-time employee practicing medicine in the City of Valdez for the entire quarter after receiving a quarterly payment the quarterly payment shall be repaid on a prorated basis at a daily rate equal to quarterly compensation divided by the number of days in the quarter.

This agreement shall become effective on the date it is executed and shall remain in effect for a period of five years, for a total amount of \$300,000.

CITY OF VALDEZ

PHYSICIAN RETENTION AGREEMENT

THIS PHYSICIAN RETENTION AGREEMENT (hereinafter “Agreement”) is made by and between John Cullen (hereinafter “Physician”) and the City of Valdez, Alaska (hereinafter the “City”) and is entered into on the ____ day of _____, 2026. Physician and City are each individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, the provision of reliable high-quality medical services is of great importance to the health and wellbeing of the City’s citizens; and

WHEREAS, the City has determined that an insufficient number of physicians presently serve the community, and the high turnover rate of physicians practicing within the City is detrimental to the health and wellbeing of the City’s citizens; and

WHEREAS, retaining highly capable physicians to practice in the City requires competitive pay and benefits; and

WHEREAS, the City desires to aid in the retention of physicians by offering a financial incentive in addition to regular pay and benefits; and

WHEREAS, offering a financial incentive is necessary to compete in the marketplace for the purpose of retaining skilled physicians practicing medicine in the City; and

WHEREAS, Physician has accepted employment to practice medicine on a full-time basis in the City and intends to continue practice within the City in accord with Physician’s employment contract.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. TERMS AND CONDITIONS

a. Physician shall maintain full-time employment practicing medicine within the City for the term of this Agreement. Full-time employment is defined as an average of forty (40) paid working hours per week. Periodic time spent practicing medicine outside the City for the purposes of gaining/maintaining competency is allowable as long as the Physician maintains full-time employment within the City.

b. Physician shall provide coverage at Providence Valdez Medical Center

within the scope of Physician's hospital privileges and for services upon terms agreed upon between Physician and Providence Valdez Medical Center.

c. Physician shall at all times comply with the terms of any agreement(s) with his or her employer. The City shall have the right to review any such agreement(s) with the understanding that the contents of any such agreement will be kept confidential from the public as required by such agreements or by law.

d. Nothing in this Agreement shall be interpreted as preventing Physician from acquiring an ownership interest in a medical practice.

e. This Agreement does not entitle Physician to any compensation for employment prior to the execution of this Agreement.

f. Execution of a Memorandum of Agreement with Physician's employer to facilitate administration of the program is a prerequisite to execution of this Agreement.

2. COMPENSATION

The City will compensate Physician as follows:

a. The City shall pay Physician up to twenty (20) quarterly retention payments in the amount of Fifteen Thousand Dollars (\$15,000) at the beginning of every three (3) months until the Physician reaches sixty (60) months of full-time employment from the date of execution of this Agreement. In the event Physician fails to work as a full-time employee practicing medicine in the City for the entire quarter after receiving a quarterly payment, the quarterly payment shall be repaid on a prorated basis at a daily rate equal to quarterly compensation divided by the number of days in the quarter.

b. Compensation under this Agreement is subject to appropriation of funds by the City Council.

3. TERM

This Agreement shall become effective on the date it is executed and shall remain in effect for a period of five (5) years.

4. TERMINATION

a. If either Party fails to perform any provisions herein, that Party shall be in default. The Party not in default may, by written notice, provide notice of the default. If the default is not cured within thirty (30) days or as otherwise agreed to in writing by the parties, then the non-defaulting party may terminate this Agreement in whole or in part for failure to perform. In such event, the defaulting Party shall be liable for damages, as well

attorney's fees arising out of or related to the default.

b. If Physician discontinues work as a full-time employee practicing medicine within the City for any reason, this Agreement may be terminated by the City.

c. The City may at its sole discretion terminate this Agreement upon the occurrence of any of the following events:

i. the denial, suspension, revocation, termination, restriction, or voluntary relinquishment of the professional license or privileges of Physician at Providence Valdez Medical Center;

ii. the death or inability of Physician to perform normal and ordinary duties as a physician due to sickness or accident for ninety (90) consecutive days;

iii. the termination or revocation of Physician's drug enforcement agency number; or

iv. the exclusion of Physician from participation in the Medicare, Medicaid, or other government health program.

5. SOLE BENEFIT OF PARTIES

This Agreement is for the sole benefit of the Physician and the City. Nothing in this Agreement is intended to confer any rights or remedies on any third party.

6. LIABILITY

In no event, whether as a result of breach of contract, tort liability, or otherwise, shall either party or its agents or employees be liable to the other party for indirect, economic, or consequential damages of any nature.

7. NOTICES

Notice under this agreement shall be given in writing and may be hand delivered, sent by U.S. Mail, or faxed as follows:

If to Physician:

John Cullen
P.O. Box _____
Valdez, Alaska 99686

If to City:

City of Valdez
P.O. Box 307
Valdez, Alaska 99686
ATTN: City Manager

A party may change the address to which or official to whom notice is to be given by giving notice of such change to the other party.

8. GOVERNING LAW/JURISDICTION

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.

9. NO WAIVER OF IMMUNITIES

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

10. SEVERABILITY

In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision.

11. ASSIGNMENT

Physician may not assign or transfer any of Physician's rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of the City.

12. ENTIRE AGREEMENT

This Agreement represents the entire agreement and understanding between the Parties relative to the recruitment and retention of physicians. All previous or contemporaneous contracts, representations, promises, and conditions relating thereto are superseded.

13. MODIFICATION, AMENDMENT, WAIVER

No modification, amendment, or waiver of any of the provisions of this Agreement

shall be effective unless in writing specifically referring hereto and authorized by both parties.

14. FEES AND EXPENSES CAUSED BY BREACH

The City is entitled to receive actual reasonable attorneys' fees and other expenses incurred by the City by reason of the breach of this Agreement by Physician.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date first above mentioned.

[SIGNATURES TO FOLLOW]

Physician

Signature

Name

Date

Mailing Address

City, State, Zip Code

City of Valdez, Alaska, Authorized

Dennis Fleming, Mayor

Date

Attested:

Sheri L. Pierce, MMC, City Clerk

Date

Approved as to Form:

Brena, Bell & Walker, P.C.
Jake. W. Staser



Legislation Text

File #: ORD 26-0003, **Version:** 1

ITEM TITLE:

#26-03 - Amending Chapter 3.24 of the Valdez Municipal Code Titled Public Accommodation Tax (Amended). Second Reading. Adoption.

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk/ Jake Staser, City Attorney

FISCAL NOTES:

Expenditure Required: n/a
Unencumbered Balance: n/a
Funding Source: n/a

RECOMMENDATION:

Approve Ordinance 26-03 in second reading.

SUMMARY STATEMENT:

Chapter 3.24 of the Valdez Municipal Code was last updated by Ordinance 24-05 which added short-term rentals to the definition of “public accommodation” and required hosting platforms (like AirBNB or VRBO) to remit the tax on behalf of those using these platforms.

Since adoption of that ordinance, Council has more wholistically discussed this chapter of code various times, with specific focus on the need to alter Section 3.24.120 “Distribution of Funds”. Most recently, this chapter was the topic of a December 2025 work session.

City staff have identified a series of recommended administrative changes to correct minor omissions and clarify language generally. Council members expressed a desire to add RV Parks to the definition of “public accommodation” to capture revenue from an additional category of visitors.

At the City Council meeting on April 21, 2026, Council Member Austin Love requested that this ordinance be brought forward for first reading at the next regular meeting and other members consented.

At the May 6th meeting, Council adopted an amendment to remove the language related to recreational vehicle parks and campgrounds from the ordinance. The ordinance as amended was approved in first reading on May 26th and is now in second reading.

Ordinance 26-03 as amended is attached.

CITY OF VALDEZ, ALASKA
ORDINANCE NO. 26-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, AMENDING CHAPTER 3.24 OF THE VALDEZ MUNICIPAL
CODE TITLED PUBLIC ACCOMMODATION TAX

WHEREAS, city staff has identified administrative changes to the public accommodation tax code needed to correct minor omissions from the prior ordinance, ensure clarity in administration of the tax and align better with Alaska public records law; and

WHEREAS, additionally the City Council has expressed a desire to expand the tax to include RV Parks and Campgrounds as defined in Title 17 of the Valdez Municipal Code to generate additional revenue to support economic development and the local visitor services sector.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the following amendments are made to Chapter 3.24 of the Valdez Municipal Code:

Section 1. Chapter 3.24 of the Valdez Municipal Code is hereby amended to read as follows:

Chapter 3.24

PUBLIC ACCOMMODATION TAX

Sections:

- 3.24.010** Definitions.
- 3.24.020** Levied—Responsibility for payment—Collection.
- 3.24.030** Certificate of registration for operators.
- 3.24.032** Certificate of registration for hosting platforms.
- 3.24.040** Receipts—Segregation.
- 3.24.050** Receipts—Transmittal—Due date—Penalty.
- 3.24.060** Returns to be confidential.
- 3.24.070** Records—Maintenance, and inspection **and investigation.**
- ~~**3.24.080** Records—Investigation by city.~~
- 3.24.090** Suits for collection.
- 3.24.100** Prohibited acts.
- 3.24.110** Civil penalties for violations.
- 3.24.120** Distribution of funds.

3.24.010. Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Guest" means an individual, corporation, partnership or association paying or agreeing to pay monetary consideration for the use of a public accommodation.

"Hosting platform" means a person or entity that provides a means through which an operator may offer a public accommodation for rent, usually through an online platform that provides a means for the guest to pay rent for a public accommodation.

"Operator" means a person who furnishes or offers for rent a public accommodation in the city for monetary consideration, whether acting directly or through an agent or employee.

"Person" means an individual and entities recognized by law.

"Public accommodation" means "hotel, motel, inn or lodge," "rental cabin," or "short-term rental" as defined in Title 17 of this code.

"Quarter" means computed by use of the calendar year beginning with January and consisting of a three-month period.

"Rents" means the amount paid as monetary consideration for the use of a public accommodation by a guest.

(prior code § 25-126; Ord. 94-02 § 1 (part); Ord. 24-05 § 1; Ord. 94-06 § 1)

3.24.020. Levied—Responsibility for payment—Collection.

A. The city levies a tax on public accommodation rentals within the city equal to six percent of the rental. The tax shall be applicable to all rentals, unless the rental is specifically exempt from taxation, as follows:

1. Rent paid directly by the United States or state of Alaska insofar as they are immune from taxation;
2. An employee of the public accommodation collecting the tax.

B. Each guest is responsible for the tax imposed by this chapter, and the tax shall be due and payable at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due when the guest ceases to occupy or use space in the public accommodation.

- C. Every operator renting a public accommodation subject to taxation under this chapter shall collect the taxes imposed by this chapter from the guest at the time of collection of the rental and shall transmit the same quarterly to the city unless taxes imposed by this chapter are collected by a hosting platform. The tax imposed shall be shown on the billing to the guest as a separate and distinct item.
- D. Every hosting platform accepting public accommodation rental payment from a guest on behalf of an operator as defined in this chapter shall collect the taxes imposed by this chapter from the guest at the time of collection of the rental payment and shall remit all public accommodation taxes collected to the city on a quarterly basis.

(Ord. 24-05 § 1; Ord. 94-02 § 1 (part); prior code § 25-127)

3.24.030. Registration for operators.

- A. Operators shall register with the city by providing the approved business registration for the public accommodation and, if required, the short-term rental permit prior to commencing business.
- B. The city finance department shall maintain a record of all registered operators authorized to collect and remit public accommodation taxes.
- C. Operators shall provide the city finance department written notice in the event of a change of business type, change of address or closing of a public accommodation business.
- D. For a registration to be valid the operator must comply with Valdez business registration requirements as well as the provisions of the zoning, building, plumbing, electrical, and fire codes, and other applicable ordinances of the city.

(Ord. 24-05 § 1; Ord. 94-02 § 1 (part); prior code § 28-128)

3.24.035. Registration for hosting platforms.

- A. Every hosting platform accepting payment for public accommodation rentals as defined by this chapter shall register with the city upon a form provided by the city. There is no requirement for a hosting platform to hold a city business registration or have a physical presence within the city.
- B. The city finance department shall maintain a record of registered hosting platforms authorized to collect and remit public accommodation taxes.

(Ord. 24-05 § 1)

3.24.040. Receipts—Segregation.

Title to the taxes collected pursuant to this chapter shall vest to the city upon collection. Such taxes shall be segregated by the operator or hosting platform from the funds of the operator or hosting platform and safeguarded until transmitted to the city as hereinafter provided.

(Ord. 24-05 § 1; Ord. 94-02 § 1 (part); prior code § 25-129)

3.24.050. Receipts—Transmittal—Due date—Penalty.

- A. On or before the last day of the month following each calendar quarter, each operator shall prepare and submit to the city a return for the preceding quarter upon forms furnished by the city setting forth the amount received for:
1. Rentals within the city;
 2. Taxes collected.

In addition, the operator shall submit such other information and supporting papers as may be required by the city.

- B. The operator shall sign the return and transmit it together with the taxes collected to the city on or before the due date. A return shall be filed even if the public accommodation has no rental for the quarter.
- C. Taxes collected by an operator as provided by this chapter shall be due the last day of the month following each calendar quarter. If taxes collected by an operator have not been received by the city on or before the due date, the operator shall incur a penalty equal to ten and one-half percent of the taxes which are due or a minimum of one hundred dollars and shall be charged interest at the rate of ten and one-half percent per annum for each day the tax is delinquent. ~~A one-time-only waiver of penalty will be given for any late filed tax return after April 30, 1994.~~
- D. Where the city has reasonable grounds to believe that taxes due were not collected or taxes collected were not transmitted on or before the due date, or if the operator of a public accommodation has failed to file a return as required by this chapter, the city shall prepare a notice of delinquency and shall deliver such notice to the operator. Payment of delinquent tax under a notice of delinquency shall include penalty and interest which shall be calculated as provided above.
- E. A registered hosting platform shall submit tax returns and remit tax payments in accordance with this section. The tax return shall set forth or include the aggregate amounts of all rents earned by and taxes due from the operators who use the hosting platform to rent or offer to rent public accommodations through the hosting platform. To the extent a hosting platform collects taxes on behalf of an operator, the operator's liability for those taxes shall be deemed satisfied.

(Ord. 24-05 § 1; Ord. 94-02 § 1 (part); prior code § 25-130)

3.24.060. Returns to be confidential.

~~All returns filed with the city pursuant to the provisions of this chapter and all data obtained from such returns are confidential and may not be released for inspection by the public, except upon court order.~~

Except as otherwise provided in this section, all data obtained from returns is confidential and shall be kept from inspection of all persons except officers, agents, and employees of the city and may not be disclosed by the city except in:

A. Connection with efforts by the city to collect the tax or enforce provisions of this chapter;

B. Response to a subpoena issued by a court;

C. When furnishing of information on a reciprocal basis to other agencies or political subdivisions of the state or the United States concerned with the enforcement of tax laws;

D. In compilation of statistics and studies by the city for public distribution, so long as information from individual businesses is not identifiable as to source.

(Ord. 24-05 § 1; Ord. 94-02 § 1 (part); prior code § 25-131)

3.24.070. Records—Maintenance, and inspection and investigation.

A. Regardless of whether a hosting platform is used, every operator of a public accommodation engaged in business within the city shall keep and preserve suitable records of all rentals made and such other books and accounts as may be necessary to determine the amount of tax required to be collected. All books, invoices and other necessary records shall be maintained by the operator for a period of two years and shall be available for examination at reasonable times by the city for the purpose of ascertaining the correctness of a return or for the purpose of determining the amount of tax collected or levied.

B. A registered hosting platform shall keep and preserve suitable records of all rental transactions subject to this chapter and all claimed exemptions from payment, collection, or remittance of the public accommodation taxes under this chapter. To the extent a hosting platform may assign anonymous account numbers to operators using the hosting platform, when inspecting records, the city shall inspect the required records in an anonymized fashion, unless the city has obtained a release of information from the operator or an order to produce identifiable operator information issued through a binding legal process.

C. For the purpose of ascertaining the correctness of a return, or for the purpose of determining the amount of tax collected or which should have been collected, the city manager, or his or her duly authorized agent, may hold investigations and hearings concerning any matters covered by this chapter, and may examine any relevant books, papers, records or memoranda of any operator or hosting platform, and may require the attendance of any operator or hosting platform representative, officer or employee. The city council shall have the power to issue subpoenas to compel attendance or to require production of relevant books, papers, records or memoranda.

(Ord. 24-05 § 1; Ord. 94-02 § 1 (part); prior code § 25-132)

3.24.080. Records—Investigation by city.

~~The city may conduct investigations and hearings concerning any matters covered by this chapter, may examine relevant books, papers, records or memoranda of any operator and may require the attendance of the operator, his officers or employees. The city shall have the power to administer oaths to persons testifying, and may issue formal subpoenas to compel attendance or to require production of relevant books, papers, records or memoranda. All subpoenas issued under the terms of this chapter may be served on any person of legal age. The fees paid to witnesses for attendance at the hearings shall be the same as the fees paid to witnesses before the Superior Court, and such fees shall be paid when the witness is excused from further attendance. When a witness is subpoenaed at the insistence of any party to the proceeding, the cost of service of the subpoena and the fee of the witness shall be borne by the party at whose request the witness is summoned. A subpoena shall be served in the same manner as a subpoena issued by a Superior Court. The city or any party to an investigation or hearing before the city may cause the deposition of witnesses residing within or without the state to be taken in a manner prescribed by law for depositions in civil actions in the courts of this state and to that end may compel the attendance of witnesses and production of relevant books, papers, records or memoranda.~~

~~(Ord. 24-05 § 1; Ord. 94-02 § 1 (part); prior code § 25-133)~~

3.24.090. Suits for collection.

Taxes due but not paid or taxes collected but not transmitted may be recovered in an action at law against the guest or the public accommodation operator or hosting platform. Tax returns shall be prima facie proof of taxes collected but not transmitted.

(Ord. 24-05 § 1; Ord. 94-02 § 1 (part); prior code § 25-134)

3.24.100. Prohibited acts.

No person may fail or refuse to pay the tax imposed by this chapter when it is due and payable to an operator authorized to collect the tax.

An operator or hosting platform may not advertise or state to the public or to any guest directly or indirectly that the tax or any part of it will be assumed or absorbed by the operator or hosting platform, or that the tax will not be added to the rental or that it will be refunded. An operator or hosting platform may not absorb or fail to add the tax or any part of it or refund any tax or fail to state the tax separately to the guest.

(Ord. 24-05 § 1; Ord. 94-02 § 1 (part); prior code § 25-135)

3.24.110. Civil penalties for violations.

An operator who rents public accommodations in the city and who thereafter fails to file a tax return as required by this chapter shall incur civil penalty equal to ten percent of the taxes due to the city for each quarter for which a return was not filed as required by this chapter. An operator who, in the course of business, rents public accommodations

upon which a tax is levied hereunder and who fails to collect such a tax shall incur a civil penalty of double the tax which should have been collected. A hosting platform that collects public accommodation taxes on behalf of an operator is subject to the penalties set forth herein. In addition, a violator of this chapter is subject to criminal penalties as set forth in Section 1.08.010.

(Ord. 24-05 § 1; Ord. 94-02 § 1 (part); prior code § 25-136)

3.24.120. Distribution of funds.

~~A. Funds received under this chapter including penalties and interest for each calendar year may be available for use as follows:~~

- ~~1. Up to one hundred percent of the gross funds may be made available for distribution. The cost of administration and collection of the public accommodation tax shall come from the gross funds prior to distribution.~~
- ~~2. Funds available for distribution shall be those public accommodation tax funds received by the city during the prior fiscal year.~~
- ~~3. All public accommodation tax funds, including penalties and interest, received under this chapter will be placed in an utilized for economic development fund purposes and will be distributed at the discretion of the city council.~~
- ~~4. Each applicant for funds shall submit a program description including, but not limited to, the following:
 - ~~a. Program objectives;~~
 - ~~b. Economic development benefit or opportunities;~~
 - ~~c. Annual operating budget; and~~
 - ~~d. Financial statement including revenues, expenditures and reserve account balances.~~~~

~~The submission date will be determined on an annual basis by the city manager.~~

Section 2. This ordinance takes immediate effect upon passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, this _____ day of _____, 2026.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Jake Staser, City Attorney
Brena, Bell, & Walker, P.C.

Adoption:
Yeas:
Noes:
Absent:
Abstaining:



Legislation Text

File #: ORD 26-0005, **Version:** 1

ITEM TITLE:

#26-05 - Amending Chapter 2.52 of the Valdez Municipal Code Titled Planning and Zoning Commission (Amended). Second Reading. Adoption.

SUBMITTED BY: Elise Sorum-Birk, Deputy Clerk/ Jake Staser, City Attorney

FISCAL NOTES:

Expenditure Required: n/a
Unencumbered Balance: n/a
Funding Source: n/a

RECOMMENDATION:

Approve Ordinance 26-05 in second reading.

SUMMARY STATEMENT:

This ordinance adjusts language in code related to the Planning and Zoning Commission's platting authority to allow for proposed changes to Title 16 and administrative approval of some plats.

Additionally, language of this chapter has been updated to remove outdated terminology and conform to other sections of code.

At their May 6, 2026 meeting Council adopted an amendment to correct the omission of term length provision. This ordinance passed first reading on May 26, 2026 and is now in second reading for final adoption.

CITY OF VALDEZ, ALASKA
ORDINANCE NO. 26-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA,
AMENDING CHAPTER 2.52 OF THE VALDEZ MUNICIPAL CODE TITLED
PLANNING AND ZONING COMMISSION

WHEREAS, the Planning and Zoning Commission is established in city charter and Chapter 2.52 of the Valdez Municipal Code; and

WHEREAS, if adopted Ordinance 26-04, repealing and reenacting Title 16 of the Valdez Municipal Code will allow certain plating actions to be approved administratively; and

WHEREAS, this ordinance also provides an opportunity to address outdated language and conform language with other sections of code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the following amendments are made to Title 2 of the Valdez Municipal Code:

Section 1. Chapter 2.52 of the Valdez Municipal Code is hereby amended to read as follows:

Chapter 2.52
PLANNING AND ZONING COMMISSION

Sections:

- 2.52.010 Establishment — Composition — Appointment of members.
~~2.52.020 Terms of office of members — Filling of Vacancies.~~
2.52.030²⁰ Powers and duties.
2.52.040³⁰ Quorum and voting.
2.52.050⁴⁰ Decisions.

2.60.010 Establishment—Composition—Appointment of members.

~~A. There shall be a~~ **The** city planning and zoning commission, ~~which shall consist~~^s of seven members ~~who shall be appointed by the mayor, with the approval of the city council~~ **for staggered three-year terms.** ~~The city council shall serve as ex officio members of the commission.~~

B. Vacancies shall be filled in the same manner as the commissioners are appointed.

C. The commission shall elect its chair from among the appointive members.
(Prior code § 2-14)

~~2.60.020~~ Terms of office of members—Filling of vacancies.

~~The term of office of the appointive members of the planning and zoning commission shall be three years. Any vacancy during the unexpired term of an appointive member shall be filled by the city council for the remainder of the term.~~

~~(Prior code § 2-15; amended by Prop. 1, 10-2-2001)~~

2.52.030~~20~~ Powers and duties.

The planning and zoning commission shall:

- A. Have the authority to prepare and submit to the city council for its approval a master plan for the physical development of the city, including the general location, character and extent of streets, bridges, parks, waterways and other public ways, grounds and spaces, together with the general location of the public buildings and other public property, public utilities, ~~and the extent and location of any public housing or slum clearance projects.~~ The commission shall recommend such modifications of such to this plan from time to time, ~~as it deems~~ deemed to be in the city's interest;
- B. Prepare and recommend to the city council a comprehensive zoning ordinance and map, or propose amendments or revisions thereof, with such provisions as the commission shall deem necessary or desirable for the promotion of health, safety, ~~morals and~~ general welfare of the inhabitants of the city;
- C. ~~Act as the platting board and~~ Exercise platting authority in accordance with title 16 of this code and other functions with respect to land subdivisions, planning and zoning as may be prescribed elsewhere in this code or any other ordinance of the city, not inconsistent with the provisions of the city charter; and
- D. Cause minutes of each meeting to be recorded and ~~forwarded to the city council through the city manager~~ filed with the city clerk.

~~(Prior code § 2-16)~~

2.52.040 Quorum and voting.

A quorum of the planning and zoning commission for the conduct of any meeting or public hearing shall be a majority of the commission. No actions shall be taken by the commission except by concurrence of at least four members.

~~(Prior code § 2-17)~~

2.52.050 Decisions.

Any and all final decisions of the planning and zoning commission may be overruled or reversed by the city council, but only upon a vote of five council members in favor of such overruling or reversal.

~~(Prior code § 2-18)~~

Section 2. This ordinance becomes effective immediately.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, this _____ day of _____, 2026.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Jake Stasser, City Attorney
Brena, Bell, & Clarkson, P.C

First Reading:
Second Reading:
Adoption:
Ayes:
Noes:
Absent:
Abstain:



Legislation Text

File #: RES 26-0031, **Version:** 1

ITEM TITLE:

#26-31 - Urging the Governor of Alaska to Sign Senate Bill 174 Establishing an Alaska Invasive Species Council

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a
Unencumbered Balance: n/a
Funding Source: n/a

RECOMMENDATION:

Approve Resolution 26-31.

SUMMARY STATEMENT:

The Prince William Sound Regional Citizens' Advisory Council requested that City Council adopt a resolution encouraging Governor Dunleavy to sign SB 174, an act that would establish an Alaska Invasive Species Council, into law.

Resolution 26-31 is attached for review.

If passed, this resolution will be sent to the governor.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 26-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, URGING THE GOVERNOR OF ALASKA TO SIGN SENATE BILL 174 ESTABLISHING AN ALASKA INVASIVE SPECIES COUNCIL

WHEREAS, Senate Bill 174 seeks to establish an Alaska Invasive Species Council to serve in an advisory role for invasive species management across agencies and jurisdictional boundaries; and

WHEREAS, the establishment of an Alaska Invasive Species Council will improve statewide efforts to proactively define, prevent, and respond to invasive species by bringing together stakeholders from across varied organizations, user groups, and industries; and

WHEREAS, the Prince William Sound Regional Citizens' Advisory Council, an organization that has spent 25 years working to prevent the introduction of invasive species into the marine environment in the Exxon Valdez oil spill region, supports this legislation and the city applauds their efforts; and

WHEREAS, signing this bill into law will allow for development of a coordinated strategic plan to respond to invasive species threats in Alaska and for our state to prioritize robust biosecurity practices that aim to reduce long-term impacts and future introductions of invasive species; and

WHEREAS, this bill received strong bipartisan support in the 34th Legislature of the State of Alaska, passing the Senate unanimously and receiving 35 yeas in the House; and

WHEREAS, signing and final passage of this legislation by Governor Dunleavy will illustrate this administration's commitment to protecting Alaska's ways of life and natural resources.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that:

The Valdez City Council urges Governor Dunleavy to sign Senate Bill 174 into law and support statewide collaboration in invasive species prevention and management for the benefit of Alaska's environment, economy, and culture.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 2nd day of June, 2026.

CITY OF VALDEZ, ALASKA

ATTEST:

Dennis Fleming, Mayor

Sheri Pierce, City Clerk



Legislation Text

File #: RES 26-0032, **Version:** 1

ITEM TITLE:

#26-32 - Amending the 2026 Budget by Accepting 2020 Copper River and Prince William Sound Salmon Disaster Relief from the Pacific States Marine Fisheries Commission Fishery Disaster Program in the Amount of \$60,411

SUBMITTED BY: Jeremy Talbott, Ports and Harbors Director

FISCAL NOTES:

Expenditure Required: \$60,411.00

Unencumbered Balance: \$60,411.00

Funding Source: Pacific States Marine Fisheries Commission 2020 Prince William Sound Pink Salmon and Coho Salmon Disaster Relief

RECOMMENDATION:

Approve Resolution 26-32.

SUMMARY STATEMENT:

The attached letter from the Pacific States Marine Fisheries Commission outlines details about this award.

Revenues over expenses in the Harbor Fund as well as Shared Fishery Business taxes have been, and are typically, transferred to the Harbor Major Maintenance and Replacement Reserve to boost available funding for maintenance related to harbor operations.



6720 S. MACADAM AVE, SUITE 200, PORTLAND, OREGON 97219
ALASKA FISHERY DISASTER HOTLINE - (888) 517-7562

WWW.PSMFC.ORG | RELIEF.PSMFC.ORG | AKFISHDISASTER@PSMFC.ORG

March 6, 2026

**CITY OF VALDEZ
NATHAN DUVAL, CITY MANAGER
PO BOX 307
VALDEZ, AK 99686**

RE: 2020 Prince William Sound Pink and Coho Salmon Disaster Relief – Community Application

You are receiving this notice and unique ID because your community has been identified as eligible for fishery disaster relief related to the 2020 Prince William Sound Pink and Coho Salmon disaster and are encouraged to apply.

Your community is eligible to receive a one-time payment of \$60,411.00

Eligibility criteria for community funds:

1. Pink and or Coho salmon from Prince William Sound must have been landed in the community in 2020, based on the port of landing reported in ADF&G Fish Ticket data.
2. The estimated gross revenue value for those species landed in 2020 must be less than the five-year average from 2015 to 2019.

Direct payments are being made to municipalities and boroughs based on the port of landing for Pink and Coho salmon deliveries. These local governments rely on revenue from salmon landings and related fishery activity. The state Fishery Business Tax is 3% on shore-based landings and is shared 50/50 between the state and the municipality or borough where the landing occurs.

If landings occur within both a municipality and a borough, the local share is split 50/50 between them. Some municipalities and boroughs also levy a local raw fish tax ranging from 2% to 3.5%, depending on location and species.

~\$463,000 will be distributed **pro rata** based on each eligible community's demonstrated loss relative to the total loss of all eligible communities. If landings occurred in a community represented by both a municipality and a borough, funds will be split 50/50 between them, consistent with the state Fishery Business Tax methodology.

To apply for relief:



1. Scan the QR code or navigate to:

<https://short.psmfc.org/pws-p&c-community>

2. **When prompted, enter the unique 8-digit ID exactly as it appears in red, below.**
 - Any discrepancy or variation will prevent you from proceeding with the application.
 - Important: This unique ID is assigned solely to the community listed on this notice and must not be shared.

Application Notification - Unique ID

What is the 8-digit Unique ID found on the notification you received?

e.g., ABCD-1234. This is **NOT** your community's TIN or EIN.

Failure to enter a valid ID will prevent applicants from progressing through the application.

*

ABCD-1234

**WHXQ-
9555**

3. **Once your application reaches 100% completion and is submitted, a system-generated confirmation email with your reference number will be sent to the email address provided on your application.**
 - **If you do not receive this confirmation with a reference number, your application has not been submitted, and you are not yet eligible for relief funds.**
 - Check your inbox and your spam, junk, or quarantine folders. PSMFC cannot control how email providers route incoming messages.
 - PSMFC does not respond to calls or emails requesting the status of individual applications.
 - You will be contacted only if there is an issue with your application. If you are not contacted, your application has been accepted, and no further action is required.

4. **For the latest disbursement dates and information available, please visit our website:**

relief.psmfc.org

CITY OF VALDEZ
NATHAN DUVAL, CITY MANAGER
PO BOX 307
VALDEZ, AK 99686

CITY OF VALDEZ, ALASKA

RESOLUTION #26-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2026 BUDGET BY ACCEPTING 2020 PRINCE WILLIAM SOUND PINK AND COHO SALMON DISASTER RELIEF FROM THE PACIFIC STATES MARINE FISHERIES COMMISSION FISHERY DISASTER PROGRAM IN THE AMOUNT OF \$60,411

WHEREAS, the Alaska Department of Fish and Game (ADF&G) allocated \$463,000 to communities as part of the 2020 Prince William Sound Pink and Coho salmon disasters; and

WHEREAS, the City of Valdez Harbor relies on the State's Fishery Business tax and other revenues to augment Major Maintenance projects related to Harbor operations; and

WHEREAS, budget amendments must be formally approved via Budget Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2026 Budget is amended as follows:

Section 1: Disaster Assistance Revenue, 350-0000-33412, is increased by \$60,411.

Section 2: Harbor Major Maintenance & Replacement Reserve Expense, 350-3500-49500, is increased by \$60,411.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 2nd day of June, 2026.

City of Valdez, Alaska

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 26-0235, **Version:** 1

ITEM TITLE:

City Manager Written Report

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Attached report outlines events that have occurred since the last Council meeting. A verbal update will be provided in conjunction with report.

Council Priorities

- **Child Care** [Complete an operating, active, licensed childcare facility by Fall 2026]
 - Working with State Fire Marshal to assist Head Start with opening
- **Housing** [Increase housing stock by Fall 2027, utilizing the housing needs survey]
 - Met with CVTC regarding their potential housing project
- **Maintenance** [Annually appropriate funds toward deferred maintenance on critical infrastructure]
- **Modernize Aging Infrastructure** [Annually modernize aging infrastructure, while leveraging natural and transportation assets, to expand: Outdoor Recreation, Tourism, Maritime, Community]
 - Working with Finance & Capital Facilities to update long range plan for projects in advance of Council Strategic Planning

Legislative Interactions

- Attended State Perm Fund Corporation board meeting morning session 5/27
- Following up on invites to 125th

Operations & Initiatives

- Preparations for 125th Birthday are ongoing. Check City website for calendar of events
 - <https://www.valdezak.gov/1056/125th-Birthday-Celebration>
- Citizens Academy applications are rolling in. Seats are limited.
 - <https://www.valdezak.gov/1060/Citizens-Academy>
- Valdez Permanent Fund meeting 5/28/26
- Submitted options to AKDOT for ferry terminal

Personnel

-

Projects

- Monthly project reports begin in June to correspond with the summer season.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 26-0238, **Version:** 1

ITEM TITLE:

June 2026 City Council Calendar

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

Attached is the city council calendar for June 2026.

June 2026

Valdez City Council Calendar

	1	2	3	4	5	6
	7 PM – Ports and Harbors Commission	6 PM – City Council Work Session - PVMC CAC 7 PM – City Council Regular Meeting				
7	6 PM – School Board Work Session 7 PM – School Board Meeting	6:30 PM – Parks & Recreation Commission Regular Meeting	5 PM – Library Board (at Library) 7 PM – Planning & Zoning Commission Theatre Conference Cruise- Council Invited	6:30 PM – City Birthday Party and Town Photo at Kelsey Dock	12:00 PM – Community Time Capsule 7:00 PM – Visiting Guests and Policy Makers Reception	13
14	5 PM – Beautification Commission	6 PM – City Council Work Session - Valdez Lighthouse Project 7 PM – City Council Regular Meeting		9 AM to 5 PM - Council Strategic Planning Session 1 6 PM – Museum Board	9 AM to 5 PM - Council Strategic Planning Session 2 JUNETEENTH HOLIDAY CITY OFFICES CLOSED	20
21			7 PM – Planning & Zoning Commission	6:15 PM – Citizens' Academy Kick-off with Meet and Greet		27
28						

TOURISM TASK FORCE DATES FOR JUNE TBD

Note 1: This calendar is subject to change. Contact the Clerk's Office for the most up-to-date information.

Note 2: Unless otherwise indicated, all meetings occur in Valdez Council Chambers.

Updated 5/28/26