CITY OF AVENAL

"Pistachio Capital of the World®"

REGULAR CITY COUNCIL/SUCCESSOR AGENCY/PFA MEETING

JANUARY 8, 2026; 5:15 P.M.

AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA

Study Session: None

LAST ORDINANCE: 2025-03 **CITY LAST RESOLUTION: 2025-58**

(SA) LAST RESOLUTION: 2025-02 **PFA LAST RESOLUTION: 2024-03**

AGENDA

1. **CALL TO ORDER & PLEDGE OF ALLEGIANCE**:

2. **ROLL CALL**: Councilmembers: Ricardo Verdugo, David Reynosa, Pablo Hernandez, Mayor Pro Tem, M. Leticia Gamez; Mayor, Alvaro Preciado.

   CITY CLERK:

   Government Code Section 54952.3: Members of the City Council/Successor Agency are entitled to receive a total of $450.00 per month due to their serving on the City Council. They receive no other compensation for serving as members of the Successor Agency.

3. **PUBLIC COMMENT/ANNOUNCEMENTS & UNSCHEDULED APPEARANCES**:

   This time is reserved for members of the audience to address the City Council on items of interest that are both on the Agenda or not on the Agenda, and are within the subject matter jurisdiction of the City Council/Successor Agency. State Law prohibits any member of the Council from commenting or acting on matters not on the agenda. The Council asks that you keep your comments concise and respectful. Criticism, concerns, or support are welcome, provided they are expressed with appropriate courtesy. Each speaker will be allowed three minutes. A timer will notify you when your time is expired. Please begin your comments by stating your name and place of residence.

   Special Recognitions: ***Hector de Dios Deniz*** *– Contributions to Senior Nutrition Program*
   Happy Feet Day Care *- Contributions to Santa on Patrol*
   Officer Anthony Guerra *- Contributions to Santa on Patrol*
   Officer Baltazar Morillon *- Best Santa on Patrol Officer Award*

   New Staff Introductions: ***Samuel Montes*** *&* ***José Soto****, PW Landscaper;* ***Samantha Brigham****, Part-Time Kennel Technician;*
   Esmeralda López*, Part-Time Custodian;* ***Anthony Guerra*** *&* ***Mariano Sanchez,*** *Police Officer I*
   Edgar Balderas *&* ***Preston Barerra****, Part-Time Landscapers*

4. **CLOSED SESSION: (City/Successor Agency):**

   A. Personnel (Government Code §54957(b)).
   Consider Public Employee Performance Evaluation for the Position of: *City Manager*

   B. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel – ANTICIPATED LITIGATION (Government Code § 54956.9(d)). Significant exposure to litigation (Government Code § 54956.9(d)(2)). Number of potential cases is: 1.
   Facts and circumstances clearly known to potential plaintiff (if any) that might result in litigation (Government Code § 54956.9(e)(2)):
   a. Case 2, Government Claim received by Sheila Verdugo.

   C. INITIATE LITIGATION (Government Code § 54956.9(d)(4)).
   Conference with legal counsel - ANTICIPATED LITIGATION (Government Code § 54956.9(d)(4)).
   Initiation of Litigation (Paragraph (4) of subdivision (d) of Gov. Code § 54956.9)).
   Number of potential cases is: __1__.

5. **CONSENT CALENDAR:**

   All items listed under the consent calendar are routine or for approval only and are enacted by one motion: (Action).

   A. Consider City of Avenal/Successor Agency's Approval of Minutes for November 13, 2025, Regular Meeting, & December 1, Special Meeting.
   B. Ratify Prior Approval of Consider Purchase and Upfit a 2026 Ford Police Interceptor Utility under the Byrne State Crisis Intervention Program (SCIP) Grant (Discussion/Action).
   C. Consider Approving the Recognized Obligation Payment Schedule 26-27 for July 2026 through June 2027.
   D. Adopt a Resolution Authorizing the City to Accept CalHome Program Funds for First-Time Homebuyer Assistance.

6. **MAYOR & COUNCIL MEMBER/ SUCCESSOR AGENCY/ ITEMS FOR CONSIDERATION:**

   A. Special Presentation by Kings County Election Department, Registrar of Voters: Lupe Villa. (Discussion/Action).
   B. Investments 101 Presentation and Consider Possible Approval for Agreement for Investment Advisory Services with Optimized Investment Partners, LLC (Discussion/Action).

7. ACTIVITY REPORTS/SPECIAL PRESENTATIONS & COMMITTEE REPORTS:

A. Activity Reports:
   1. Police Department Activity Report: Cecilio Velasco, Chief of Police.
   2. Public Works/Code Enforcement/Animal Control Departments Activity Report: Scott Davis, Public Works Director.
      a. City Engineer's Activity Report: Javier Andrade –A&M Consulting Engineers
   3. IT Department Activity Report: Humberto Bermudez, IT Director.
   4. Community Development Activity Report: Joshua McDonnell, Contract City Planner, 4Creeks.
   5. Economic Development & Grant Writing Report: Emily Engelsgaard, Grants Manager, the CrisCom Company.
   6. Avenal Fire Department Development Update & Quarterly Fire Report: Ruben Veliz, Fire Consultant.

8. PUBLIC HEARING(s):

Joint Hearing of the City of Avenal Successor Agency RDA Trust Obligations Fund/Public Finance Authority:

A. Consider the Close Out Report on the 2021-CDBG Homebuyer & Owner-Occupied Rehabilitation (21-CDBG-000010 and 21-CDBG-HA-00011)
   a. Staff Report
   b. Public Hearing
   c. Approval of Resolution (Discussion/Action)

9. OLD BUSINESS:

A. None.

10. NEW BUSINESS:

A. Consider Re-Ratification of Prior Actions Related to Establishing the Avenal Municipal Fire Department (Discussion/Action).
B. Funding Agreement with State Water Board & City Manager Authorization for Water Treatment Plant PLC Replacement (Discussion/Action).
C. Consider Approval of City Manager Employment Agreement, Amendment #2.

11. CORRESPONDENCE/ANNOUNCEMENTS/CLOSING COMMENTS:

Any Council member may request an item be placed on a future agenda, provided that a simple majority also support adding said item. Discussion or action on any item not on the current agenda is strictly prohibited. Closing comments are intended for Council members to report attendance of any special events and pertinent information back to the public.

- Upcoming/Future Agenda Items to Consider.
- Correspondence/Announcements/Information/Closing Comments.

12. ADJOURNMENT:

1) In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office (559) 386-5766. Avenal Theater & Event Center, 233 East Kings Street Avenal, CA 93204. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.02.35.1044 AA Title II].
2) Materials related to an item on this Agenda submitted to the [Council/ Authority] after distribution of the agenda packet are available for public inspection in the [City Clerks] office at 919 Skyline Blvd., Avenal, CA 93204 during normal business hours.

I certify this Agenda of the City of Avenal City Council workshop is to be posted at the following locations: 1) City Council Chambers, Avenal Theater 233 E. Kings St.; 2) City Hall, 919 Skyline Blvd.; 3) Aftermath Gym, 600 Skyline Blvd.; and 4) T&T Market, 801 Skyline Blvd. Avenal CA 93204 on, January 8, 2026.

/s/ Maria Ortiz
Maria Ortiz, City Clerk

CIUDAD DE AVENAL
"Capital Mundial del Pistacho®"
REUNIÓN REGULAR DEL AYUNTAMIENTO/AGENCIA SUCESORA/PFA 8 DE ENERO DE 2026; 17:15
AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA

Sesión de estudio : Ninguna

ÚLTIMA ORDENANZA: 2025-03 **ÚLTIMA RESOLUCIÓN DE LA CIUDAD: 2025-58**
(SA) ÚLTIMA RESOLUCIÓN: 2025-02 **ÚLTIMA RESOLUCIÓN DE PFA: 2024-03**

AGENDA

1. **LLAMADA AL ORDEN Y COMPROMISO DE LEIDAD**:

2. **LISTA**: Concejales: Ricardo Verdugo, David Reynosa, Pablo Hernández, Alcalde Interino, M. Leticia Gamez; Alcalde, Álvaro Preciado.

SECRETARIO MUNICIPAL:
Código de Gobierno Sección 54952.3: Los miembros del Ayuntamiento/Agencia Sucesora tienen derecho a recibir un total de 450,00 dólares al mes debido a su servicio en el Ayuntamiento. No reciben ninguna otra compensación por servir como miembros de la Agencia Sucesora.

3. **COMENTARIOS PÚBLICOS/ANUNCIOS Y APARICIONES NO PROGRAMADAS**:
Este tiempo está reservado para que los miembros del público se dirijan al Ayuntamiento sobre asuntos de interés que estén o no en la agenda y que estén dentro de la jurisdicción del Ayuntamiento/Agencia Sucesora. La ley estatal prohíbe que cualquier miembro del Consejo comente o actúe sobre asuntos que no estén en el orden del día. El Consejo pide que mantengas tus comentarios concisos y respetuosos. Se aceptan críticas, preocupaciones o apoyo, siempre que se expresen con la cortesía adecuada. Cada ponente tendrá tres minutos. Un temporizador te notificará cuando tu tiempo haya expirado. Por favor, comiencen sus comentarios indicando su nombre y lugar de residencia.

Reconocimientos especiales: ***Héctor de Dios Deniz –*** *Contribuciones al Programa de Nutrición para Mayores*
Guardería Happy Feet *- Contribuciones a Papá Noel en Patrulla*
Oficial Anthony Guerra *- Contribuciones a Papá Noel en Patrulla*
Oficial Baltazar Morillon *- Premio al Mejor Papá Noel en Patrulla*

Nuevas incorporaciones al personal: ***Samuel Montes*** *&* ***José Soto****, PW Paisajista;* ***Samantha Brigham****, Técnico de Crianza a tiempo parcial;* ***Esmeralda López****, conserje a tiempo parcial;* ***Anthony Guerra*** *&* ***Mariano Sánchez,*** *Agente de policía I*
Edgar Balderas *&* ***Preston Barerra****, Paisajista Temporal*

4. **SESIÓN CERRADA: (Ciudad/Agencia Sucesora):**
   - **A. Personal (Código de Gobierno §54957(b)).**
     Considere la evaluación del desempeño de empleados públicos para el puesto de: *Gerente Municipal*
   - **B. LITIGIO PENDIENTE** (Código de Gobierno § 54956.9). La intención de este órgano de gobierno es reunirse en sesión cerrada respecto a: Conferencia con asesores legales – LITIGIO ANTICIPADO (Código de Gobierno § 54956.9(d)). Exposición significativa a litigios (Código de Gobierno §54956.9(d)(2)). El número de casos potenciales es: 1. Hechos y circunstancias claramente conocidos por el posible demandante (si los hay) que podrían dar lugar a litigios (Código de Gobierno § 54956.9(e)(2)):
     a. Caso 2, reclamación gubernamental recibida por Sheila Verdugo.
   - **C. INICIAR** LITIGIOS (Código de Gobierno § 54956.9(d)(4)).
     Conferencia con asesores legales - LITIGIO ANTICIPADO (Código de Gobierno § 54956.9(d)(4)).
     Inicio de litigio (párrafo (4) de la subdivisión (d) del Código del Gobierno § 54956.9).
     El número de casos potenciales es: __1__.

5. **CALENDARIO DE CONSENTIMIENTO:**
Todos los ítems listados en el calendario de consentimiento son rutinarios o solo para aprobación y se promulgan mediante una sola moción: (Acción).
   - A. Considere la aprobación de actas por parte de la Ciudad de Avenal/Agencia Sucesora para la reunión ordinaria del 13 de noviembre de 2025 y la reunión extraordinaria del 1 de diciembre.
   - B. Ratificar la aprobación previa de considerar la compra y modernizar un Ford Police Interceptor Utility 2026 bajo la subvención del Programa de Intervención en Crisis del Estado de Byrne (SCIP) (Discusión/Acción).
   - C. Considera aprobar el Calendario de Pagos de Obligaciones Reconocidas 26-27 para julio de 2026 a junio de 2027.
   - D. Adoptar una resolución que autorice a la ciudad a aceptar fondos del Programa CalHome para la asistencia a compradores de vivienda por primera vez.

6. **ALCALDE Y CONCEJAL/ AGENCIA SUCESORA/ PUNTOS A CONSIDERAR:**
   - A. Presentación especial del Departamento Electoral del Condado de Kings, Registradora de Votantes: Lupe Villa. (Discusión/Acción).

B. Presentación de Inversiones 101 y Consideración de la posible aprobación para un acuerdo de servicios de asesoramiento en inversiones con Optimized Investment Partners, LLC (discusión/acción).

7. INFORMES DE ACTIVIDADES/PRESENTACIONES ESPECIALES E INFORMES DE COMITÉS:

A. Informes de actividad:
1. Informe de actividad del Departamento de Policía: Cecilio Velasco, Jefe de Policía.
2. Informe de actividad de Obras Públicas/Cumplimiento del Código/Control de Animales: Scott Davis,
Director de Obras Públicas.
    a. Informe de actividad de City Engineers: Javier Andrade –A&M Consulting Engineers
3. Informe de actividad del Departamento de TI: Humberto Bermudez, Director de TI.
4. Informe de actividad de desarrollo comunitario: Joshua McDonnell, planificador urbano contratado, 4Creeks.
5. Informe de Desarrollo Económico y Redacción de Subvenciones: Emily Engelsgaard, Gestora de Subvenciones, la empresa CrisCom.
6. Actualización de desarrollo del Departamento de Bomberos de Avenal e informe trimestral sobre incendios: Ruben Veliz, consultor de incendios.

8. AUDIENCIA(ES) PÚBLICA(s):

Audiencia conjunta del Fondo de Obligaciones Fiduciarias de la RDA/Autoridad de Finanzas Públicas de la Agencia Sucesora de la Ciudad de Avenal:

A. Considere el informe de cierre sobre la rehabilitación de compradores y ocupaciones ocupadas por propietarios 2021-CDBG (21-CDBG-000010 y 21-CDBG-HA-00011)
    a. Informe del personal
    b. Audiencia pública
    c. Aprobación de la resolución (discusión/acción)

9. ASUNTOS ANTIGUOS:

A. Ninguna.

10. NUEVOS NEGOCIOS:

A. Considerar la reratificación de acciones previas relacionadas con la creación del Departamento de Bomberos Municipales de Avenal (discusión/acción).
B. Acuerdo de financiación con la Junta Estatal de Agua y el Administrador Municipal Autorización para la Sustitución de PLC de la Planta de Tratamiento de Agua (Discusión/Acción).
C. Considere la aprobación del Acuerdo de Empleo del Gerente Municipal, Enmienda #2.

11. CORRESPONDENCIA/ANUNCIOS/COMENTARIOS FINALES:

Cualquier miembro del Consejo puede solicitar que un punto se incluya en una agenda futura, siempre que una mayoría simple también apoye la inclusión de dicho punto. Está estrictamente prohibida la discusión o acción sobre cualquier punto que no esté en la agenda actual. Los comentarios finales están destinados a que los miembros del Consejo informen al público sobre la asistencia a cualquier evento especial y la información pertinente.

- Asuntos próximos o futuros a tener en cuenta.
- Correspondencia/Anuncios/Información/Comentarios finales.

12. LEVANTAMIENTO:

1) En cumplimiento con la Ley de Estadounidenses con Discapacidad, si necesita asistencia especial para participar en esta reunión, por favor contacte con la Oficina del Secretario Municipal (559) 386-5766. Avenal Theater & Event Center, 233 East Kings Street Avenal, CA 93204. La notificación 48 horas antes de la reunión permitirá a la ciudad tomar medidas razonables para garantizar la accesibilidad a esta reunión [28 CFR 35.02.35.1044 AA Título II].
2) Los materiales relacionados con un punto de esta agenda enviados al [Consejo/Autoridad] tras la distribución del paquete de la agenda están disponibles para su inspección pública en la oficina de [Secretarios Municipales] en 919 Skyline Blvd., Avenal, CA 93204 durante el horario laboral normal.

Certifico que esta agenda del taller del Ayuntamiento de la Ciudad de Avenal se publicará en los siguientes lugares: 1) Sala del Ayuntamiento, Teatro Avenal 233 E. Kings St.; 2) Ayuntamiento, 919 Skyline Blvd.; 3) Gimnasio Aftermath, 600 Skyline Blvd.; y 4) T&T Market, 801 Skyline Blvd. Avenal CA 93204, el 8 de enero de 2026.

/s/ Maria Ortiz
Maria Ortiz, secretaria municipal



Van Lant & Fankhanel, LLP
Certified Public Accountants

January 7, 2026

Ms. Griselda Price, Director of Administrative Services
City of Avenal
919 Skyline Blvd.
Avenal, CA 93204

MEMO RE: Status of 2023 City Audit

At your request, I'm providing an update on the status of the City of Avenal's 2023 audit. To date, it appears that we have received all requested audit documentation and we are currently performing audit procedures and reviewing. We will have follow-up requests and questions that we are currently working on and forming.

Our goal at this point is to be able to issue the final audit reports by mid-February.

Respectfully submitted,



Brett Van Lant, CPA
Partner
Van Lant & Fankhanel, LLP

Van Lant & Fankhanel, LLP
29970 Technology Drive, Suite 105 A
Murrieta, CA 92563
909.856.6879

Van Lant & Fankhanel, LLP
Certified Public Accountants

January 7, 2026

City Council
City of Avenal
Avenal, CA

We are engaged to audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Avenal for the year ended June 30, 2023. Professional standards require that we provide you with the following information related to our audit. We would also welcome the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process, if necessary.

Our Responsibilities under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards* and the Uniform Guidance.

As stated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the City's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about the City's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the City's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the City's compliance with those requirements.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the RSI which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

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Murrieta, CA 92563
909.856.6879

We have been engaged to report on the supplementary information, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the other information, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

Also, our audit standards require that we inquire with Council Members regarding the risk of fraud and compliance with laws, regulations, etc. Please provide us with information you may have regarding the following, by emailing Brett Van Lant, Partner, at bvanlant@vlfcpa.com

Your views about the risks of fraud.

- Whether you have knowledge of any actual, suspected, or alleged fraud affecting the City.
- Whether you have knowledge of any possible or actual noncompliance or abuses of broad programs and controls occurring during the period being audited or the subsequent period.
- Whether you have an active role in oversight of management's processes for identifying and responding to fraud risks and of the controls established to mitigate those risks, and if so, how you exercise such oversight activities.
- Whether the City is in compliance with laws, regulations, contracts, and grant agreements.

We began our audit in November 2025 and plan to issue our final reports in February of 2026. This information is intended solely for the use of the City Council and management of the City of Avenal and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



NOTICE AND ORDER OF ADJOURNMENT OF REGULAR MEETING OF THE CITY OF AVENAL

NOTICE IS HEREBY GIVEN that due to a lack of quorum, the City of Avenal's regular City Council meeting and all public hearings, if any, which were to be held at **5:15 P.M. on December 11, 2025,** in the Council Chambers, **233 East Kings Street, Avenal**, California were adjourned to reconvene at **5:15 P.M. on January 8, 2026**, in the City Council Chambers located at 233 East Kings Street, Avenal, California. Said general meeting shall be for the purpose of conducting general business and conducting all public hearings that were initially scheduled to occur at the adjourned meeting.

Dated this 11th day of December, 2025.

By: Maria Ortiz
☒ Maria A. Ortiz, City Clerk (only signs if all Councilmembers absent);
or
☐ Commissioner: _____
(print s name)

State of California)
County of Kings)
Avenal, California)

AFFIDAVIT OF POSTING NOTICE AND ORDER OF ADJOURNMENT

I, Maria A. Ortiz, declare as follows:

I am the City Clerk of the City of Avenal. The meeting of the City Council of the City of Avenal was called or scheduled for December 11, 2025 at 5:15 P.M. and I was present. The public official whose signature appears above authorized adjournment of said meeting to January 8, 2026 at the hour of 5:15 P.M. at 233 East Kings Street, Avenal, California. A copy of said notice and order was posted at a conspicuous place near the door of the room at which said meeting was held, within twenty-four (24) hours after said adjournment.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 11, 2025 at Avenal, California.

By: Maria Ortiz
Maria A. Ortiz, City Clerk

CITY OF AVENAL
"Pistachio Capital of the World®"
REGULAR CITY COUNCIL/SUCCESSOR AGENCY MEETING
November 13, 2025, 5:15 P.M.
AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA
VIA ZOOM VIDEO/WEB CONFERENCING:
Web Link: bit.ly/AvenalCouncil or use https://us02web.zoom.us/j/87243440488 Or by calling **+1 669 900 6833** and use meeting ID **872 4344 0488** to join.

MINUTES

CALL TO ORDER & PLEDGE OF ALLEGIANCE: by Mayor Preciado at 5:25 P.M.

ROLL CALL: Councilman Ricardo Verdugo, David Reynosa, Pablo Hernandez, Mayor Pro Tem Gamez, Mayor Alvaro Preciado.

ABSENT: None.

STAFF: López, Curiel, Ortiz, Lara, Velasco.

LEGAL COUNSEL: Moses Diaz.

CITY CLERK:
Government Code Section 54952.3: The members of the City Council/Successor Agency are entitled to receive a total of $450.00 per month because of being elected to the City Council. They receive no other compensation for sitting as a member of Successor Agency.

City Manager López respectfully requested that the City Council add the following Emergency Items: an additional Closed Session item under Item D (Case 3), an additional Closed Session Item E, and a new Item C under New Business.

Council Member/Successor Agency Member Preciado motioned to approve the addition of Emergency Items 4.D-c, 4.E, and 10.C. The motion was seconded by Council Member/Successor Agency Member Reynosa, and the motion carried.

ROLL CALL VOTE:
AYES: Preciado, Reynosa, Hernandez, Gamez, Verdugo
NOES: None
ABSENT: None
ABSTAIN: None

PUBLIC COMMENT/ANNOUNCEMENTS & UNSCHEDULED APPEARANCES:
This time is reserved for members of the audience to address the City Council on items of interest that are both on the Agenda or not on the Agenda, and are within the subject matter jurisdiction of the City Council/Successor Agency. State Law prohibits any member of the Council from commenting or acting on matters not on the agenda. The Council asks that you keep your comments concise and respectful. Criticism, concerns, or support are welcome, provided they are expressed with appropriate courtesy. Each speaker will be allowed three minutes. A timer will notify you when your time is expired. Please begin your comments by stating your name and place of residence.

Special Recognition to: Hector de Dios Deniz
New Staff Introductions: ***Samuel Montes*** *&* ***José Soto****, PW Landscaper;* ***Samantha Brigham****, Part-Time Kennel Technician;* ***Esmeralda López****, Part-Time Custodian;* ***Emma Silva,*** *PARCS Youth Programing Coordinator.*

Special Recognition for Hector de Dios Deniz was moved to the next Council meeting. Introduction of new staff was also continued to the next Council meeting. Anna Lara introduced the new PARCS Youth Programming Coordinator, Emma Silva.

Public Comment was opened by Mayor Preciado at 5:32 p.m.

Dalilah Barajas, Avenal Resident**,** stated that recall signatures have been submitted to Kings County and thanked those who assisted with the efforts. She stated she will keep the community updated and reminded residents of the reasons that initiated the recall, which she described as poor decisions by the City Council. She further added that if a second round of signatures is required, she will be prepared.

Ginger Wallis, Avenal Resident, addressed City Manager Antony López regarding the recall. She expressed concern about the job requirements for the Fire Chief and Assistant Fire Chief positions, stating that certifications and experience should be required rather than listed as "highly desirable." She further stated that, in her view, the current job descriptions appear tailored to match the qualifications of the City's fire consultant and another individual from the state prison.

Frank Lopez, Avenal Resident, provided information on upcoming Avenal Rotary Club food distributions and updated dates. He congratulated those involved in the recall effort, noting that the community has learned a lot. He stated that the recall will not stop progress on establishing the local Avenal Fire Department and added that developing leadership will take time.

The City Council Zoom meeting experienced an interruption at approximately 5:39 p.m. and resumed at 5:43 p.m.

Mayor Preciado stated that the Zoom bombing incident was very disrespectful and that the City will be seeking to press charges against those responsible.

Gloria Preciado, Avenal Resident**,** stated she does not support the recall efforts and expressed her appreciation for the hard work of the Council members. She added that building the Avenal Fire Department will create good opportunities for students.

Veronica Aguirre, Avenal Resident (via Zoom)**,** reported an incident with a family member at the entrance/exit of EZ Trip and stated she submitted tickets to Caltrans but has not received a response. She described the area as chaotic and a traffic safety hazard. She also shared that CARB will hold a public meeting on November 20th at 9:00 a.m. and that a bus is being organized to take community members to Sacramento. The meeting will also be accessible online.

City Manager Antony López reminded the public that anyone participating via Zoom must display their first and last name or they will be removed from the meeting.

Public Comment was closed by Mayor Preciado at 5:53 p.m.

CONSENT CALENDAR:

All items listed under the consent calendar are routine or for approval only and are enacted by one motion: (Action).

A. Consider City of Avenal/Successor Agency's Approval of Minutes for October 23, 2025, Regular Meeting.

B. Waive Second Reading of Avenal Police Department Military Equipment Use Policy, Ordinance 2025-04, Amendment of the 2022 Ordinance, and Acceptance of Retroactive Annual Reports (AB 481 Compliance).

C. Consider Approving Amendment to Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority.

Council Member/Successor Agency Reynosa motioned to approve Item A &B in Consent Calendar and move Item C to New Business, seconded by Councilman/Successor Agency Member Gamez, and motion carried.

ROLL CALL VOTE:
AYES: Reynosa, Gamez, Preciado, Hernandez, Verdugo.
NOES: None.
ABSENT: None.

ABSTAIN: None.

MAYOR & COUNCIL MEMBER/ SUCCESSOR AGENCY/ ITEMS FOR CONSIDERATION:

A. None.

ACTIVITY REPORTS/SPECIAL PRESENTATIONS & COMMITTEE REPORTS:

A. Activity Reports:

1. Public Works/Code Enforcement/Animal Control Departments Activity Report: Scott Davis, Public Works Director.

Scott Davis presented the report as submitted.

Councilmember Reynosa inquired about Police Department vehicle maintenance. Scott stated that two vehicles are currently ready for APD to have upfitted. Mayor Preciado requested an update regarding the spill near Highway 33 and 7th Avenue. Scott reported that the cleanup was successful and that the contaminated soil may be tested. Mayor Preciado also asked where recent graffiti vandalism had occurred. Scott responded that incidents have decreased but primarily occur in alleyways. Mayor Preciado inquired about a fenced area and whether it is City or District property. Scott clarified that it is District property and that graffiti on that site is the District's responsibility. Mayor Preciado further inquired about a reported illegal occupancy. Scott stated he would need to revisit the matter to provide additional details.

a. City Engineer's Activity Report: Javier Andrade –A&M Consulting Engineers

Javier Andrade presented the report as submitted. Mayor Preciado noted that the City will continue efforts toward preventative street rehabilitation throughout the community. He also provided an update regarding the new Community Center, noting that the project plans have changed.

2. IT Department Activity Report: Humberto Bermudez, IT Director.

City Manager Antony López presented the report on behalf of IT Director Humberto Bermudez.

Councilmember Verdugo suggested allowing flyers displayed on the LED sign to remain visible for a longer duration. Mayor Preciado inquired whether the clock tower would be completed by December. López responded that several projects will be completed prior to finalizing the clock tower.

3. PARCS Department Activity Report: Anna Lara, PARCS Director, Anna Lara.

City Manager Antony López introduced Anna Lara as the Director of PARCS and explained the development of the department as part of the City's effort to expand community services.

Anna Lara presented the report as submitted. City Manager López also added information regarding the upcoming 5K Turkey Trot scheduled for November 26.

PUBLIC HEARING(s):

Joint Hearing of the City of Avenal Successor Agency RDA Trust Obligations Fund/Public Finance Authority:

A. None

OLD BUSINESS:

A. None.

NEW BUSINESS:

A. Consider Adoption of Job Descriptions for Fire Chief and Assistant Fire Chief Positions (Discussion/Action).

City Manager Antony López presented the report as submitted.

Councilmember Verdugo stated that he has not yet seen an action plan for building a local fire department and expressed that he does not believe it is advisable to adopt the proposed job descriptions at this time. Mayor Preciado stated that the City Council is working toward creating a self-sufficient city and should continue efforts to establish a local fire department. He added that while individuals may have differing opinions, he believes the department is a positive step forward. City Manager López stated that the fire department model has been shared with the community through town halls and that leadership is now needed to implement that vision. He noted that a plan was provided at the previous Council meeting and that the scope of work assigned to Fire Consultant Ruben Veliz focuses on planning and developing the framework for the department. Fire Consultant Ruben Veliz reported that he has been gathering information and familiarizing himself with the community, and that he will prepare an action plan in response to Councilmember Verdugo's request. He acknowledged that establishing the department will be challenging but expressed confidence that it is achievable. He stated that securing a physical space for the department is a current priority and suggested that the west wing of the Ken Brown Safety Center could potentially be remodeled for this purpose. He added that additional staffing support for the project would be beneficial and expressed interest in having local high school students design the Avenal Fire Department logo. Councilmember Hernandez stated that the Council should continue moving forward to make the fire department a reality. Mayor Preciado added that the proposed salaries for the Fire Chief and Assistant Fire Chief positions are on the lower end of the scale and will result in cost savings.

Councilmember Verdugo motioned to pull the item; the motion died for lack of a second.

Council Member/Successor Agency Member Gamez motioned to approve Resolution 2025-54, seconded by Council Member/Successor Agency Member Preciado, and the motion carried.

ROLL CALL VOTE:
AYES: Gamez, Preciado, Reynosa, Hernandez
NOES: Verdugo.
ABSENT: None.
ABSTAIN: None.

B. Consider Adoption of Job Description for Public Works Landscape/Park Maintainer Leader Position (Discussion/Action).

City Manager Antony López presented report as submitted. Mayor Preciado stated Public Works has many responsibilities and these staff changes will improve efficiency.

Council Member/Successor Agency Reynosa motioned to approve Resolution 2025-55, seconded by Councilman/Successor Agency Member Hernandez, and motion carried.

ROLL CALL VOTE:
AYES: Reynosa, Hernandez, Gamez, Verdugo, Preciado.
NOES: None.
ABSENT: None.
ABSTAIN: None.

C. **Emergency Item: Consider Approval to Purchase and Upfit a 2026 Ford Police Interceptor Utility under the Byrne State Crisis Intervention Program (SCIP) Grant (Discussion/Action).**

Chief Velasco presented the report as submitted. He added that this item required timely approval and, given that there will not be another Council meeting until December, it needed to be brought forward at today's meeting.
Council Member/Successor Agency Member Reynosa motioned to approve Resolution 2025-56, seconded by Councilman/Successor Agency Member Gamez, and motion carried.

ROLL CALL VOTE:
AYES: Reynosa, Gamez, Hernandez, Verdugo, Preciado.
NOES: None.
ABSENT: None.
ABSTAIN: None.

D. Consider Approving Amendment to Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority.

Legal Counsel, Moses Diaz, gave a brief explanation of the purpose of a Joint Powers Agreement with Central San Joaquin Valley Risk Management Authority and stated this is just to have the agreement up to date.

Council Member/Successor Agency Member Verdugo motioned to approve Resolution 2025-57, seconded by Councilman/Successor Agency Member Reynosa, and motion carried.

ROLL CALL VOTE:
AYES: Verdugo, Reynosa, Hernandez, Gamez, Preciado.
NOES: None.
ABSENT: None.
ABSTAIN: None.

CORRESPONDENCE/ANNOUNCEMENTS/CLOSING COMMENTS:

Any Council member may request an item be placed on a future agenda, provided that a simple majority also support adding said item. Discussion or action on any item not on the current agenda is strictly prohibited. Closing comments are intended for Council members to report attendance of any special events and pertinent information back to the public.

- Upcoming/Future Agenda Items to Consider.
- Correspondence/Announcements/Information/Closing Comments.

City Clerks provided congratulations to the new employees joining the City. Councilmember Reynosa congratulated Anna, the new PARCS Director, and commended Chief Velasco for his work on grant applications. He apologized for the Zoom bombing incident and stated that the City will work to address the issue. Councilmember Verdugo also congratulated staff and encouraged the community to visit the 5 Pillars of Freedom in Corcoran. He reported attending a parade in Lemoore and shared that the local football team will be playing in six playoff games on Saturday. Councilmember Hernandez noted that it is the month of thanks and wished the community a happy and safe Thanksgiving. Mayor Pro Tem Gamez shared her thoughts on the recall efforts, stating that she felt some of the approaches taken have been negative and that individuals were harassed to sign recall forms. Mayor Preciado congratulated staff on their ongoing projects and provided updates on community beautification efforts. He also reported on recent meetings regarding water agency boards. Additionally, he shared information about available City services, including three free landfill trips and a no-cost green waste disposal area. Mayor Preciado invited the community to support the local track team on Thursday, the 20th, in Woodlake. He also spoke on progress related to compensation for sitting City Council members and encouraged greater community involvement in City matters.

CLOSED SESSION: (City/Successor Agency):

A. **Personnel (Government Code §54957(b)).**
Consider Public Employee Performance Evaluation for the Position of: *City Manager*

C. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel – EXISTING LITIGATION (Government Code § 54956.9(d)(1)). Parties, case/claim no. Mendez v. City of Avenal, Kings County Superior Court Case No. 24CU0108

D. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel – EXISTING LITIGATION (Government Code § 54956.9(d)(1)). Parties, case/claim no. Ross Family Properties v. City of Avenal, Kings County Superior Court Case No. 204CU0071

E. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel – ANTICIPATED LITIGATION (Government Code § 54956.9(d)). Significant exposure to litigation (Government Code § 54956.9(d)(2)). Number of potential cases is: ~~2~~ 3 (one additional potential case).

Facts and circumstances clearly known to potential plaintiff (if any) that might result in litigation (Government Code § 54956.9(e)(2)):

A. Case 1, Settlement of Claim from The Kaplan Group, Inc.; and
B. Case 2, Government Claim received by Sheila Verdugo; and
C. Case 3, Cease and Desist Letter received by Kings County District Attorney.

F. **INITIATE LITIGATION** (Government Code § 54956.9(d)(4)).
Conference with legal counsel - ANTICIPATED LITIGATION (Government Code § 54956.9(d)(4)).

Initiation of Litigation (Paragraph (4) of subdivision (d) of Gov. Code § 54956.9)).
Number of potential cases is: __1__.

Council Member/Successor Agency Verdugo motioned to move Closed Session to the end of the meeting, seconded by Councilman/Successor Agency Member Reynosa, and motion carried.

ROLL CALL VOTE:
AYES: Verdugo, Reynosa, Hernandez, Gamez, Preciado.
NOES: None.
ABSENT: None.
ABSTAIN: None.

Mayor Preciado added that moving closed session to the end of the meeting would also be a conflict but they will be having a study session soon to discuss the best options.

10-minute recess at 5:58 P.M. by Mayor Preciado. City Council meeting resumed at 6:08P.M.

City Council went into a recess at 9:16 P.M. City Council went into Closed Session at 9:35 P.M.

For Item 4 C., Council Member/Successor Agency Reynosa motioned to authorize to retain outside counsel, seconded by Councilman/Successor Agency Member Gamez, and motion carried.

ROLL CALL VOTE:
AYES: Reynosa, Gamez, Hernandez, Verdugo, Preciado.
NOES: None.
ABSENT: None.
ABSTAIN: None.

For Item 4 A., Council Member/Successor Agency Gamez motioned to approve payment on the Kaplan group claim and details will be public once finalized, seconded by Councilman/Successor Agency Member Preciado, and motion carried.

ROLL CALL VOTE:
AYES: Gamez, Preciado, Reynosa, Hernandez, Verdugo.
NOES: None.
ABSENT: None.
ABSTAIN: None.

City Council came out of closed session at 1:18 P.M.

For Item 4 D. b., City Council voted 4-0: To Return or reject the claim.

ROLL CALL VOTE:
AYES: Gamez, Preciado, Reynosa, Hernandez.
NOES: None.
ABSENT: None.
ABSTAIN: Verdugo.

ADJOURNMENT:

City Council meeting was adjourned 1:18 A.M.

/s/ Karla Curiel
Karla Curiel, Deputy City Clerk

CITY OF AVENAL
"Pistachio Capital of the World®"
SPECIAL CITY COUNCIL MEETING
December 01, 2025, 4:00 P.M.
AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA

MINUTES

CALL TO ORDER & PLEDGE OF ALLEGIANCE: by Mayor Preciado at 4:13 P.M.

ROLL CALL: Councilman David Reynosa, Pablo Hernandez, Mayor Pro Tem Gamez, Mayor Alvaro Preciado.
Councilmember Reynosa arrived at 4:15 P.M.

ABSENT: Verdugo.

STAFF: López (via Zoom), Curiel, Ortiz, Bermudez.

LEGAL COUNSEL: Moses Diaz (via Zoom).

CITY CLERK:
Government Code Section 54952.3: The members of the City Council/Successor Agency are entitled to receive a total of $450.00 per month because of being elected to the City Council. They receive no other compensation for sitting as a member of Successor Agency.

PUBLIC COMMENT/ANNOUNCEMENTS & UNSCHEDULED APPEARANCES:
This time is reserved for members of the audience to address the City Council on items of interest that are both on the Agenda or not on the Agenda, and are within the subject matter jurisdiction of the City Council/Successor Agency. State Law prohibits any member of the Council from commenting or acting on matters not on the agenda. The Council asks that you keep your comments concise and respectful. Criticism, concerns, or support are welcome, provided they are expressed with appropriate courtesy. Each speaker will be allowed three minutes. A timer will notify you when your time is expired. Please begin your comments by stating your name and place of residence.

Public Comment was opened at 4:16 P.M. by Mayor Preciado.

No Public Comments given.

NEW BUSINESS:
A. Ratification of 2025 Labor Agreements: APOA Temporary MOU and MOU for Bargaining Units 1, 2, 3, & 5 (Discussion/Action).

City Manager López gave a brief summary on bargaining unit negotiations**.**

Council Member/Successor Agency Gamez motioned to approve Ratification of 2025 Labor Agreements. The motion was seconded by Council Member/Successor Agency Member Reynosa, and the motion carried.

ROLL CALL VOTE:
AYES: Gamez, Reynosa, Hernandez, Preciado.
NOES: None
ABSENT: Verdugo.
ABSTAIN: None

City Council went into Closed Session at 4:20 P.M.

CLOSED SESSION: (City/Successor Agency):

It is the intent of this governing body to meet in closed session to review its position and to instruct its designated representatives: Any person may directly address the Council/Agency at this time on items of interest regarding Closed Session.

A. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel – ANTICIPATED LITIGATION (Government Code § 54956.9(d)). Initiation of litigation (Government Code § 54956.9(d)(4)). Number of potential cases is: Two.

B. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel – ANTICIPATED LITIGATION (Government Code § 54956.9(d)). Significant exposure to litigation (Government Code § 54956.9(d)(2)). Number of potential cases is: One.

Facts and circumstances clearly known to potential plaintiff (if any) that might result in litigation (Government Code § 54956.9(e)(2)): Threat letter from Kings County District Attorney Sarah Hacker demands that City of Avenal cease and desist from establishing its own municipal fire department, and alleges non-compliance with Brown Act.

C. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel – EXISTING LITIGATION (Government Code § 54956.9(d)(1)). Parties, case/claim no.: Ross Family Properties LLC v. City of Avenal (Kings County Superior Court Case No. 24CU0071)

City Council came out of Closed Session at 6:06 P.M. and reported the following from Closed Session:

For the first part of Item 5A, Council Member/Successor Agency Gamez motioned to authorize litigation, the details of which will be released once the actions are filed. The motion was seconded by Council Member/Successor Agency Member Preciado, and the motion carried.

ROLL CALL VOTE:
AYES: Gamez, Reynosa, Hernandez, Preciado.
NOES: None
ABSENT: Verdugo.
ABSTAIN: None

For the second part of Item 5A, Council Member/Successor Agency Gamez motioned to authorize litigation, the details of which will be released once the actions are filed. The motion was seconded by Council Member/Successor Agency Member Hernandez, and the motion carried.

ROLL CALL VOTE:
AYES: Gamez, Hernandez, Reynosa, Preciado.
NOES: None
ABSENT: Verdugo.
ABSTAIN: None

For Item 5B, Council Member/Successor Agency Reynosa motioned to authorize a legal defense of the City, the details of which will be released once the actions are filed. The motion was seconded by Council Member/Successor Agency Member Gamez, and the motion carried.

ROLL CALL VOTE:
AYES: Reynosa, Gamez, Hernandez, Preciado.
NOES: None
ABSENT: Verdugo.
ABSTAIN: None

City Council in Open Session:

Council Member/Successor Agency Gamez motioned to authorize City Clerk to sign and send a response letter to Kings County Defense Attorney. The motion was seconded by Council Member/Successor Agency Member Hernandez, and the motion carried.

ROLL CALL VOTE:
AYES: Gamez, Hernandez, Reynosa, Preciado.
NOES: None
ABSENT: Verdugo.
ABSTAIN: None

Copies of the letter are available to the public through City Clerk's office.

ADJOURNMENT:

City Council meeting was adjourned at 6:10 P.M.

/s/ Karla Curiel
Karla Curiel, Deputy City Clerk

NOTICE AND ORDER OF ADJOURNMENT OF REGULAR MEETING OF THE CITY OF AVENAL

NOTICE IS HEREBY GIVEN that due to a lack of quorum, the City of Avenal's regular City Council meeting and all public hearings, if any, which were to be held at **5:15 P.M. on December 11, 2025,** in the Council Chambers, **233 East Kings Street, Avenal**, California were adjourned to reconvene at **5:15 P.M. on January 8, 2026**, in the City Council Chambers located at 233 East Kings Street, Avenal, California. Said general meeting shall be for the purpose of conducting general business and conducting all public hearings that were initially scheduled to occur at the adjourned meeting.

Dated this 11th day of December, 2025.

By: Maria Ortiz
☒ Maria A. Ortiz, City Clerk (only signs if all Councilmembers absent);
or
☐ Commissioner: _____
(print s name)

State of California)
County of Kings)
Avenal, California)

AFFIDAVIT OF POSTING NOTICE AND ORDER OF ADJOURNMENT

I, Maria A. Ortiz, declare as follows:

I am the City Clerk of the City of Avenal. The meeting of the City Council of the City of Avenal was called or scheduled for December 11, 2025 at 5:15 P.M. and I was present. The public official whose signature appears above authorized adjournment of said meeting to January 8, 2026 at the hour of 5:15 P.M. at 233 East Kings Street, Avenal, California. A copy of said notice and order was posted at a conspicuous place near the door of the room at which said meeting was held, within twenty-four (24) hours after said adjournment.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 11, 2025 at Avenal, California.

By: Maria Ortiz
Maria A. Ortiz, City Clerk

AGENDA ITEM NO. 10 – C

EMERGENCY ITEM

City of Avenal

919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766

TO: **The Honorable Mayor and City Council**

FROM: **Antony V. López, City Manager, by**
Cecilio Velasco, Chief of Police

DATE: **November 13, 2025**

RE: **Consider Approval to Purchase and Upfit a 2026 Ford Police Interceptor Utility under the Byrne State Crisis Intervention Program (SCIP) Grant**

INFORMATION:

The Avenal Police Department received approval from the Board of State and Community Corrections (BSCC) Grant Administrator, authorizing the City of Avenal to proceed with the purchase and upfitting of one (1) 2026 Ford Police Interceptor Utility (Non-EcoBoost) under the Byrne State Crisis Intervention Program (SCIP) Grant #1302-24.

The vehicle will be purchased through Phil Long Ford of Denver in the amount of $49,291.20, utilizing TIPS Cooperative Contract #240901, ensuring full compliance with federal and state procurement requirements.

The $55,000 Byrne SCIP allocation will be used toward the vehicle purchase and upfitting. The vehicle will serve as a community engagement and education unit, supporting Byrne SCIP goals including firearm-safety distribution, mental-health education, and crisis-intervention outreach. In addition to outreach duties, the vehicle will also serve in a patrol capacity and continue to be used operationally by the department beyond the grant period.

The department received a quote from Airwave Communications for the complete upfitting of the new 2026 Ford Interceptor. The pricing reflects current market rates for 2026-model equipment installation. Costs for 2026 models may be slightly higher than the 2025 vehicle previously outfitted due to updated equipment packages, model-year changes, and current supply-chain pricing. The quote includes the full emergency-lighting system, siren, console, partitions, electrical integration, cargo equipment, and related installation.

Additional project-related equipment, including the mobile data terminal (MDT), docking station, and radio, will be funded by the City of Avenal as an in-kind contribution. Pricing for these items may vary slightly from preliminary estimates depending on vendor availability and model-year specifications. This in-kind portion was already incorporated into the Avenal Police Department FY 2025/2026 Budget in anticipation of BSCC only funding $55,000 for the vehicle purchase and upfitting. Staff requests broad latitude to finalize these purchases to ensure timely deployment of the vehicle, as long as all equipment remains within standard market ranges and consistent with operational needs.

For transparency, the Avenal Police Department has attached reference materials from recent vehicle builds showing comparable equipment, labor, and installation costs. These examples demonstrate consistency in pricing over the past build cycle and help substantiate expected ranges for the current upfit.

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766

This vehicle will be used extensively at community events, firearm-safety workshops, mental-health presentations, and major outreach initiatives. It will significantly enhance the department's visibility and its ability to transport staff, materials, and equipment for Byrne SCIP-funded programs.

Because there are no additional City Council meetings scheduled in November, staff respectfully requests that the Council approve this purchase and upfitting at this meeting, with formal ratification on the consent calendar at the next regular City Council meeting. Timely approval will allow the vehicle to be outfitted and placed into service by the end of the calendar year.

RECOMMENDATION:

Staff recommends that the City Council:

1. **Approve the purchase of one (1) 2026 Ford Police Interceptor Utility from Phil Long Ford of Denver in the amount of $49,291.20 under TIPS Contract #240901;**
2. **Approve the vehicle upfitting by Airwave Communications in accordance with the quote provided, with costs reflecting current 2026 model-year pricing;**
3. **Authorize the City Manager, or designee, to approve the final purchase of the radio, MDT, and dock, with full latitude to select vendors and finalize pricing within standard market ranges;**
4. **Approve the use of $55,000 in Byrne SCIP Grant funds toward the vehicle purchase and upfitting, with all remaining costs provided by the Avenal Police Department FY 25/26 Budget as in-kind contribution; and**
5. **Authorize the City Manager, or designee, to execute all necessary documents to complete the purchase, upfitting, and grant compliance, with ratification to follow on the consent calendar at the next regular Council meeting.**
6. **As an Emergency Item for the November 13, 2025 Council meeting, direct Staff to re-introduce the item for ratification at the next regularly scheduled Council meeting, December 11, 2025.**

FISCAL IMPACT:

The vehicle purchase and a portion of the upfitting will be funded by the Byrne SCIP Grant. All remaining costs, including MDT, dock, radio, and other necessary equipment, will be provided as an in-kind contribution through the Avenal Police Department FY 2025/2026 Budget.

ATTACHMENTS:

1. BSCC Grant Administrator Approval Email – Ian Silva (November 12, 2025)
2. Phil Long Ford Quote #103025-1 (October 30, 2025)
3. Airwave Communications Quote – 2026 PIU (November 13, 2025)
4. Avenal PD Police Explorer Build Sheet
5. Cook's Communications Radio Estimate
6. Dell Technologies MDT Estimate
7. Havis Docking Station Estimate

EMERGENCY ITEM

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766

TO: **The Honorable Mayor and City Council**

FROM: **Antony V. López, City Manager, by**
Cecilio Velasco, Chief of Police

DATE: **November 13, 2025**

RE: **Consider Approval to Purchase and Upfit a 2026 Ford Police Interceptor Utility under the Byrne State Crisis Intervention Program (SCIP) Grant**

INFORMATION:

The Avenal Police Department received approval from the Board of State and Community Corrections (BSCC) Grant Administrator, authorizing the City of Avenal to proceed with the purchase and upfitting of one (1) 2026 Ford Police Interceptor Utility (Non-EcoBoost) under the Byrne State Crisis Intervention Program (SCIP) Grant #1302-24.

The vehicle will be purchased through Phil Long Ford of Denver in the amount of $49,291.20, utilizing TIPS Cooperative Contract #240901, ensuring full compliance with federal and state procurement requirements.

The $55,000 Byrne SCIP allocation will be used toward the vehicle purchase and upfitting. The vehicle will serve as a community engagement and education unit, supporting Byrne SCIP goals including firearm-safety distribution, mental-health education, and crisis-intervention outreach. In addition to outreach duties, the vehicle will also serve in a patrol capacity and continue to be used operationally by the department beyond the grant period.

The department received a quote from Airwave Communications for the complete upfitting of the new 2026 Ford Interceptor. The pricing reflects current market rates for 2026-model equipment installation. Costs for 2026 models may be slightly higher than the 2025 vehicle previously outfitted due to updated equipment packages, model-year changes, and current supply-chain pricing. The quote includes the full emergency-lighting system, siren, console, partitions, electrical integration, cargo equipment, and related installation.

Additional project-related equipment, including the mobile data terminal (MDT), docking station, and radio, will be funded by the City of Avenal as an in-kind contribution. Pricing for these items may vary slightly from preliminary estimates depending on vendor availability and model-year specifications. This in-kind portion was already incorporated into the Avenal Police Department FY 2025/2026 Budget in anticipation of BSCC only funding $55,000 for the vehicle purchase and upfitting. Staff requests broad latitude to finalize these purchases to ensure timely deployment of the vehicle, as long as all equipment remains within standard market ranges and consistent with operational needs.

For transparency, the Avenal Police Department has attached reference materials from recent vehicle builds showing comparable equipment, labor, and installation costs. These examples demonstrate consistency in pricing over the past build cycle and help substantiate expected ranges for the current upfit.

City of Avenal
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This vehicle will be used extensively at community events, firearm-safety workshops, mental-health presentations, and major outreach initiatives. It will significantly enhance the department's visibility and its ability to transport staff, materials, and equipment for Byrne SCIP-funded programs.

Because there are no additional City Council meetings scheduled in November, staff respectfully requests that the Council approve this purchase and upfitting at this meeting, with formal ratification on the consent calendar at the next regular City Council meeting. Timely approval will allow the vehicle to be outfitted and placed into service by the end of the calendar year.

RECOMMENDATION:

Staff recommends that the City Council:

1. **Approve the purchase of one (1) 2026 Ford Police Interceptor Utility from Phil Long Ford of Denver in the amount of $49,291.20 under TIPS Contract #240901;**
2. **Approve the vehicle upfitting by Airwave Communications in accordance with the quote provided, with costs reflecting current 2026 model-year pricing;**
3. **Authorize the City Manager, or designee, to approve the final purchase of the radio, MDT, and dock, with full latitude to select vendors and finalize pricing within standard market ranges;**
4. **Approve the use of $55,000 in Byrne SCIP Grant funds toward the vehicle purchase and upfitting, with all remaining costs provided by the Avenal Police Department FY 25/26 Budget as in-kind contribution; and**
5. **Authorize the City Manager, or designee, to execute all necessary documents to complete the purchase, upfitting, and grant compliance, with ratification to follow on the consent calendar at the next regular Council meeting.**
6. **As an Emergency Item for the November 13, 2025 Council meeting, direct Staff to re-introduce the item for ratification at the next regularly scheduled Council meeting, December 11, 2025.**

FISCAL IMPACT:

The vehicle purchase and a portion of the upfitting will be funded by the Byrne SCIP Grant. All remaining costs, including MDT, dock, radio, and other necessary equipment, will be provided as an in-kind contribution through the Avenal Police Department FY 2025/2026 Budget.

ATTACHMENTS:

1. BSCC Grant Administrator Approval Email – Ian Silva (November 12, 2025)
2. Phil Long Ford Quote #103025-1 (October 30, 2025)
3. Airwave Communications Quote – 2026 PIU (November 13, 2025)
4. Avenal PD Police Explorer Build Sheet
5. Cook's Communications Radio Estimate
6. Dell Technologies MDT Estimate
7. Havis Docking Station Estimate

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:
Approval of the Purchase and Upfitting of a 2026 Ford Police Interceptor Utility under the Byrne State Crisis Intervention Program (SCIP) Grant

RESOLUTION 2025- 56

WHEREAS, the City of Avenal recognizes the need to maintain reliable, properly equipped police vehicles to ensure community safety, outreach capacity, and operational readiness; and

WHEREAS, the Avenal Police Department received approval from the Board of State and Community Corrections (BSCC) Grant Administrator, authorizing the City to proceed with the purchase and upfitting of one (1) 2026 Ford Police Interceptor Utility (Non-EcoBoost) under the Byrne State Crisis Intervention Program (SCIP) Grant #1302-24; and

WHEREAS, the vehicle will be purchased from Phil Long Ford of Denver in the amount of $49,291.20, under TIPS Cooperative Contract #240901, ensuring compliance with applicable procurement requirements; and

WHEREAS, the $55,000 Byrne SCIP grant allocation will be used toward the vehicle purchase and upfitting to support Byrne SCIP goals including firearm-safety education, mental-health awareness, and crisis-intervention outreach; and

WHEREAS, the vehicle will also be utilized in a patrol capacity and will continue to serve as a long-term operational asset for the department beyond the grant period; and

WHEREAS, the department has received a quote from Airwave Communications reflecting current 2026 model-year upfitting costs for emergency lighting, console installation, electrical integration, partitions, and related public safety equipment; and

WHEREAS, additional project-related equipment, including the mobile data terminal (MDT), docking station, and radio, will be funded by the City of Avenal as an in-kind contribution through the Avenal Police Department FY 2025/2026 Budget, and staff seeks full latitude to finalize vendor selection and pricing within standard market ranges; and

WHEREAS, because there are no additional scheduled City Council meetings in November, staff requests approval of this purchase and related actions at this meeting, with formal ratification to follow on the consent calendar at the next regular City Council meeting.

UPON MOTION OF COUNCIL MEMBER **REYNOSA**, SECONDED BY COUNCIL MEMBER **HERNANDEZ**, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON November 13, 2025, BY THE FOLLOWING VOTE:

AYES: **REYNOSA, HERNANDEZ, VERDUGO, GAMEZ, PRECIADO.**

NOES: **NONE.**

ABSTAIN: **NONE.**

ABSENT: **NONE.**

ALVARO PRECIADO, Mayor
CITY OF AVENAL

ATTEST:
MARIA A. ORTIZ,
City Clerk
CITY OF AVENAL

* * * * * * * * * * * * * * * * * *

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF AVENAL:

1. Approves the purchase of one (1) 2026 Ford Police Interceptor Utility from Phil Long Ford of Denver in the amount of $49,291.20 under TIPS Cooperative Contract #240901;

2. Approves the vehicle upfitting by Airwave Communications in accordance with the quote provided, with costs reflecting current 2026 model-year pricing;

3. Authorizes the City Manager, or designee, to approve the purchase of the radio, mobile data terminal (MDT), and docking station, with full flexibility to select vendors and finalize pricing within standard public-safety market ranges;

4. Approves the use of $55,000 in Byrne SCIP Grant funds toward the vehicle purchase and upfitting, with all remaining costs provided by the Avenal Police Department FY 2025/2026 Budget as an in-kind contribution;

5. **As an Emergency Item for the November 13, 2025 Council meeting, direct Staff to re-introduce the item for ratification at the next regularly scheduled Council meeting, December 11, 2025.**

6. Authorizes the City Manager, City Clerk, City Attorney, and all necessary City staff to execute all documents and take all actions necessary to complete the purchase, upfitting, and grant compliance consistent with this Resolution.

* * * * * * * * * * * * * * * * * *

Outlook

RE: Submission of Fixed Asset and Participant Incentive Justifications – City of Avenal Police Department (Byrne SCIP Grant #1302-24)

From Silva, Ian@BSCC <Ian.Silva@bscc.ca.gov>
Date Wed 11/12/2025 2:05 PM
To Cecilio Velasco <cecilio.velasco@avenalpd.gov>; BSCC ByrneSCIP <ByrneSCIP@bscc.ca.gov>; Tringali, Lisa@BSCC <Lisa.Tringali@bscc.ca.gov>; Norred, Chad@BSCC <Chad.Norred@bscc.ca.gov>

2 attachments (418 KB)
REQUEST TO PROCEED PURCHASE OF VEHICLE.docx; PROVIDER JUSTIFICATION FORM.pdf;

Hello Chief Velasco,

I am approving you Fixed Asset Purchase Request and your Provider Justification Form for your Byrne SCIP project. Please keep the letters and this email approval as part of your grant record.

Please let me know if you have any questions.

Thank you,

Ian Silva
Field Representative – Corrections Planning and Grant Programs Division
BOARD OF STATE AND COMMUNITY CORRECTIONS
2590 Venture Oaks Way, Suite 200, Sacramento, CA 95833
http://www.bscc.ca.gov
Cell Phone 916-597-4625
Email ian.silva@bscc.ca.gov

From: Cecilio Velasco <cecilio.velasco@avenalpd.gov>
Sent: Wednesday, November 5, 2025 5:43 PM
To: BSCC ByrneSCIP <ByrneSCIP@bscc.ca.gov>; Silva, Ian@BSCC <Ian.Silva@bscc.ca.gov>; Tringali, Lisa@BSCC <Lisa.Tringali@bscc.ca.gov>; Norred, Chad@BSCC <Chad.Norred@bscc.ca.gov>
Subject: Submission of Fixed Asset and Participant Incentive Justifications – City of Avenal Police Department (Byrne SCIP Grant #1302-24)

This message contains a Word document attachment. Word documents have been known to contain viruses so please make sure you trust the sender before opening any attachments. If you have any questions, please contact the BSCC helpdesk at helpdesk@bscc.ca.gov.

Good evening,

Please find attached the City of Avenal Police Department's request package for review and approval under the **Byrne State Crisis Intervention Program (SCIP) Grant #1302-24**.

The submission includes justification and documentation for two project-related purchases:

1. **Fixed Asset Purchase – 2026 Ford Police Interceptor Utility (Non-EcoBoost)**
   Request to proceed with purchase and outfitting as a marked community engagement and outreach vehicle, including the Phil Long Ford quote and build sheet.
   I have also included an Airwave quote from a recent upfitting project, which does not include the radio or computer, but have attached those separate quotes as well—only to serve as a reference for the total cost of a complete upfit.

2. **Participant Incentive / Program Supplies – 900 Firearm Safety Locks**
   Justification to proceed with purchase under the Secure Firearm Education and Awareness Program (SFEAP), including the Provider Justification Form and vendor invoice from Regal Products, LLC.

Please note that I am still working on obtaining gun safe quotes that meet federal procurement and U.S. vendor requirements. I have encountered some challenges locating a U.S.-based supplier offering reasonable pricing and verified domestic shipping. I will submit those materials for review once suitable quotes are secured.

At this point, our department has all materials, educational presentations, and staffing in place to officially launch the project's community outreach and education components.

All other documents necessary for BSCC review have been included. Please let me know if any additional information or forms are needed for processing.

Thank you for your continued support and guidance.

Respectfully,

Cecilio Velasco

Chief of Police

Avenal Police Department

317 E. Alpine Street

Avenal, CA 93204

Cell: 559 639-7056

Office: 559 386-4444

Fax: 559 386-4447

CONFIDENTIALITY NOTICE: Unless otherwise indicated or obvious from the nature of the transmittal, the information contained in this e-mail message and all attachments is confidential information intended for the use of the sender's intended recipients, if the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this communication or its attachments is strictly prohibited. Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

PHIL LONG
PhilLong.com Since 1945

QUOTE NUMBER	103025-1
QUOTE DATE	October 30, 2025
Agency PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Herman Sanchez
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

QUOTE TO: Avenal Police Department
ATTN: Commander Edward Rij

PRICE AGREEMENT: T.I.P.S. (The Interlocal Purchasing System) #240901

2026 Ford Police Explorer Interceptor Non Eco-Boost Exterior: Agate Black

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Ford Utility Interceptor, Mid Size, four Door, AWD Police Pursuit Rated *(Incl. Dark Car Feature, Driver Side/ Passennger Side Spotlight, Backup Camera, Police Engine Idle, Global Unlock, Reverse Sensing, Keyless Entry, 1284X Keyed Alike, Rear Door Handle/Locks Inopr, Hiden Plunge w/rear Handle Inopr)*	51,345.00	$51,345.00
1	**Available Contract Discount 4%**	(2,053.80)	($2,053.80)
1	**Transport To:** Airwave Communications 4425 E. Brundage LN Bakersfield, CA 93307 ***** Vehicle on Order *****	N/C	N/C

Additional Information:

Proposal valid for 30 Days

	49,291.20
	$49,291.20
	Total
	AMOUNT

DIRECT ALL INQUIRIES TO:
Herman Sanchez
(505) 250-9388
email: hsanchez@phillong.com

Phil Long Ford of Denver
7887 W. Tufts Ave.
Denver, CO 80123

THANK YOU FOR YOUR BUSINESS!

Preview Order R697 - K8A - Police Inter Utility AWD : Order Summary Time of Preview: 10/30/2025 15:12:46 Receipt: 8/26/2025

Dealership Name : Phil Long Ford of Denver, LLC **Sales Code :** F56002

Dealer Rep.	Herman Sanchez	**Type**	Fleet	**Vehicle Line**	Explorer	**Order Code**	R697
Customer Name	NM	**Priority Code**	K3	**Model Year**	2026	**Price Level**	615

DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	$48550
.119 INCH WHEELBASE	$0
TOTAL BASE VEHICLE	$48550
AGATE BLACK METALLIC	$0
CLOTH BUCKETS/VINYL REAR SEATS	$0
ONYX INTERIOR	$0
EQUIPMENT GROUP 500A	$0
.FM STEREO	$0
3.3L TI-VCT V6 ENGINE	$0
10-SPEED AUTO TRANSMISSION	$0
HID PLUNG W/R HNDL INOPERABLE	$160
CA NEW MTR VEHICLE BOARD FEES	$0
FORD FLEET SPECIAL ADJUSTMENT	$0

DESCRIPTION	MSRP
GLOBAL LOCK/UNLOCK	$0
50 STATE EMISSIONS	$0
DRIVER AND PASS LED SPOT LAMP	$790
KEYED ALIKE -KEY CODE B	$50
NOISE SUPPRESSION BOND STRAPS	$100
REAR DR HNDL AND LOCKS INOPR	$0
FRONT LICENSE PLATE BRACKET	$0
SPECIAL DEALER ACCOUNT ADJUSTM	$0
SPECIAL FLEET ACCOUNT CREDIT	$0
FUEL CHARGE	$0
NET INVOICE FLEET OPTION (B4A)	$0
PRICED DORA	$0
ADVERTISING ASSESSMENT	$0
DESTINATION & DELIVERY	$1695

	MSRP
TOTAL BASE AND OPTIONS	$51345
DISCOUNTS	NA
TOTAL	$51345

SHIP TO : **F88WB5**

4425 E. Brundage Land , Bakersfield, CA, 93307-2462

This is not an invoice.

Estimate

160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818 Email: sales@cookscom.com

Customer No.: AVENALPD
Quote No.: 17536

Quote To: **City of Avenal Police Dept**
317 Alpine
Avenal, CA 93204-0000

Phone:
Email:

Ship To: **City of Avenal Police Dept**
317 Alpine
Avenal, CA 93204

Phone:
Email:

Date	Ship Via	F.O.B.	Terms
10/15/25	Customer Pick-Up	Origin	Net 30

Purchase Order Number	Sales Person	Expiration Date
	David Burchfield	11/14/25

Quantity Required	Item Number	Description	Unit Price	Amount
		KENWOOD NX-5800s		
1	NX-5800BK	Kenwood 50 watt, 1024CH 450-520MHz, RF Deck 3 Year Warranty	669.00	669.00
1	KWD-5100CV	Kenwood P25 Conventional License Key	545.00	545.00
1	5AFM	Kenwood NX-5000 Series Single Deck, Single Control Head Remote Mount	878.00	878.00
1	LABHRPROG	Programming Fee includes set-up	25.00	25.00

Subtotal	2117.00
Sales tax @ 8.35000%	174.68
Total	2291.68

We appreciate your continued patronage

Thank You

AIRWAVE COMMUNICATIONS

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MORENO VALLEY, CA 92553
(951) 656-5699

4425 E. BRUNDAGE LN, STE 300
BAKERSFIELD, CA 93307
(661) 414-5452

414 SOUTH J STREET
IMPERIAL, CA. 92251
(760) 355-2804

2727 SUPPLY AVE
COMMERCE, CA 90040
(323) 725-0998

75-430 GERALD FORD DRIVE, STE 203
PALM DESERT, CA 92211
(760) 834-8967

Quote

Estimate Date: Nov-13-2025

Estimate Number: 2010457889

Total Amount: **$24,233.35**

Payment Terms:

Sales Representative Daniel Gutierrez

Expiration Date Dec-13-2025

bill to:

Avenal Police Dept
Edward Rij
317 E Alpine St
Avenal, CA 93204

Ship To:	Summary:	
Avenal Police Dept	**Estimate Date:**	11/13/2025
Edward Rij	**Estimate Number:**	2010457889
317 E Alpine St	**Estimate Amount:**	**$24,233.35**
Avenal, CA 93204	**Payment Terms:**	

Description *Details*	Item Price	Quantity	Total Price
Misc installation Materials *Misc installation consumables*	$175.00	1	$175.00
MMSU-1 *MAGNETIC MIC, Clip*	$48.75	3	$146.25
FS-FHL-TAIL *Flasher, Taillight, Low Stand-by Current Draw, Multiple Flash Patterns*	$98.71	1	$98.71
ES100C *PROMO PRICING: FEDERAL SIGNAL 100 WATT SIREN SPEAKER*	$277.59	2	$555.18
DFC-PB-FPIU25 *Push bumper, Ford® Police Interceptor® Utility, 2025-2026*	$535.00	1	$535.00
MPS63U-RBW *MICRO PULSE ULTRA TRI COLOR RED/BLUE/WHITE LED LIGHTS - FRONT WINDSHIELD / BACK WINDOW*	$146.25	6	$877.50
MPS63U-RBA *TRI COLOR, 18 LED, RED/BLUE/AMBER - REAR WINDSHIELD*	$146.25	6	$877.50
MPSM6U-WIN *BEZEL & sHROUD KIT, MPSM6U - ADHESIVE MOUNTS*	$47.73	2	$95.45
Misc Item *MPS-M6-FPIU20RS2: Rear Spoiler Bracket*	$141.11	1	$141.11
Misc Item *911-CH.1.20: Wire Harness*	$706.84	1	$706.84

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Description *Details*	Item Price	Quantity	Total Price
MPSW9-RBW *Tri-Color, Clear Lens (Red/White/Blue)*	$147.50	2	$295.00
RBKIT-COMPACT *Pair of Rumbler Compact low frequency speakers and vehicle Rumbler bracket kit*	$465.00	1	$465.00
VALRJ51-PF3AL *51" Valor, Red/Blue/White warning lights, all 3 color, low hook mount, ambient light sensor, includes choice of HKB, Convergence netowrk compatible, FSJoin*	$2,933.75	1	$2,933.75
DFC-TC2L *Two light top channel for Ford Police Interceptor Utility push bumper, use with MPS6U lights*	$32.50	1	$32.50
DFC-WC-FPIU20 *Wire covers for use with Ford Police Interceptor Utility push bumper, 2020-2024*	$41.25	1	$41.25
DFC-SB-ES100C *(1) Speaker bracket, for mounting (1) ES100C speaker*	$28.75	2	$57.50
PF400S17B *Siren/Light Controller with 17 button controller, 400 W*	$1,793.75	1	$1,793.75
FP-BLNK1 *PROMO PRICING: TROY FACE PLATE BLANK 1"*	$0.00	1	$0.00
FP-BLNK2 *PROMO PRICING: TROY FACE PLATE BLANK 2"*	$0.00	1	$0.00

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Avenal, CA 93204	**Payment Terms:**	

Description *Details*	Item Price	Quantity	Total Price
CM-SDMT-SL-LED *CONSOLE SIDE HEIGHT ADJUSTABLE COMPUTER MOUNT W/ SLIDE ARM FOR DOCKING STATION*	$397.58	1	$397.58
WG-UV20-POLY-SET *Window Guards* *2020+ PI Utility driver and passenger side polycarbonate window guards.*	$239.63	1	$239.63
CP-UV20-CARGO *Cargo Products* *2020+ PI Utility tilt-up cargo mount w/gas shocks.*	$641.25	1	$641.25
AC-20-UV-TRAY *Cargo Products* *2020+ PI Utility electronics tray bolts to CP-UV20-CARGO.*	$215.33	1	$215.33
CC-25UV-V10 *2025 Ford UV Vertical Console:* *2025 PI Utility 10" vertical console with built in dual cupholders and open storage*	$390.15	1	$390.15
FP-PLATINUM *PROMO PRICING:* *4" face plate for 17 button siren controller*	$0.00	1	$0.00
FP-MAPX6500-07-R *PROMO PRICING:* *3" face plate for Motorola APX remote radio head*	$0.00	1	$0.00

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Description *Details*	Item Price	Quantity	Total Price
KT-GM-SGRF-SC6-1 *Dual weapon mount w/ SC6 lock, SC1 shotgun lock with No 2 key and brackets*	$473.18	1	$473.18
KIT-TP-SL6U-BB-SS *2020-24 PI Utility Partition Kit*	$870.08	1	$870.08
AC-20-UV-HATCH *2020-24 PI Utility rear hatch window screen, square hole punched*	$116.78	1	$116.78
PS-20-UVFX-OS-R *Rear Partition / Plastic Seat Combo w/ Fire Ext. Comp* *2020+ Ford PIU plastic seat with OS belts, rear partition (square-hole), with fire compartment .*	$1,557.90	1	$1,557.90
CP-GB403212-LIP *40" W x 32" L x 12" H with two draw latch locking handles, 1.5" trim punched with bungee -cord holdes and carpet top*	$1,322.33	1	$1,322.33

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Estimate Amount: **$24,233.35**
Payment Terms:

Description *Details*	Item Price	Quantity	Total Price
Installation:Vehicle Installation *UP-Fit for Vehicle Installation (Lighting)* *-Bumper light to be installed under mirror light. -Perimeter light* *-rear hatch light* *-Spoiler Light* *-Light Bar* *-Siren with speaker and rumbler* *(Metal - QTY 1)* *-To include vertical console w/ dual cupholders, open storage pocket, gun holster cut out, L* *-shape arm rest with face plates, computer mounts for docking station, dual weapon mount, partition kit, window guards, rear hatch window screen, plastic seat, cargo mount, electronic tray, and latch locking handles* *(Radio)* *-Customer to supply radio, control head, power cable, and antenna* *(Scanner)* *-To install power and antenna* *(Docking Station)* *-Customer to provide all parts for docking station* *(Radar)*	$5,565.00	1	$5,565.00
EXPMOD32 *PATHFINDER 32-CHANNEL*	$343.75	1	$343.75
OBDCABLE16-7 *OBD CABLE FOR* *2025 FORD POLICE INTERCEPTOR® UTILITY*	$138.75	1	$138.75
Misc Item *911-CH.1.20 Wire Harness Mounting Bracket*	$50.00	1	$50.00

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Description *Details*	Item Price	Quantity	Total Price
Misc Item *Wire/Cable for Vehicle Installations*	$240.00	1	$240.00
Shipping 1002 *Shipping & Handling*	$375.00	1	$375.00
AC-ARMREST-V10 *Console Arm Rest: 5" X 8" arm rest with foam pad and L -bracket, designed to securely attach to the rear of the console. Specifically amde to work with V10 consoles*	$75.17	1	$75.17

Subtotal: $22,839.17

Sales Tax: $1,394.18

Total: **$24,233.35**

Disclaimer:
This quote is for the named party only and not for distribution. It is a standard quote provided without prior coverage testing. Airwave Communications reserves the right to charge for time and effort in gathering this information if intended for RFP/RFQ or similar purposes. We are not responsible for equipment failures due to testing, programming, or rebooting from age, wear, tear, or factors beyond our control. Additional charges apply for delays causing "stand-by-time" during the job. Monitoring provides a snapshot of frequency noise at the time of testing and does not guarantee against interference. Additional parts and work outside the Schedule of Work will be billed at time and material rates. The seller reserves the right to make design improvements to the goods without notice. Airwave reserves the right to correct any errors in prices or quantities for products or services. Prevailing Wage is assumed not required. Delays in radio unit availability on programming day may result in extra charges.

Payment Terms:
One hundred percent (100%) of the balance is due as per the agreed net terms from the invoice date. For sales over ten thousand dollars ($10,000), thirty percent (30%) is due upon PO issuance, another thirty percent (30%) upon receipt of equipment or parts at our facility, and the remaining balance upon delivery or pickup. These terms may be modified in writing. Invoices not paid within the agreed net terms will incur a charge of 0.833% of the balance per month (equivalent to ten percent (10%) per annum), as permitted by California law. A seven (7) day grace period applies before late fees accrue. Customers will be notified of late fees within ten (10) business days of their addition. Payments will first apply to outstanding late fees, then to the principal balance. Disputes over late fees must be submitted in writing within thirty (30) days. These terms are subject to change with thirty (30) days notice. Invoices unpaid for over ninety (90) days may be referred to a collection agency, and customers will be responsible for additional collection fees. These terms are governed by California law. A three-and-a-half percent (3.5%) service fee applies to credit card transactions.

Customer to Provide:
FCC frequency(s) and channel setting(s), 110 A/C power at the agreed equipment location, site access, shaded area, Wi-Fi access (if needed), clear radio placement instructions (dash/console/desktop/rack, etc.), conduit between rooms or roof, and a lift (if required). For outfitting, vehicle drop-off and pickup must be as scheduled. All personal belongings, weapons, gear, etc., must be removed before delivery. We are not responsible for items left in vehicles. Stand-by time, waiting for POC, vehicles, or delays will be charged at time and materials rates.

Return:
A Return Authorization (RA) number must be requested and issued before returning any products to Airwave Communication. Most products may be returned within thirty (30) days of shipment without a restocking fee if in original packaging and condition for resale. After thirty (30) days, a twenty percent (20%) restocking fee will apply, with a net account credit but no refund unless agreed upon in writing in advance. Credits or refunds for returns will not include prior shipping or service charges. Special or custom orders are non-refundable. Some parts may be substituted.

Cancellation:
Buyer may cancel an order only with the seller's written consent, and the seller is entitled to reasonable cancellation charges, including but not limited to labor, material, and overhead expenses. The seller reserves the right to deduct cancellation charges from any advance payment received from the buyer.

Radio Repair:
The price includes parts and return shipping to the customer. The customer is responsible for shipping the radios to Airwave's facility. If a radio is deemed unrepairable, it can either be returned to the customer or recycled by Airwave for a $65.00 fee, plus shipping and handling (based on actual cost). Any unclaimed units after 90 days will be recycled. This fee can be waived if a new radio unit is purchased as a replacement. A $65.00 diagnostic fee will apply if the in-house repair rate is not approved by the customer. There is a 90-day warranty on labor. Both original and aftermarket parts may be used. A $25 shipping and handling fee applies to radios under manufacturer warranty. This rate does not cover liquid or physical damage, engraving, licensing, or accessories (batteries, antennas, mics, etc.). Programming is an additional fee if required. Prices are subject to change without notice.

Rentals:
A minimum 3-day rental charge applies. The quoted equipment is for general use. Specific building layouts, vehicle designs, or topological conditions may require additional equipment. FCC itinerant channels are shared commercial frequencies; Airwave does not guarantee service continuity or protection from interference. Prices and promotions are subject to expiration; please consult your Airwave representative for details. Additional taxes, fees, and other charges may apply. Rental equipment reservations require a 30-day advance notice. The customer is solely responsible for the equipment. Service repairs or alterations to rental equipment are prohibited without prior written authorization from Airwave. The customer will be charged the full retail price for any lost, stolen, or damaged equipment. Additional charges apply for usage beyond the agreed rental period.

Basic Service Agreements:
Includes: Repairs for failures due to normal wear, one annual preventative service check per unit, software/firmware upgrades, discounts on loaner radios, and services during normal business hours. Excludes: Tax, shipping & handling, pickup or delivery, batteries, antennas, accessories, and damage due to physical or liquid causes. For more details, please refer to the terms and conditions or contact your Airwave representative.

Data Privacy:
Airwave Communication will not share your personal data with any third party, except as necessary to provide and maintain services under these Terms and Conditions.

Important Pricing & Supply Chain Notice:
Recent changes in U.S. trade policy—including the implementation of new tariffs on select foreign imports—have impacted the cost structure of components used across our product portfolio. Combined with ongoing volatility in the national supply chain, customers may experience extended lead times and price fluctuations for certain products and services. Airwave can only guarantee pricing for 30 days from the date the quote is issued. After 30 days, a new quote must be provided to reflect any manufacturer cost adjustments. For the most up-to-date pricing and availability, please consult your Airwave representative.

Modifications or Additions to Terms and Conditions:
No modifications, additions, or waivers of any of these terms and conditions shall be binding unless provided in writing and agreed upon by the Seller.

Cart (1 item)

Remove All Items | My Saved Items

Items	Quantity	Price



Dell Pro Rugged 13 Laptop

1

$4,456.67

Save for later

View Details

Hardware

Base	Dell Pro Rugged, RA13250 XCTO
Processor	Intel® Core™ Ultra 5 135U (12 cores, up to 4.4 GHz, 15 W)
Operating System	Windows 11 Pro
Base Options	Intel® Core™ Ultra 5 135U (12 MB cache, 12 cores, up to 4.40 GHz, 15W), 16 GB memory, Integrated GFX
Memory	16GB: LPDDR5x, 6400 MT/s (onboard)

Earn Dell Rewards

Join Dell Rewards for free and get up to 9% back in rewards to use toward future purchases.

Sign In Or Create account

Coupon

Enter code | Apply Coupon

Items (1)	$4,456.67
Delivery	FREE
Estimated Tax ⓘ	$345.24
Eco Fee	$4.00
Total	**$4,805.91**

Checkout

From **$401/mo for 12 months** with Dell Pay Credit. Terms Apply. Apply

Pay with PayPal

Buy with G Pay

View Details

Hardware

Base	Dell Pro Rugged, RA13250 XCTO
Processor	Intel® Core™ Ultra 5 135U (12 cores, up to 4.4 GHz, 15 W)
Operating System	Windows 11 Pro
Base Options	Intel® Core™ Ultra 5 135U (12 MB cache, 12 cores, up to 4.40 GHz, 15W), 16 GB memory, Integrated GFX
Memory	16GB: LPDDR5x, 6400 MT/s (onboard)
Storage	256 GB, M.2 2230, PCIe NVMe, SSD
Display	13.3", Touch, FHD, WVA, Anti-Glare, 1400 nits, Passive Pen Support, FHD IR Cam
Camera	FHD HDR IR Camera + Microphone, Touch, WLAN/WWAN/GPS antenna, docking POGO connector with Passthru
Mobile Broadband	5G - Qualcomm® Snapdragon™ X62 Global 5G (DW5932e), eSIM capable, Verizon
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO, Bluetooth® 5.3 wireless card
Driver	Wireless Intel AX211 WLAN Driver
Processor Branding	Core Ultra 5 non-vPro CPU Label, Gen 14th
Keyboard	English US Rugged RGB Single Point backlit Copilot key keyboard
PalmRest	No Fingerprint reader, no Smartcard reader, no Express card
Power Supply	65W AC adapter, USB Type-C
Cable	E4 C5 black Power Cord 1M, US
Primary Battery	Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery
Second Battery	Battery Airbay Cover
Documentation/ Disks	Service and Support Guide MUI for DAO (English, French, Multi)
Placemat	Quick setup guide, world wide
Diagnostic CD / Diskette	No Resource USB Media
Systems Management	ME Disable - Manageability
Windows AutoPilot	No AutoPilot
Mouse	No Mouse
E-Star	ENERGY STAR Qualified
EPEAT 2018	EPEAT 2018 Registered (Gold)
GPS Solutions (Tied)	Dedicated u-blox NEO-M9N GPS Card
Support Tech Sheet and Powercord	No UPC/EAN Label
Packaging	Mix Shipment, Dell Pro Rugged 13 RA13250

Quote

160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818 Email: sales@cookscom.com

Customer No.: AVENALPD
Quote No.: 17619

Quote To: **City of Avenal Police Dept**
317 Alpine
Avenal, CA 93204-0000

Phone:
Email:

Ship To: **City of Avenal Police Dept**
317 Alpine
Avenal, CA 93204

Phone:
Email:

Date	Ship Via	F.O.B.	Terms
10/30/25	Drop Ship	Origin	Net 30

Purchase Order Number	Sales Person	Expiration Date
	In-House	11/29/25

Quantity Required	Item Number	Description	Unit Price	Amount
1	DS-DELL-433	Havis Ccradle for Dell Pro Rugged 13 & 14" 5430, 7330, 5420, 5424, & 7424 NoteBooks	442.00	442.00
1	120N-A01-T01-1	Havis 120watt DC Power Supply. Fits Dell Compatible Dockw. Straight Threaded POC- Humberto 212-8993	226.00	226.00

Subtotal	668.00
Freight charges	84.00
Sales tax @ 8.35000%	55.78
Total	807.78

We appreciate your continued patronage

Thank You

AVENAL POLICE DEPARTMENT

Cecilio Velasco, Chief of Police
317 E. Alpine St, Avenal, CA 93204
Bus. 559-386-4444 Fax 559-386-4447

REQUEST TO PROCEED WITH PURCHASE OF FIXED ASSETS

DATE: November 5, 2025
TO: Board of State and Community Corrections (BSCC) / Grant Administrator
FROM: Cecilio Velasco
TITLE: Chief of Police
AGENCY: Avenal Police Department
SUBJECT: **Request for Approval to Proceed with Fixed Asset Purchase under Byrne SCIP Grant # BSCC 1302-24**

Purpose

This memorandum formally requests authorization to proceed with the purchase and outfitting of a **2026 Ford Police Interceptor Utility (Non-EcoBoost)** under the **Byrne State Crisis Intervention Program (SCIP)** Grant.

The request falls under the **Fixed Assets / Equipment category** of the approved grant budget ($55,000) and directly supports the project goals outlined in the approved Byrne SCIP Work Plan, specifically:

1. **Increase community awareness and education on firearm safety, ERPOs, and mental health.**
2. **Improve crisis intervention outcomes by training law enforcement and engaging community members.**

Background

The Byrne SCIP Grant provides $377,763 to the City of Avenal to reduce gun violence, strengthen crisis-intervention capacity, and expand firearm-safety and mental-health education. The project incorporates multiple strategies and outreach components involving law enforcement, schools, and community organizations to promote safe firearm practices, awareness of Extreme Risk Protection Orders (ERPOs), and access to behavioral-health resources.

To effectively carry out these activities, the department requires a dedicated vehicle that can be used throughout the entire project to transport personnel, educational materials, and equipment, and to provide high-visibility support at public events, trainings, and outreach engagements.

The vehicle will serve as a central asset for all Byrne SCIP-funded initiatives—enhancing program visibility, improving operational readiness for community presentations, and reinforcing public trust through a consistent, professional presence at citywide events.

Justification

Operational Need

The **2026 Ford Police Interceptor Utility** (Phil Long Ford Quote #103025-1 – $49,291.20) will be used throughout the Byrne SCIP project to:

- Transport staff, educational materials, and secure-storage items to community events, schools, and mental-health training sessions.
- Provide on-site visibility and public reassurance during firearm-safety and crisis-prevention outreach.
- Serve as a mobile resource platform for distributing information on gun safety, mental-health support, and ERPOs.

Complete Upfitting Justification

To ensure operational efficiency, visibility, and safety, the vehicle must undergo **complete upfitting**, which includes:

- **Emergency lighting, siren system, and reflective graphics:** Ensures officer and public safety during roadside or nighttime events and reinforces the public-education mission of the Byrne SCIP project.
- **In-vehicle radio and mobile data computer:** Enables communication with dispatch, partner agencies, and schools to coordinate community events and response activities.
- **Secure storage systems:** Prevents unauthorized access to outreach materials or sensitive law enforcement equipment.
- **Custom console and electrical integration:** Supports grant-funded technology, including mobile displays, outreach tablets, or equipment used during community presentations.

A fully upfitted and marked vehicle will strengthen the department's capacity to safely and effectively deliver firearm-safety education and mental-health awareness programs throughout the community.

In-Kind Support

The **$55,000 grant allocation** will cover the vehicle purchase and partial upfitting. All **remaining costs for complete upfitting, graphics, radio, and computer installation**—estimated at approximately **$30,000 based on a recent 2025 Interceptor build**—will be **provided in-kind by the City of Avenal**.

These costs have already been budgeted in the City's vehicle capital-outlay fund and will not be charged to the grant.

Purchase Timing and Delivery

As noted by BSCC Field Representative Ian Silva, large equipment purchases should occur early in the grant period to ensure maximum program benefit. The department anticipates vehicle delivery and completion of upfitting by **November or December 2025**, ensuring full operational use for outreach and evaluation activities through the remainder of the grant term (ending September 30, 2026).

Purchase vs. Lease Rationale

Purchasing the vehicle provides greater long-term and programmatic value than leasing:

- **Asset longevity:** The vehicle will remain a City asset beyond the grant term, continuing to serve public safety and outreach initiatives.
- **Customization and compliance:** Ownership allows complete upfitting and graphics essential for public safety and education, which are typically restricted in leased vehicles.
- **Cost efficiency:** Leasing would involve recurring payments, mileage restrictions, and limited modification options, reducing eligible use and long-term value.

Procurement Compliance and Sole-Source Justification

The City of Avenal is requesting that this purchase be approved as a sole-source procurement in accordance with BSCC and federal grant guidelines.

Due to nationwide and regional delays in law-enforcement vehicle production and delivery, competitive bidding at this time would result in substantial delays and uncertainty in availability. The City has historically procured vehicles from Phil Long Ford of Denver, an authorized government fleet vendor, because of their ability to deliver fully compliant Police Interceptor Units within a predictable and expedited timeline.

Phil Long Ford currently holds a TIPS cooperative purchasing agreement (#240901), which meets competitive procurement standards through a nationally bid contract. Their inventory availability, contract pricing, and prior performance in delivering Avenal Police Department vehicles make them the most efficient and cost-effective option for ensuring timely project implementation.

Budget Summary

Fixed Asset	Vendor	Quote/Invoice	Cost	Funding Source
2026 Ford Police Interceptor Utility (Non-EcoBoost)	Phil Long Ford of Denver	Quote #103025-1 (10-30-25)	$49,291.20	Byrne SCIP Fixed Assets / Equipment
Initial Upfitting (Lighting, Graphics, and Setup within grant allocation)	TBD (Airwave Communications or equivalent)	Estimate	$ 5,708.80	Byrne SCIP Fixed Assets / Equipment
Total Request			**$55,000.00**	Within Approved Grant Allocation
Additional Upfitting / Radio / Computer / Console / Wrapping	City of Avenal		≈ $30,000	In-Kind City Contribution (Non-Grant Funds)

Action Requested

Authorization to proceed with the purchase and complete upfitting of one **2026 Ford Police Interceptor Utility (Non-EcoBoost)** as a **marked community-engagement and outreach vehicle** under the Byrne SCIP Grant.

The Avenal Police Department will comply with all BSCC procurement and documentation requirements and maintain detailed records for both grant-funded and in-kind portions of the purchase.

Attachments

- Phil Long Ford Quote (October 30, 2025)
- Email from Ian Silva (July 25, 2025) – Equipment Purchase Timing

Approval Section (For Internal Use)

☐ Approved ☐ Denied
Authorized Signatory: _____
Date: // _____

Outlook

RE: Submission of Fixed Asset and Participant Incentive Justifications – City of Avenal Police Department (Byrne SCIP Grant #1302-24)

From Silva, Ian@BSCC <Ian.Silva@bscc.ca.gov>
Date Wed 11/12/2025 2:05 PM
To Cecilio Velasco <cecilio.velasco@avenalpd.gov>; BSCC ByrneSCIP <ByrneSCIP@bscc.ca.gov>; Tringali, Lisa@BSCC <Lisa.Tringali@bscc.ca.gov>; Norred, Chad@BSCC <Chad.Norred@bscc.ca.gov>

2 attachments (418 KB)
REQUEST TO PROCEED PURCHASE OF VEHICLE.docx; PROVIDER JUSTIFICATION FORM.pdf;

Hello Chief Velasco,

I am approving you Fixed Asset Purchase Request and your Provider Justification Form for your Byrne SCIP project. Please keep the letters and this email approval as part of your grant record.

Please let me know if you have any questions.

Thank you,

Ian Silva
Field Representative – Corrections Planning and Grant Programs Division
BOARD OF STATE AND COMMUNITY CORRECTIONS
2590 Venture Oaks Way, Suite 200, Sacramento, CA 95833
http://www.bscc.ca.gov
Cell Phone 916-597-4625
Email ian.silva@bscc.ca.gov

From: Cecilio Velasco <cecilio.velasco@avenalpd.gov>
Sent: Wednesday, November 5, 2025 5:43 PM
To: BSCC ByrneSCIP <ByrneSCIP@bscc.ca.gov>; Silva, Ian@BSCC <Ian.Silva@bscc.ca.gov>; Tringali, Lisa@BSCC <Lisa.Tringali@bscc.ca.gov>; Norred, Chad@BSCC <Chad.Norred@bscc.ca.gov>
Subject: Submission of Fixed Asset and Participant Incentive Justifications – City of Avenal Police Department (Byrne SCIP Grant #1302-24)

This message contains a Word document attachment. Word documents have been known to contain viruses so please make sure you trust the sender before opening any attachments. If you have any questions, please contact the BSCC helpdesk at helpdesk@bscc.ca.gov.

Good evening,

Please find attached the City of Avenal Police Department's request package for review and approval under the **Byrne State Crisis Intervention Program (SCIP) Grant #1302-24**.

The submission includes justification and documentation for two project-related purchases:

1. **Fixed Asset Purchase – 2026 Ford Police Interceptor Utility (Non-EcoBoost)**
   Request to proceed with purchase and outfitting as a marked community engagement and outreach vehicle, including the Phil Long Ford quote and build sheet.
   I have also included an Airwave quote from a recent upfitting project, which does not include the radio or computer, but have attached those separate quotes as well—only to serve as a reference for the total cost of a complete upfit.

2. **Participant Incentive / Program Supplies – 900 Firearm Safety Locks**
   Justification to proceed with purchase under the Secure Firearm Education and Awareness Program (SFEAP), including the Provider Justification Form and vendor invoice from Regal Products, LLC.

Please note that I am still working on obtaining gun safe quotes that meet federal procurement and U.S. vendor requirements. I have encountered some challenges locating a U.S.-based supplier offering reasonable pricing and verified domestic shipping. I will submit those materials for review once suitable quotes are secured.

At this point, our department has all materials, educational presentations, and staffing in place to officially launch the project's community outreach and education components.

All other documents necessary for BSCC review have been included. Please let me know if any additional information or forms are needed for processing.

Thank you for your continued support and guidance.

Respectfully,

Cecilio Velasco

Chief of Police

Avenal Police Department

317 E. Alpine Street

Avenal, CA 93204

Cell: 559 639-7056

Office: 559 386-4444

Fax: 559 386-4447

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PHIL LONG
PhilLong.com Since 1945

QUOTE NUMBER	103025-1
QUOTE DATE	October 30, 2025
Agency PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Herman Sanchez
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

QUOTE TO: Avenal Police Department
ATTN: Commander Edward Rij

PRICE AGREEMENT: T.I.P.S. (The Interlocal Purchasing System) #240901

2026 Ford Police Explorer Interceptor Non Eco-Boost Exterior: Agate Black

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Ford Utility Interceptor, Mid Size, four Door, AWD Police Pursuit Rated *(Incl. Dark Car Feature, Driver Side/ Passennger Side Spotlight, Backup Camera, Police Engine Idle, Global Unlock, Reverse Sensing, Keyless Entry, 1284X Keyed Alike, Rear Door Handle/Locks Inopr, Hiden Plunge w/rear Handle Inopr)*	51,345.00	$51,345.00
1	**Available Contract Discount 4%**	(2,053.80)	($2,053.80)
1	**Transport To:** Airwave Communications 4425 E. Brundage LN Bakersfield, CA 93307 ***** Vehicle on Order *****	N/C	N/C

Additional Information:

Proposal valid for 30 Days

	49,291.20
	$49,291.20
	Total
	AMOUNT

DIRECT ALL INQUIRIES TO:
Herman Sanchez
(505) 250-9388
email: hsanchez@phillong.com

Phil Long Ford of Denver
7887 W. Tufts Ave.
Denver, CO 80123

THANK YOU FOR YOUR BUSINESS!

Preview Order R697 - K8A - Police Inter Utility AWD : Order Summary Time of Preview: 10/30/2025 15:12:46 Receipt: 8/26/2025

Dealership Name : Phil Long Ford of Denver, LLC **Sales Code :** F56002

Dealer Rep.	Herman Sanchez	**Type**	Fleet	**Vehicle Line**	Explorer	**Order Code**	R697
Customer Name	NM	**Priority Code**	K3	**Model Year**	2026	**Price Level**	615

DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	$48550
.119 INCH WHEELBASE	$0
TOTAL BASE VEHICLE	$48550
AGATE BLACK METALLIC	$0
CLOTH BUCKETS/VINYL REAR SEATS	$0
ONYX INTERIOR	$0
EQUIPMENT GROUP 500A	$0
.FM STEREO	$0
3.3L TI-VCT V6 ENGINE	$0
10-SPEED AUTO TRANSMISSION	$0
HID PLUNG W/R HNDL INOPERABLE	$160
CA NEW MTR VEHICLE BOARD FEES	$0
FORD FLEET SPECIAL ADJUSTMENT	$0

DESCRIPTION	MSRP
GLOBAL LOCK/UNLOCK	$0
50 STATE EMISSIONS	$0
DRIVER AND PASS LED SPOT LAMP	$790
KEYED ALIKE -KEY CODE B	$50
NOISE SUPPRESSION BOND STRAPS	$100
REAR DR HNDL AND LOCKS INOPR	$0
FRONT LICENSE PLATE BRACKET	$0
SPECIAL DEALER ACCOUNT ADJUSTM	$0
SPECIAL FLEET ACCOUNT CREDIT	$0
FUEL CHARGE	$0
NET INVOICE FLEET OPTION (B4A)	$0
PRICED DORA	$0
ADVERTISING ASSESSMENT	$0
DESTINATION & DELIVERY	$1695

	MSRP
TOTAL BASE AND OPTIONS	$51345
DISCOUNTS	NA
TOTAL	$51345

SHIP TO : **F88WB5**

4425 E. Brundage Land , Bakersfield, CA, 93307-2462

This is not an invoice.

Estimate

160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818 Email: sales@cookscom.com

Customer No.: AVENALPD
Quote No.: 17536

Quote To: **City of Avenal Police Dept**
317 Alpine
Avenal, CA 93204-0000

Phone:
Email:

Ship To: **City of Avenal Police Dept**
317 Alpine
Avenal, CA 93204

Phone:
Email:

Date	Ship Via	F.O.B.	Terms
10/15/25	Customer Pick-Up	Origin	Net 30

Purchase Order Number	Sales Person	Expiration Date
	David Burchfield	11/14/25

Quantity Required	Item Number	Description	Unit Price	Amount
		KENWOOD NX-5800s		
1	NX-5800BK	Kenwood 50 watt, 1024CH 450-520MHz, RF Deck 3 Year Warranty	669.00	669.00
1	KWD-5100CV	Kenwood P25 Conventional License Key	545.00	545.00
1	5AFM	Kenwood NX-5000 Series Single Deck, Single Control Head Remote Mount	878.00	878.00
1	LABHRPROG	Programming Fee includes set-up	25.00	25.00

Subtotal	2117.00
Sales tax @ 8.35000%	174.68
Total	2291.68

We appreciate your continued patronage

Thank You

AIRWAVE COMMUNICATIONS

7213 OLD 215 FRONTAGE RD
MORENO VALLEY, CA 92553
(951) 656-5699

4425 E. BRUNDAGE LN, STE 300
BAKERSFIELD, CA 93307
(661) 414-5452

414 SOUTH J STREET
IMPERIAL, CA. 92251
(760) 355-2804

2727 SUPPLY AVE
COMMERCE, CA 90040
(323) 725-0998

75-430 GERALD FORD DRIVE, STE 203
PALM DESERT, CA 92211
(760) 834-8967

Quote

Estimate Date: Nov-13-2025

Estimate Number: 2010457889

Total Amount: **$24,233.35**

Payment Terms:

Sales Representative Daniel Gutierrez

Expiration Date Dec-13-2025

bill to:

Avenal Police Dept
Edward Rij
317 E Alpine St
Avenal, CA 93204

Ship To:

Avenal Police Dept
Edward Rij
317 E Alpine St
Avenal, CA 93204

Summary:

Estimate Date: 11/13/2025
Estimate Number: 2010457889
Estimate Amount: **$24,233.35**
Payment Terms:

Description *Details*	Item Price	Quantity	Total Price
Misc installation Materials *Misc installation consumables*	$175.00	1	$175.00
MMSU-1 *MAGNETIC MIC, Clip*	$48.75	3	$146.25
FS-FHL-TAIL *Flasher, Taillight, Low Stand-by Current Draw, Multiple Flash Patterns*	$98.71	1	$98.71
ES100C *PROMO PRICING: FEDERAL SIGNAL 100 WATT SIREN SPEAKER*	$277.59	2	$555.18
DFC-PB-FPIU25 *Push bumper, Ford® Police Interceptor® Utility, 2025-2026*	$535.00	1	$535.00
MPS63U-RBW *MICRO PULSE ULTRA TRI COLOR RED/BLUE/WHITE LED LIGHTS - FRONT WINDSHIELD / BACK WINDOW*	$146.25	6	$877.50
MPS63U-RBA *TRI COLOR, 18 LED, RED/BLUE/AMBER - REAR WINDSHIELD*	$146.25	6	$877.50
MPSM6U-WIN *BEZEL & sHROUD KIT, MPSM6U - ADHESIVE MOUNTS*	$47.73	2	$95.45
Misc Item *MPS-M6-FPIU20RS2: Rear Spoiler Bracket*	$141.11	1	$141.11
Misc Item *911-CH.1.20: Wire Harness*	$706.84	1	$706.84

AIRWAVE COMMUNICATIONS

7213 OLD 215 FRONTAGE RD
MORENO VALLEY, CA 92553
(951) 656-5699

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2727 SUPPLY AVE
COMMERCE, CA 90040
(323) 725-0998

75-430 GERALD FORD DRIVE, STE 203
PALM DESERT, CA 92211
(760) 834-8967

Quote

Estimate Date: Nov-13-2025

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Total Amount: **$24,233.35**

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Expiration Date Dec-13-2025

bill to:

Avenal Police Dept
Edward Rij
317 E Alpine St
Avenal, CA 93204

Ship To:

Avenal Police Dept
Edward Rij
317 E Alpine St
Avenal, CA 93204

Summary:

Estimate Date: 11/13/2025
Estimate Number: 2010457889
Estimate Amount: **$24,233.35**
Payment Terms:

Description *Details*	Item Price	Quantity	Total Price
MPSW9-RBW *Tri-Color, Clear Lens (Red/White/Blue)*	$147.50	2	$295.00
RBKIT-COMPACT *Pair of Rumbler Compact low frequency speakers and vehicle Rumbler bracket kit*	$465.00	1	$465.00
VALRJ51-PF3AL *51" Valor, Red/Blue/White warning lights, all 3 color, low hook mount, ambient light sensor, includes choice of HKB, Convergence netowrk compatible, FSJoin*	$2,933.75	1	$2,933.75
DFC-TC2L *Two light top channel for Ford Police Interceptor Utility push bumper, use with MPS6U lights*	$32.50	1	$32.50
DFC-WC-FPIU20 *Wire covers for use with Ford Police Interceptor Utility push bumper, 2020-2024*	$41.25	1	$41.25
DFC-SB-ES100C *(1) Speaker bracket, for mounting (1) ES100C speaker*	$28.75	2	$57.50
PF400S17B *Siren/Light Controller with 17 button controller, 400 W*	$1,793.75	1	$1,793.75
FP-BLNK1 *PROMO PRICING: TROY FACE PLATE BLANK 1"*	$0.00	1	$0.00
FP-BLNK2 *PROMO PRICING: TROY FACE PLATE BLANK 2"*	$0.00	1	$0.00

AIRWAVE COMMUNICATIONS

7213 OLD 215 FRONTAGE RD
MORENO VALLEY, CA 92553
(951) 656-5699

4425 E. BRUNDAGE LN, STE 300
BAKERSFIELD, CA 93307
(661) 414-5452

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IMPERIAL, CA. 92251
(760) 355-2804

2727 SUPPLY AVE
COMMERCE, CA 90040
(323) 725-0998

75-430 GERALD FORD DRIVE, STE 203
PALM DESERT, CA 92211
(760) 834-8967

Quote

Estimate Date: Nov-13-2025

Estimate Number: 2010457889

Total Amount: **$24,233.35**

Payment Terms:

Sales Representative Daniel Gutierrez

Expiration Date Dec-13-2025

bill to:

Avenal Police Dept
Edward Rij
317 E Alpine St
Avenal, CA 93204

Ship To:	Summary:	
Avenal Police Dept	**Estimate Date:**	11/13/2025
Edward Rij	**Estimate Number:**	2010457889
317 E Alpine St	**Estimate Amount:**	**$24,233.35**
Avenal, CA 93204	**Payment Terms:**	

Description *Details*	Item Price	Quantity	Total Price
CM-SDMT-SL-LED *CONSOLE SIDE HEIGHT ADJUSTABLE COMPUTER MOUNT W/ SLIDE ARM FOR DOCKING STATION*	$397.58	1	$397.58
WG-UV20-POLY-SET *Window Guards* *2020+ PI Utility driver and passenger side polycarbonate window guards.*	$239.63	1	$239.63
CP-UV20-CARGO *Cargo Products* *2020+ PI Utility tilt-up cargo mount w/gas shocks.*	$641.25	1	$641.25
AC-20-UV-TRAY *Cargo Products* *2020+ PI Utility electronics tray bolts to CP-UV20-CARGO.*	$215.33	1	$215.33
CC-25UV-V10 *2025 Ford UV Vertical Console:* *2025 PI Utility 10" vertical console with built in dual cupholders and open storage*	$390.15	1	$390.15
FP-PLATINUM *PROMO PRICING:* *4" face plate for 17 button siren controller*	$0.00	1	$0.00
FP-MAPX6500-07-R *PROMO PRICING:* *3" face plate for Motorola APX remote radio head*	$0.00	1	$0.00

AIRWAVE COMMUNICATIONS

7213 OLD 215 FRONTAGE RD
MORENO VALLEY, CA 92553
(951) 656-5699

4425 E. BRUNDAGE LN, STE 300
BAKERSFIELD, CA 93307
(661) 414-5452

414 SOUTH J STREET
IMPERIAL, CA. 92251
(760) 355-2804

2727 SUPPLY AVE
COMMERCE, CA 90040
(323) 725-0998

75-430 GERALD FORD DRIVE, STE 203
PALM DESERT, CA 92211
(760) 834-8967

Quote

Estimate Date: Nov-13-2025

Estimate Number: 2010457889

Total Amount: **$24,233.35**

Payment Terms:

Sales Representative Daniel Gutierrez

Expiration Date Dec-13-2025

bill to:

Avenal Police Dept
Edward Rij
317 E Alpine St
Avenal, CA 93204

Ship To:

Avenal Police Dept
Edward Rij
317 E Alpine St
Avenal, CA 93204

Summary:

Estimate Date: 11/13/2025
Estimate Number: 2010457889
Estimate Amount: **$24,233.35**
Payment Terms:

Description *Details*	Item Price	Quantity	Total Price
KT-GM-SGRF-SC6-1 *Dual weapon mount w/ SC6 lock, SC1 shotgun lock with No 2 key and brackets*	$473.18	1	$473.18
KIT-TP-SL6U-BB-SS *2020-24 PI Utility Partition Kit*	$870.08	1	$870.08
AC-20-UV-HATCH *2020-24 PI Utility rear hatch window screen, square hole punched*	$116.78	1	$116.78
PS-20-UVFX-OS-R *Rear Partition / Plastic Seat Combo w/ Fire Ext. Comp* *2020+ Ford PIU plastic seat with OS belts, rear partition (square-hole), with fire compartment .*	$1,557.90	1	$1,557.90
CP-GB403212-LIP *40" W x 32" L x 12" H with two draw latch locking handles, 1.5" trim punched with bungee -cord holdes and carpet top*	$1,322.33	1	$1,322.33

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Avenal Police Dept
Edward Rij
317 E Alpine St
Avenal, CA 93204

Ship To:	Summary:	
Avenal Police Dept	**Estimate Date:**	11/13/2025
Edward Rij	**Estimate Number:**	2010457889
317 E Alpine St	**Estimate Amount:**	**$24,233.35**
Avenal, CA 93204	**Payment Terms:**	

Description *Details*	Item Price	Quantity	Total Price
Installation:Vehicle Installation *UP-Fit for Vehicle Installation (Lighting)* *-Bumper light to be installed under mirror light. -Perimeter light* *-rear hatch light* *-Spoiler Light* *-Light Bar* *-Siren with speaker and rumbler* *(Metal - QTY 1)* *-To include vertical console w/ dual cupholders, open storage pocket, gun holster cut out, L* *-shape arm rest with face plates, computer mounts for docking station, dual weapon mount, partition kit, window guards, rear hatch window screen, plastic seat, cargo mount, electronic tray, and latch locking handles* *(Radio)* *-Customer to supply radio, control head, power cable, and antenna* *(Scanner)* *-To install power and antenna* *(Docking Station)* *-Customer to provide all parts for docking station* *(Radar)*	$5,565.00	1	$5,565.00
EXPMOD32 *PATHFINDER 32-CHANNEL*	$343.75	1	$343.75
OBDCABLE16-7 *OBD CABLE FOR* *2025 FORD POLICE INTERCEPTOR® UTILITY*	$138.75	1	$138.75
Misc Item *911-CH.1.20 Wire Harness Mounting Bracket*	$50.00	1	$50.00

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Avenal Police Dept
Edward Rij
317 E Alpine St
Avenal, CA 93204

Ship To:	Summary:	
Avenal Police Dept	**Estimate Date:**	11/13/2025
Edward Rij	**Estimate Number:**	2010457889
317 E Alpine St	**Estimate Amount:**	**$24,233.35**
Avenal, CA 93204	**Payment Terms:**	

Description *Details*	Item Price	Quantity	Total Price
Misc Item *Wire/Cable for Vehicle Installations*	$240.00	1	$240.00
Shipping 1002 *Shipping & Handling*	$375.00	1	$375.00
AC-ARMREST-V10 *Console Arm Rest: 5" X 8" arm rest with foam pad and L -bracket, designed to securely attach to the rear of the console. Specifically amde to work with V10 consoles*	$75.17	1	$75.17

Subtotal:	$22,839.17
Sales Tax:	$1,394.18
Total:	**$24,233.35**

Disclaimer:
This quote is for the named party only and not for distribution. It is a standard quote provided without prior coverage testing. Airwave Communications reserves the right to charge for time and effort in gathering this information if intended for RFP/RFQ or similar purposes. We are not responsible for equipment failures due to testing, programming, or rebooting from age, wear, tear, or factors beyond our control. Additional charges apply for delays causing "stand-by-time" during the job. Monitoring provides a snapshot of frequency noise at the time of testing and does not guarantee against interference. Additional parts and work outside the Schedule of Work will be billed at time and material rates. The seller reserves the right to make design improvements to the goods without notice. Airwave reserves the right to correct any errors in prices or quantities for products or services. Prevailing Wage is assumed not required. Delays in radio unit availability on programming day may result in extra charges.

Payment Terms:
One hundred percent (100%) of the balance is due as per the agreed net terms from the invoice date. For sales over ten thousand dollars ($10,000), thirty percent (30%) is due upon PO issuance, another thirty percent (30%) upon receipt of equipment or parts at our facility, and the remaining balance upon delivery or pickup. These terms may be modified in writing. Invoices not paid within the agreed net terms will incur a charge of 0.833% of the balance per month (equivalent to ten percent (10%) per annum), as permitted by California law. A seven (7) day grace period applies before late fees accrue. Customers will be notified of late fees within ten (10) business days of their addition. Payments will first apply to outstanding late fees, then to the principal balance. Disputes over late fees must be submitted in writing within thirty (30) days. These terms are subject to change with thirty (30) days notice. Invoices unpaid for over ninety (90) days may be referred to a collection agency, and customers will be responsible for additional collection fees. These terms are governed by California law. A three-and-a-half percent (3.5%) service fee applies to credit card transactions.

Customer to Provide:
FCC frequency(s) and channel setting(s), 110 A/C power at the agreed equipment location, site access, shaded area, Wi-Fi access (if needed), clear radio placement instructions (dash/console/desktop/rack, etc.), conduit between rooms or roof, and a lift (if required). For outfitting, vehicle drop-off and pickup must be as scheduled. All personal belongings, weapons, gear, etc., must be removed before delivery. We are not responsible for items left in vehicles. Stand-by time, waiting for POC, vehicles, or delays will be charged at time and materials rates.

Return:
A Return Authorization (RA) number must be requested and issued before returning any products to Airwave Communication. Most products may be returned within thirty (30) days of shipment without a restocking fee if in original packaging and condition for resale. After thirty (30) days, a twenty percent (20%) restocking fee will apply, with a net account credit but no refund unless agreed upon in writing in advance. Credits or refunds for returns will not include prior shipping or service charges. Special or custom orders are non-refundable. Some parts may be substituted.

Cancellation:
Buyer may cancel an order only with the seller's written consent, and the seller is entitled to reasonable cancellation charges, including but not limited to labor, material, and overhead expenses. The seller reserves the right to deduct cancellation charges from any advance payment received from the buyer.

Radio Repair:
The price includes parts and return shipping to the customer. The customer is responsible for shipping the radios to Airwave's facility. If a radio is deemed unrepairable, it can either be returned to the customer or recycled by Airwave for a $65.00 fee, plus shipping and handling (based on actual cost). Any unclaimed units after 90 days will be recycled. This fee can be waived if a new radio unit is purchased as a replacement. A $65.00 diagnostic fee will apply if the in-house repair rate is not approved by the customer. There is a 90-day warranty on labor. Both original and aftermarket parts may be used. A $25 shipping and handling fee applies to radios under manufacturer warranty. This rate does not cover liquid or physical damage, engraving, licensing, or accessories (batteries, antennas, mics, etc.). Programming is an additional fee if required. Prices are subject to change without notice.

Rentals:
A minimum 3-day rental charge applies. The quoted equipment is for general use. Specific building layouts, vehicle designs, or topological conditions may require additional equipment. FCC itinerant channels are shared commercial frequencies; Airwave does not guarantee service continuity or protection from interference. Prices and promotions are subject to expiration; please consult your Airwave representative for details. Additional taxes, fees, and other charges may apply. Rental equipment reservations require a 30-day advance notice. The customer is solely responsible for the equipment. Service repairs or alterations to rental equipment are prohibited without prior written authorization from Airwave. The customer will be charged the full retail price for any lost, stolen, or damaged equipment. Additional charges apply for usage beyond the agreed rental period.

Basic Service Agreements:
Includes: Repairs for failures due to normal wear, one annual preventative service check per unit, software/firmware upgrades, discounts on loaner radios, and services during normal business hours. Excludes: Tax, shipping & handling, pickup or delivery, batteries, antennas, accessories, and damage due to physical or liquid causes. For more details, please refer to the terms and conditions or contact your Airwave representative.

Data Privacy:
Airwave Communication will not share your personal data with any third party, except as necessary to provide and maintain services under these Terms and Conditions.

Important Pricing & Supply Chain Notice:
Recent changes in U.S. trade policy—including the implementation of new tariffs on select foreign imports—have impacted the cost structure of components used across our product portfolio. Combined with ongoing volatility in the national supply chain, customers may experience extended lead times and price fluctuations for certain products and services. Airwave can only guarantee pricing for 30 days from the date the quote is issued. After 30 days, a new quote must be provided to reflect any manufacturer cost adjustments. For the most up-to-date pricing and availability, please consult your Airwave representative.

Modifications or Additions to Terms and Conditions:
No modifications, additions, or waivers of any of these terms and conditions shall be binding unless provided in writing and agreed upon by the Seller.

Cart (1 item)

Remove All Items | My Saved Items

Items	Quantity	Price



Dell Pro Rugged 13 Laptop

Save for later

1

$4,456.67

View Details

Hardware

Base	Dell Pro Rugged, RA13250 XCTO
Processor	Intel® Core™ Ultra 5 135U (12 cores, up to 4.4 GHz, 15 W)
Operating System	Windows 11 Pro
Base Options	Intel® Core™ Ultra 5 135U (12 MB cache, 12 cores, up to 4.40 GHz, 15W), 16 GB memory, Integrated GFX
Memory	16GB: LPDDR5x, 6400 MT/s (onboard)

Earn Dell Rewards

Join Dell Rewards for free and get up to 9% back in rewards to use toward future purchases.

Sign In Or Create account

Coupon

Enter code | Apply Coupon

Items (1)	$4,456.67
Delivery	FREE
Estimated Tax ⓘ	$345.24
Eco Fee	$4.00
Total	**$4,805.91**

Checkout

From **$401/mo for 12 months** with Dell Pay Credit. Terms Apply. Apply

Pay with PayPal

Buy with G Pay

View Details

Hardware

Base	Dell Pro Rugged, RA13250 XCTO
Processor	Intel® Core™ Ultra 5 135U (12 cores, up to 4.4 GHz, 15 W)
Operating System	Windows 11 Pro
Base Options	Intel® Core™ Ultra 5 135U (12 MB cache, 12 cores, up to 4.40 GHz, 15W), 16 GB memory, Integrated GFX
Memory	16GB: LPDDR5x, 6400 MT/s (onboard)
Storage	256 GB, M.2 2230, PCIe NVMe, SSD
Display	13.3", Touch, FHD, WVA, Anti-Glare, 1400 nits, Passive Pen Support, FHD IR Cam
Camera	FHD HDR IR Camera + Microphone, Touch, WLAN/WWAN/GPS antenna, docking POGO connector with Passthru
Mobile Broadband	5G - Qualcomm® Snapdragon™ X62 Global 5G (DW5932e), eSIM capable, Verizon
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO, Bluetooth® 5.3 wireless card
Driver	Wireless Intel AX211 WLAN Driver
Processor Branding	Core Ultra 5 non-vPro CPU Label, Gen 14th
Keyboard	English US Rugged RGB Single Point backlit Copilot key keyboard
PalmRest	No Fingerprint reader, no Smartcard reader, no Express card
Power Supply	65W AC adapter, USB Type-C
Cable	E4 C5 black Power Cord 1M, US
Primary Battery	Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery
Second Battery	Battery Airbay Cover
Documentation/ Disks	Service and Support Guide MUI for DAO (English, French, Multi)
Placemat	Quick setup guide, world wide
Diagnostic CD / Diskette	No Resource USB Media
Systems Management	ME Disable - Manageability
Windows AutoPilot	No AutoPilot
Mouse	No Mouse
E-Star	ENERGY STAR Qualified
EPEAT 2018	EPEAT 2018 Registered (Gold)
GPS Solutions (Tied)	Dedicated u-blox NEO-M9N GPS Card
Support Tech Sheet and Powercord	No UPC/EAN Label
Packaging	Mix Shipment, Dell Pro Rugged 13 RA13250

Quote

160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818 Email: sales@cookscom.com

Customer No.: AVENALPD
Quote No.: 17619

Quote To: **City of Avenal Police Dept**
317 Alpine
Avenal, CA 93204-0000

Phone:
Email:

Ship To: **City of Avenal Police Dept**
317 Alpine
Avenal, CA 93204

Phone:
Email:

Date	Ship Via	F.O.B.	Terms
10/30/25	Drop Ship	Origin	Net 30

Purchase Order Number	Sales Person	Expiration Date
	In-House	11/29/25

Quantity Required	Item Number	Description	Unit Price	Amount
1	DS-DELL-433	Havis Ccradle for Dell Pro Rugged 13 & 14" 5430, 7330, 5420, 5424, & 7424 NoteBooks	442.00	442.00
1	120N-A01-T01-1	Havis 120watt DC Power Supply. Fits Dell Compatible Dockw. Straight Threaded POC- Humberto 212-8993	226.00	226.00

Subtotal	668.00
Freight charges	84.00
Sales tax @ 8.35000%	55.78
Total	807.78

We appreciate your continued patronage

Thank You

AVENAL POLICE DEPARTMENT

Cecilio Velasco, Chief of Police
317 E. Alpine St, Avenal, CA 93204
Bus. 559-386-4444 Fax 559-386-4447

REQUEST TO PROCEED WITH PURCHASE OF FIXED ASSETS

DATE: November 5, 2025
TO: Board of State and Community Corrections (BSCC) / Grant Administrator
FROM: Cecilio Velasco
TITLE: Chief of Police
AGENCY: Avenal Police Department
SUBJECT: **Request for Approval to Proceed with Fixed Asset Purchase under Byrne SCIP Grant # BSCC 1302-24**

Purpose

This memorandum formally requests authorization to proceed with the purchase and outfitting of a **2026 Ford Police Interceptor Utility (Non-EcoBoost)** under the **Byrne State Crisis Intervention Program (SCIP)** Grant.

The request falls under the **Fixed Assets / Equipment category** of the approved grant budget ($55,000) and directly supports the project goals outlined in the approved Byrne SCIP Work Plan, specifically:

1. **Increase community awareness and education on firearm safety, ERPOs, and mental health.**
2. **Improve crisis intervention outcomes by training law enforcement and engaging community members.**

Background

The Byrne SCIP Grant provides $377,763 to the City of Avenal to reduce gun violence, strengthen crisis-intervention capacity, and expand firearm-safety and mental-health education. The project incorporates multiple strategies and outreach components involving law enforcement, schools, and community organizations to promote safe firearm practices, awareness of Extreme Risk Protection Orders (ERPOs), and access to behavioral-health resources.

To effectively carry out these activities, the department requires a dedicated vehicle that can be used throughout the entire project to transport personnel, educational materials, and equipment, and to provide high-visibility support at public events, trainings, and outreach engagements.

The vehicle will serve as a central asset for all Byrne SCIP-funded initiatives—enhancing program visibility, improving operational readiness for community presentations, and reinforcing public trust through a consistent, professional presence at citywide events.

Justification

Operational Need

The **2026 Ford Police Interceptor Utility** (Phil Long Ford Quote #103025-1 – $49,291.20) will be used throughout the Byrne SCIP project to:

- Transport staff, educational materials, and secure-storage items to community events, schools, and mental-health training sessions.
- Provide on-site visibility and public reassurance during firearm-safety and crisis-prevention outreach.
- Serve as a mobile resource platform for distributing information on gun safety, mental-health support, and ERPOs.

Complete Upfitting Justification

To ensure operational efficiency, visibility, and safety, the vehicle must undergo **complete upfitting**, which includes:

- **Emergency lighting, siren system, and reflective graphics:** Ensures officer and public safety during roadside or nighttime events and reinforces the public-education mission of the Byrne SCIP project.
- **In-vehicle radio and mobile data computer:** Enables communication with dispatch, partner agencies, and schools to coordinate community events and response activities.
- **Secure storage systems:** Prevents unauthorized access to outreach materials or sensitive law enforcement equipment.
- **Custom console and electrical integration:** Supports grant-funded technology, including mobile displays, outreach tablets, or equipment used during community presentations.

A fully upfitted and marked vehicle will strengthen the department's capacity to safely and effectively deliver firearm-safety education and mental-health awareness programs throughout the community.

In-Kind Support

The **$55,000 grant allocation** will cover the vehicle purchase and partial upfitting. All **remaining costs for complete upfitting, graphics, radio, and computer installation**—estimated at approximately **$30,000 based on a recent 2025 Interceptor build**—will be **provided in-kind by the City of Avenal**.

These costs have already been budgeted in the City's vehicle capital-outlay fund and will not be charged to the grant.

Purchase Timing and Delivery

As noted by BSCC Field Representative Ian Silva, large equipment purchases should occur early in the grant period to ensure maximum program benefit. The department anticipates vehicle delivery and completion of upfitting by **November or December 2025**, ensuring full operational use for outreach and evaluation activities through the remainder of the grant term (ending September 30, 2026).

Purchase vs. Lease Rationale

Purchasing the vehicle provides greater long-term and programmatic value than leasing:

- **Asset longevity:** The vehicle will remain a City asset beyond the grant term, continuing to serve public safety and outreach initiatives.
- **Customization and compliance:** Ownership allows complete upfitting and graphics essential for public safety and education, which are typically restricted in leased vehicles.
- **Cost efficiency:** Leasing would involve recurring payments, mileage restrictions, and limited modification options, reducing eligible use and long-term value.

Procurement Compliance and Sole-Source Justification

The City of Avenal is requesting that this purchase be approved as a sole-source procurement in accordance with BSCC and federal grant guidelines.

Due to nationwide and regional delays in law-enforcement vehicle production and delivery, competitive bidding at this time would result in substantial delays and uncertainty in availability. The City has historically procured vehicles from Phil Long Ford of Denver, an authorized government fleet vendor, because of their ability to deliver fully compliant Police Interceptor Units within a predictable and expedited timeline.

Phil Long Ford currently holds a TIPS cooperative purchasing agreement (#240901), which meets competitive procurement standards through a nationally bid contract. Their inventory availability, contract pricing, and prior performance in delivering Avenal Police Department vehicles make them the most efficient and cost-effective option for ensuring timely project implementation.

Budget Summary

Fixed Asset	Vendor	Quote/Invoice	Cost	Funding Source
2026 Ford Police Interceptor Utility (Non-EcoBoost)	Phil Long Ford of Denver	Quote #103025-1 (10-30-25)	$49,291.20	Byrne SCIP Fixed Assets / Equipment
Initial Upfitting (Lighting, Graphics, and Setup within grant allocation)	TBD (Airwave Communications or equivalent)	Estimate	$ 5,708.80	Byrne SCIP Fixed Assets / Equipment
Total Request			**$55,000.00**	Within Approved Grant Allocation
Additional Upfitting / Radio / Computer / Console / Wrapping	City of Avenal		≈ $30,000	In-Kind City Contribution (Non-Grant Funds)

Action Requested

Authorization to proceed with the purchase and complete upfitting of one **2026 Ford Police Interceptor Utility (Non-EcoBoost)** as a **marked community-engagement and outreach vehicle** under the Byrne SCIP Grant.

The Avenal Police Department will comply with all BSCC procurement and documentation requirements and maintain detailed records for both grant-funded and in-kind portions of the purchase.

Attachments

- Phil Long Ford Quote (October 30, 2025)
- Email from Ian Silva (July 25, 2025) – Equipment Purchase Timing

Approval Section (For Internal Use)

☐ Approved ☐ Denied
Authorized Signatory: _____
Date: // _____

AGENDA ITEM NO. 5. C

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766
Fax: (559) 386-0629

TO: **The Honorable Mayor and City Council**

FROM: **Antony V. López, City Manager**

DATE: **January 08, 2026**

RE: **Consider Approving the Recognized Obligation Payment Schedule 26-27 for July 2026 through June 2027**

INFORMATION:

The ROPS consists of the obligations of the Successor Agency as of July 1, 2026 through June 30, 2027, and a projected debt obligation schedule.

The ROPS is identical to previous ROPS however it is for the entire fiscal year and the debt obligation has been updated for the fiscal 26/27 year. Staff has included: the Annual Continuing Disclosure Reports; Bond Administration Fees, Prior Period Adjustments (PPA); Administration costs, and, debt obligation.

In total, the Successor Agency (City) is requesting **$375,125** of Redevelopment Property Tax Trust Fund (RPTTF) be used and make payment of the Successor Agency's enforceable obligations in 2026-27. These obligations, as well as the Successor Agency wind-down, are expected to continue until August 2026, when the 2005 RDA Revenue Bonds are paid off.

The ROPS is subject to approval by the Kings County Oversight Board. Once approved by the Oversight Board, copies of said resolution and ROPS will be sent to the County Auditor-Controller and the State Department of Finance for approval. The ROPS is due no later than January 21, 2025.

RECOMMENDATION:

By Resolution, adopt the Recognized Obligation Payment Schedule for July 1, 2026 - June 30, 2027.

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL (SUCCESSOR AGENCY) APPROVING A RECOGNIZED PAYMENT SCHEDULE (ROPS) PURSUANT TO AB X1 26, FOR JULY 2027 THROUGH JUNE 2027.

RESOLUTION 2026-_01__

WHEREAS, the City Council of the City of Avenal elected to serve as the Successor Agency to the former Avenal Redevelopment Agency ("Successor Agency") in accordance with the Dissolution Act (enacted by Assembly Bill ("AB") x1 26, as amended by AB 1484 and Senate Bill ("SB") 107, and codified in the California Health and Safety Code); and

WHEREAS, among the duties of successor agencies under the Dissolution Act is the preparation of a recognized obligation payment schedule ("ROPS") for the ensuing six-month period for consideration by a local oversight board and California Department of Finance ("DOF") for purposes of administering the wind-down of financial obligations of the former Redevelopment Agency; and

WHEREAS, a ROPS 26-27 covering the twelve-month period from July 1, 2026 through June 30, 2027, attached hereto as Exhibit "A" has been prepared by staff and consultants consistent with the provisions of the Dissolution Act and in the format made available by DOF; and

WHEREAS, Pursuant to the timeline in ABX1 26 as revised by the Supreme Court's order, the ROPS for the period July 1, 2026 through June 30, 2027 must be submitted to the Department of Finance and the County Auditor no later than January 21, 2026; and

WHEREAS, the Successor Agency has reviewed the ROPS for period July 1, 2026 through June 30, 2027.

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL SPECIAL MEETING HELD ON **January 9, 2026**, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

Alvaro Preciado, Mayor CITY OF AVENAL	ATTEST: MARIA A. ORTIZ, City Clerk CITY OF AVENAL

* * * * * * * * * * * * * * * * * *

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL Hereby:

1. Found the Recitals above are found to be true and correct.

2. Approve the Recognized Obligation Payment Schedule (ROPS) as attached hereto - "Attachment A."

3. The City Manager and City staff is hereby authorized and directed to post of copy of the ROPS 26-27 on the City's website and transmit a copy to the Oversight Board for its approval and to all other agencies as required by the Dissolution Act.

* * * * * * * * * * * * * * * * * *

Recognized Obligation Payment Schedule (ROPS 26-27) - Summary
Filed for the July 1, 2026 through June 30, 2027 Period

Successor Agency: Avenal

County: Kings

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	26-27A Total (July - December)	26-27B Total (January - June)	ROPS 26-27 Total
A Enforceable Obligations Funded as Follows (B+C+D)	**$ 149,400**	**$ -**	**$ 149,400**
B Bond Proceeds	149,400	-	149,400
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	**$ 208,725**	**$ 18,000**	**$ 226,725**
F RPTTF	190,725	-	190,725
G Administrative RPTTF	18,000	18,000	36,000
H Current Period Enforceable Obligations (A+E)	**$ 358,125**	**$ 18,000**	**$ 376,125**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Avenal
Recognized Obligation Payment Schedule (ROPS 26-27) - ROPS Detail
July 1, 2026 through June 30, 2027

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 26-27 Total**	**ROPS 26-27A (Jul - Dec)**					**26-27A Total**	**ROPS 26-27B (Jan - Jun)**					**26-27B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$376,125		$376,125	$149,400	$-	$-	$190,725	$18,000	$358,125	$-	$-	$-	$-	$18,000	$18,000
1	2005 Revenue Bonds	Revenue Bonds Issued On or Before 12/31/10	09/01/ 2005	08/15/2026	US Bank	Bonds issued to fund non-housing project/curb, gutter & sidewalks	RDA Project Area	333,125	Y	$333,125	149,400	-	-	183,725	-	$333,125	-	-	-	-	-	$-
2	2005 Revenue Bonds Admin Fees	Fees	09/01/ 2005	08/15/2027	US Bank	Admin. Bond Fees	RDA Project Area	4,000	Y	$4,000	-	-	-	4,000	-	$4,000	-	-	-	-	-	$-
4	Annual Continuing Disclosure Report	Fees	01/01/ 2014	06/30/2027	NBS Local Gov. Solution	Annual Continuing Disclosure Report	RDA Project Area	3,000	Y	$3,000	-	-	-	3,000	-	$3,000	-	-	-	-	-	$-
6	Administrative Costs	Admin Costs	07/01/ 2025	06/30/2026	Employees of Successor Agency	Payroll cost/ Legal Cost/ Consultant/ City Auditor/ City Banking Fees	Admin. Cost	36,000	N	$36,000	-	-	-	-	18,000	$18,000	-	-	-	-	18,000	$18,000
10	Cash Shortage	Miscellaneous	07/01/ 2025	06/30/2026	Avenal Successor Agency	The Successor Agency does not have enough cash available to make ROPS payments		-	Y	$-	-	-	-	-	-	$-	-	-	-	-	-	$-

Avenal
Recognized Obligation Payment Schedule (ROPS 26-27) - Report of Cash Balances
July 1, 2023 through June 30, 2024
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/23)** RPTTF amount should exclude "A" period distribution amount.	271,714		117	179	540	
2	**Revenue/Income (Actual 06/30/24)** RPTTF amount should tie to the ROPS 23-24 total distribution from the County Auditor-Controller					464,110	
3	**Expenditures for ROPS 23-24 Enforceable Obligations (Actual 06/30/24)**					368,998	
4	**Retention of Available Cash Balance (Actual 06/30/24)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	271,714		117	179	-	
5	**ROPS 23-24 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 23-24 PPA form submitted to the CAC		No entry required			95,652	
6	**Ending Actual Available Cash Balance (06/30/24) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$-**	**$-**	**$-**	**$-**	

Avenal
Recognized Obligation Payment Schedule (ROPS 26-27) - Notes
July 1, 2026 through June 30, 2027

Item #	Notes/Comments
1	We are estimating there will be approximately $300k remaining in the trustee statement reserve fund at the time the final payment is made, 49.8% of which get allocated to the Successor Agency. Accordingly, we have applied $149,400 as Bond Proceeds available for the final payment. While this is substantially lower than the current balance on the Report of Cash Balances, this total balance has been declining each year so this a conservative estimate.
2	
4	
6	
10	

SUBJECT: RESOLUTION AUTHORIZING ACCEPTANCE OF 2024 CALHOME CONDITIONAL AWARD

RECOMMENDATION

1. That Council adopt **Resolution No. 2026-02** approving the acceptance of the conditional award for a First-Time Homebuyer Mortgage Assistance Program in the amount of $1,000,000 through the State of California's Department of Housing and Community Development's (HCD) CalHome Program.

2. The City authorizes the City Mayor or designee(s), to execute, in the name of the City of Avenal, all required documents and any amendments thereto.

BACKGROUND

On December 12, 2024 (amended on January 14, 2025, and January 17, 2025) HCD released the 2024 Homeownership Super Notice of Funding Availability (HOSN) for approximately $176.8 million in funds for the CalHome Program ($143.1 million) and Joe Serna, Jr. Farmworker Housing Grant Program ($33.7 million).

Eligible activities predominately benefit low- and moderate-income Californians. The City submitted an application for First-Time Homebuyer Assistance Program in the amount of $1,000,000 totaling $1,000,000 on March 12, 2025.

On October 12, 2025, HCD made a conditional CalHome grant award to the City for the following:

- First-Time Homebuyer Mortgage Assistance Program: $1,000,000

DISCUSSION

A resolution to accept the acceptance of the conditional award of $1,000,000 for First-Time Mortgage Assistance within the City limits, under the 2024 CalHome Program.

The maximum assistance provided for First-Time Mortgage Assistance shall not exceed 40% of the purchase price, not to exceed $200,000.

FISCAL IMPACT

There is no General Fund impact associated with this action. All program costs, including administrative and activity delivery costs, will be funded through the awarded CalHome Funds.

ATTACHMENTS

Attachment 'A': Resolution No. 2026-02

RESOLUTION OF THE GOVERNING BODY OF
CITY OF AVENAL

2024 Homeownership Super NOFA (HOSN), CalHome, Round 2

RESOLUTION NO.: **2026-02**

First Time Homebuyer Mortgage Assistance

WHEREAS, the California Department of Housing and Community Development ("Department"), as authorized by the California General Fund, CalHome Proposition 46 and Proposition 1C, and the Building Homes and Jobs Act (Sen. Bill No. 2 (2017-2018 Reg. Sess) §1: 2022 and 2023 CalHome has issued a Homeownership Super Notice of Funding Availability**, dated December 12, 2024 and amended on January 14, 2025 and January 17, 2025** ("Homeownership Super NOFA"). The Homeownership Super NOFA provides funding under the following programs for homeownership: the CalHome Program and the Joe Serna, Jr., Farmworker Housing Grant Fund.

WHEREAS, **City of Avenal,** a City ("Public Entity"), submitted an application to the Department in response to the Homeownership Super NOFA (the "Application") and was determined to be an eligible Grant Recipient under one or more of the foregoing programs (the "Program(s)") pursuant to that certain conditional award letter, dated **October 27, 2025** (the "Conditional Award Commitment").

WHEREAS, pursuant to the Conditional Award Commitment, the Department made conditional awards to the Public Entity as follows:

Program	Award
CalHome Program **First Time Homebuyer Mortgage Assistance (MA)**	1,000,000

WHEREAS, each and all of the awards expressly identified above will hereinafter be referred to, both individually and collectively, as the "Program Award."

NOW, THEREFORE, IT IS RESOLVED, that the Public Entity is hereby authorized and directed to act in connection with the Program Award.

RESOLVED FURTHER: Public Entity is hereby authorized and directed to accept and incur an obligation for the Program Award. That in connection with the total amount of the Program Award, the Public Entity is authorized and directed to enter into, execute, and deliver one or more, Standard Agreement(s), and any and all other

documents required or deemed necessary or appropriate to secure the Program Award from the Department and to participate in the relevant Program(s), and all amendments thereto (collectively, the "Program Award Documents").

RESOLVED FURTHER: Public Entity acknowledges and agrees that it shall be subject to the terms and conditions specified in the, Standard Agreement(s), and that the Homeownership Super NOFA and the Application will be incorporated by reference therein and made a part thereof. Public Entity also acknowledges and agrees that any and all activities, expenditures, information, and timelines represented and described in the Application are enforceable through the relevant, Standard Agreement(s). Public Entity also acknowledges and agrees that Program Award funds are to be expended only on the eligible uses and activities identified in the relevant, Standard Agreement(s).

RESOLVED FURTHER: That City Mayor or his or her designee is hereby authorized to execute the Program Award Documents on behalf of the Public Entity.

AYES:

NOES:

ABSTAIN:

ABSENT:

_____	ATTEST:	_____
Alvaro Preciado, Mayor CITY OF AVENAL		MARIA A. ORTIZ, City Clerk CITY OF AVENAL

CERTIFICATE OF THE **CITY CLERK** OF THE PUBLIC ENTITY

The undersigned, **City Clerk** of the Public Entity, does hereby attest and certify that the foregoing is a true, full and correct copy of a resolution that was duly adopted by the Public Entity's governing body on **[DATE]**, and that the resolution has not been altered, amended, modified, repealed, rescinded, or annulled.

DATE: _____

_____
[Full Name] City Clerk

Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.

NOTICE AND INSTRUCTIONS

1. **Notice.** The Department is providing this template Authorizing Resolution as informational guidance only. This language and the table may require modification and customization in order to accurately reflect your entity and/or your entity's participation in the relevant Program(s). Accordingly, the Department encourages each entity to consult with professional legal counsel during the development of its own formal, legally binding statement that it is authorized to participate in the relevant Program(s). Please note, however, that any limitations or conditions on the authority of the signatory or signatories to execute the Program Award Documents may result in the Department rejecting the Authorizing Resolution.

2. **Accuracy, Verification.** The Department will verify that this Authorizing Resolution comports with the legal authority of the entity's governing body. The entity must timely notify the Department, in writing, of any factors that limit its ability to provide an Authorizing Resolution which is materially consistent with this template.

3. **Authorized Signatory or Signatories, Designee.** As a public entity, the entity may designate an authorized signatory by identifying only the title of that individual. The entity may authorize multiple signatories, so long as there is clarifying language as to whether the signatories are authorized to execute the Program Award Documents individually or collectively. In addition, the entity may authorize a designee of the authorized signatory to execute the Program Award Documents. In such case, the entity must append a supporting document (e.g., memorandum, meeting notes of official action), which indicates the name and title of the designee who is authorized to legally bind the entity.

4. **Certification of Authorizing Resolution.** The individual who certifies the Authorizing Resolution cannot also be authorized to execute the Program Award Documents on behalf of the entity.

AGENDA ITEM NO. 6. A. 1

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766

TO: **The Honorable Mayor and City Council**

FROM: **Antony V. López, City Manager**

DATE: **January 08, 2026**

RE: **Presentation by Lupe Villa, Registrar of Voters of the County of Kings**

INFORMATION:

Due to a lack of a quorum on **December 11, 2025**, the regular City Council meeting scheduled for that day was actually not held. After City Hall learned that there would be no quorum, Staff reached out to persons who would be in attendance, including to Mr. Lupe Villa, Registrar of Voters of the County of Kings who was informed approximately an hour before the scheduled start time. Mr. Villa traveled from Hanford to Avenal anyway and entered the Council's meeting chamber and attempted to provide some documentation intended for the Council to one Council member.

The Office of the City Manager eventually learned that Mr. Villa threatened to call a recall election for the City of Avenal, even though he is not the City's Elections Official under Elections Code § 11002(b). Currently, the Avenal City Clerk serves as the City's Elections Official and she has never authorized anyone not employed by the City of Avenal to carry out any of the official duties of the City's Elections Official, including (without limitation) those under **Elections Code §§ 11227, 11224, 11220, and 11222(b)**. By way of email, Staff informed Mr. Villa that **Elections Code § 11240** requires that the "governing body" be presented with a certificate of sufficiency at a "meeting" and that his attempt to present any such certificate(s) on **December 11, 2025** did not satisfy the requirements of a "meeting" because of the lack of a quorum of the members of the City Council.

When Mr. Villa continued to threaten to call a recall election, the Office of the City Attorney faxed and mailed a letter to Mr. Villa on **December 25, 2025**, further explaining to Mr. Villa that he had no authority to present certificates of authority when a formal "meeting" of the City Council did not actually occur, and in fact he had no authority to attempt to carry out the duties of the City's Elections Official, which include accepting, reviewing and approving a municipal recall petition. As of the time this report was prepared, neither Mr. Villa nor anyone else from the County of Kings has responded to the City Attorney's letter, to clarify how Mr. Villa or anyone other than the City Clerk might have lawful authority in the recall process for municipal officers of an incorporated city, particularly when there is no agreement for County ROV elections services.

Mr. Villa was informed that he will be allowed to make a presentation to the City Council during today's meeting. However, it is unclear what his current position is and whether he will continue to impersonate the City's Elections Official in the recall process.

AGENDA ITEM NO. 6. A. 1

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766

RECOMMENDATION

No action needs to be taken in open-session.

After consultation with the City Attorney, Staff recommends that the City proceed with seeking review of this dispute with an unbiased member of the State or federal judiciary, if the County of Kings and its Registrar of Voters should attempt to usurp the authority of the City's Election Official and proceed with attempting to schedule a municipal recall election; and to also seek other appropriate judicial relief, which can include a judicial determination that any purported recall petitions handled by the County, instead of the City's Elections Official, are null and void.

FISCAL IMPACT

The Registrar of Voters of the County of Kings posted on its website an estimate for recall election services which could cost the City up to $66,750.00. Normally, election reimbursement is substantially less.

At this time no budget amendments are necessary.

Attachments:

1. ROV's Estimate for Recall Election Services

COUNTY OF KINGS
ELECTIONS DEPARTMENT
1-800-289-9981 ext. 4401 / 559-852-4401
FAX: (559) 585-8453

Lupe Villa
Registrar of Voters
1400 W. Lacey Blvd. Bldg. #7
Hanford, California 93230
Elections@CountyofKings.com

June 25, 2025

City of Avenal Recall Election

To whom it may concern:

The Kings County Elections Office has received inquiries regarding the process to recall Council Members of the City of Avenal. Additionally, On June 23, 2025, we received a request for the estimated cost associated with the cost of a Recall Election in the City of Avenal.

The estimate for a recall election in the City of Avenal will be $51,250.00 to $66,750.00. **Please be advised that this is an estimate only.** It is based on the current registration total for this district of 2,147 registered voters, historical election data and current rates for supplies and services that are subject to change. The actual cost to conduct the election may be more or less than this amount.

Sincerely,

Emily Oliveira
Elections Supervisor

ORIGINAL

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766

TO: **The Honorable Mayor and City Council**

FROM: **Antony V. López, City Manager**

DATE: **January 8, 2026**

RE: **Investments 101 Presentation and Consider Possible Approval for Agreement for Investment Advisory Services with Optimized Investment Partners, LLC**

INFORMATION:

The City has historically invested surplus cash in LAIF and a demand deposit account. However, the City seeks a more proactive investment strategy to maximize returns on its investments and to create stability in interest income considering recent economic factors and market volatility. The City's current cash management strategy exposes the City's portfolio to interest rate risk. This agreement will include comprehensive cash management which will allow for 90-95% portfolio utilization in a laddered investment strategy which insulates the City from interest rate declines.

After reviewing Optimized Investment Partners LLC (OIP)'s qualifications, references, and competitive bids from other municipalities, as well as comparing the firm's strategy to the City's current portfolio management strategy, staff determined OIP is best suited to meet the City's needs. OIP offers unique services including cash-flow modeling, investment policy review, monthly account monitoring, ensuring regulatory compliance, and continuous investment advice.

RECOMMENDATION:

Staff recommends that the City Council Receive the Investments 101 Presentation with Optimized Investments Partners, LLC (Attachment A) and approve an Agreement for Professional Services with Optimized Investment Partners, LLC (Attachment B) for investment advisory services.

Staff recommends that Council approve a three-year agreement with Optimized Investment Partners, LLC (OIP) for investment advisory and management services, with the option to extend twice via one-year extensions. This will allow the City to maximize investment returns and stabilize interest earnings, generating additional revenue to support critical municipal services. Optimized Investment Partners will also provide advanced cash flow modeling and active cash management to ensure the City's liquidity needs are met and that the City can optimize interest revenue.

RATIONALE FOR ACTION:

Optimized Investment Partners (OIP) provides comprehensive investment advisory services that include detailed cash-flow modeling, monthly cash-position analysis, and continuous portfolio oversight aimed at maximizing returns while maintaining liquidity. Their approach integrates the City's operational budget, capital improvement plans, and fund structures into a unified investment strategy, ensuring the City's resources remain aligned with financial needs while enhancing long-term performance and fiscal stability.

Cooperative Purchasing and Procurement Efficiency
The City may engage OIP through cooperative purchasing, which allows public agencies to contract in cooperation with competitively bid agreements awarded by other entities. Many agencies include such provisions in their procurement policies, enabling them to "piggyback" on existing contracts without conducting a full competitive solicitation.

OIP was awarded contracts through competitive bidding processes by the City of Coalinga and the City of Del Mar, agreements that the City of Avenal can utilize in cooperation with these agencies. Leveraging these existing competitively procured contracts provides a timely and cost-effective path to securing high-quality investment advisory services. It also avoids the substantial opportunity cost associated with delaying investment activities for a separate procurement effort; lost investment earnings during such delays would far exceed any potential savings from conducting a new bid.

Recently, the Finance Manager spoke with the Finance Director of the City of Coalinga regarding their experience with Optimized Investment Partners. Their feedback was positive, noting strong communication, responsive service, and measurable improvements in investment oversight. Additionally, the City Manager spoke with the Mayor of Lemoore, who also gave a glowing review, citing satisfaction that the City's money was being productive in helping back the City.

Firm Qualifications
OIP is an investment advisory firm located in San Diego County that is registered with the Securities Exchange Commission. OIP specializes in investment advisory services for California cities and special districts. Their team consists of highly skilled professionals with extensive municipal finance experience, particularly in supporting small to mid-sized agencies. OIP currently serves 27 municipalities with total assets under management of approximately $510 million.

Investment Strategy and Portfolio Optimization
The City's investment strategy under consideration includes a multi-year laddering approach designed to take advantage of higher interest rates currently available in the market. This approach aims to stabilize interest earnings and generate consistent long-term returns. OIP will support this strategy through rigorous cash-flow modeling and monthly liquidity reviews to ensure the City maintains sufficient funding for daily operations.

Key differentiators of OIP's methodology include:

- **Integrated cash-flow modeling:** OIP incorporates all City funds, budgets, capital plans, and cyclical revenue patterns to identify significantly more investable funds than competitors. This allows the City to increase portfolio utilization to 90-95%, which will allow for interest income optimization.
- **Active cash management:** OIP performs monthly cash-position analyses to optimize investment opportunities while ensuring the City's liquidity needs are met.
- **Customized laddering:** OIP designs multi-year investment ladders tailored to the City's cash-flow needs and liquidity requirements. This approach captures higher available yields, created predictable interest earnings, and ensures maturities align with operational and capital expenditure timelines.

Custodial Structure and Safeguards
The City will establish a custodial agreement with an authorized third-party bank to hold all investments, with OIP providing advisory support. This structure ensures proper checks and balances, as OIP will not hold, manage, or have access to City funds; their role is strictly advisory, recommending investments that comply with state law and the City's investment policy.

Fee Structure
OIP's fee is based on assets under management (AUM) and is set at a flat rate of 0.12% (12 basis points). This fee covers all investments held in custodial, pooled, or investment-related accounts, excluding general checking account balances. There are no additional fees or reimbursement costs unless in-person meetings are requested by the City.

Legal Review
Following review, the City Attorney expressed no opposition to the proposed engagement with OIP and confirmed that the cooperative purchasing approach is legally sound. The agreement will also include a 30-day termination clause, allowing the City to discontinue services at any time should performance not meet expectations.

FISCAL IMPACT

If the Council would like to proceed with authorizing the City Manager to engage in an agreement for investment advisory services with Optimized Investment Partners LLC, Optimized Investment Partners will actively manage the City's cash surplus which will ensure monthly value with cash management, taking advantage of market opportunities to improve future yields, and to appropriately ladder the investment portfolio to ensure resiliency and consistent revenue into the future. They will also help to ensure that the City stays in compliance with the California government code.

By contracting Optimized Investment Partners for investment advisory services, it is anticipated that they will generate an additional $16,250 in revenue per month for the first 12 months, based on current interest rates. Their fee is approximately $950 per month. This is a projected positive net fiscal impact of $15,300 per month. The fee is subject to change based upon the fluctuations of the amount of assets under management (AUM) and is set at a flat rate of 0.12% (12 basis points) as specified in the advisory contract.

ATTACHMENTS

Attachment A – Investments 101 Presentation by Optimized Investment Partners, LLC
Attachment B – Agreement for professional services-Optimized Investment Partners, LLC



OPTIMIZED
Investment Partners

INVESTMENTS 101 PRESENTATION

City of Avenal
CALIFORNIA

Agenda

- Investment Requirements
- Permitted Investments
- The OIP Advantage
- Interest Revenue Projections
- The OIP Process
- Success Stories
- FAQ

CITY OF AVENAL'S INVESTMENT REQUIREMENTS

ANNUAL INVESTMENT POLICY UPDATE (GC SECTION 53646)

INVESTMENT OF SURPLUS

Government agencies must comply with California Government Code (GC Section 53600)

PRUDENT INVESTOR STANDARD

Trustees shall act with care, skill, prudence, and diligence. (GC Section 53600.3)

REPORTING

Monthly or Quarterly reporting to the governing body outlining cash assets invested, investment types, purchases, sales, market conditions, and affirming agency projection of sufficient cash availability to meet operating needs. (GC Section 53607)

SAFEGUARDS

Safety of Principal, Liquidity, and Yield (GC Section 53600.5)

PERMITTED INVESTMENTS GC 53601

GOVERNMENT CODE PERMITTED INVESTMENTS	EXISTING POLICY PERMITTED INVESTMENTS	RECOMMENDED PERMITTED INVESTMENTS
US Treasury Notes, Bonds, and Bills	YES	YES
Federal or US Government Sponsored Enterprises (GSEs)	YES	YES
Negotiable Certificates of Deposit (CDs)	YES	YES
Shares of Beneficial Interest Issued by Joint Powers Authorities - JPA Pools (CAMP, CalTRUST, CLASS)	NO	YES
Local Agency Investment Fund (LAIF)	YES	YES
County Investment Pool	YES	YES
Bonds, Notes, Warrants, or Other Evidences of Indebtedness of a Local Agency within California	NO	NO
Bonds Issued by the Local Agency	NO	NO
Bonds of this State and Other 49 States	NO	NO
Medium Term Notes	NO	NO
State Warrants or Treasury Notes/Bonds	NO	NO
Shares of Beneficial Interest	NO	NO
Asset Backed/Mortgage-Backed Securities	NO	NO
Banker's Acceptance	YES	NO
Commercial Paper	NO	NO
Commercial Paper, Debt Securities, or Other Obligations of a Public Bank	NO	NO
Investments by Trustees or Fiscal Agents	NO	NO
Repurchase Agreements and Reverse Repurchase Agreements	YES	NO
Securities Secured by First Priority Interest (Notes/Bonds/Other Obligations)	NO	NO
Supranationals	NO	NO

OIP'S VALUE ADDED SERVICES



ANNUAL INVESTMENT POLICY REVIEW AND ADOPTION

Provide Annual Investment Policy Review and Recommendations for Updates



COMPLIANCE

Ensure and Maintain Regulatory Compliance with All Applicable Government Codes and Standards



COMPREHENSIVE CASH FLOW MODELING AND LADDERING STRATEGY

Perform an Initial Historical Analysis and Cash Flow Model, Provide Monthly or More Review, and Continuous Investment Monitoring



EDUCATIONAL PRESENTATIONS

Deliver Investments 101 and On-Going Support in Municipal Fund Management



INVESTMENT OF LIQUID FUNDS

Provide Active Cash Management and Optimize Investment Performance While Maintaining Sufficient Liquidity



TRANSPARENT REPORTING

Prepare Council Agenda Items, Staff Reports, and Monthly or Quarterly Reports

OPTIMIZED Investment Partners

INVESTMENT MANAGEMENT APPROACHES

COMMON APPROACH

- Passive: Most of the money is in checking. Some funds invested in county or state investment pools. Liquid, but low yields. Exposes the portfolio to interest rate risks.
- Active: Somewhat diverse over a 5-year period, cookie-cutter, impersonal and out-dated.

THE OIP ADVANTAGE

- Cash flow modeling and cash management that utilizes more funds for the investment portfolio and honors liquidity needs.
- Reporting and compliance included with our service.
- Safer, provides budgetary resiliency, and optimizes yields.
- A customized approach that incorporates budgets and CIP Programming.
- Government expertise.

THE OIP ADVANTAGE: KEY POINTS

ACTIVE MANAGEMENT

Tailored investment strategies based on the City's unique cash flow needs allows for optimized returns and honors liquidity needs.

BUDGETARY RESILIENCY

An optimized laddering strategy secures the best available rates while keeping funds productive until needed, ensuring stability in budgeted interest income.

REDUCING INTEREST RATE RISK

Liquid investments are highly sensitive to market fluctuations. Locking in rates with appropriate tools and time horizons provides more predictable and guaranteed returns.

OPTIMIZED Investment Partners

PERFORMANCE IMPACT

	WITHOUT OIP	WITH OIP	IMPROVEMENT
FY 2025-2026 BUDGETED INTEREST REVENUE	$111,700	$288,000	$176,300
PROJECTED YEAR 1 INTEREST REVENUE	$125,000	$320,000	$195,000
PROJECTED YEAR 2 INTEREST REVENUE	$90,000	$330,000	$240,000

**Based on original projections, subject to change based on current interest rates and are not a guarantee of future returns.*

OPTIMIZED Investment Partners

THE OIP PROCESS

Step 1

After contract approval, OIP performs a comprehensive cash flow model analysis.



Step 2

OIP assists the City with confirming or establishing custodial/trust and broker/dealer accounts.



Step 3

OIP creates a strategic investment plan that outlines initial portfolio structure and receives approval from the City.



Step 4

A meeting is held with OIP, the broker/dealer and your team to purchase investments.



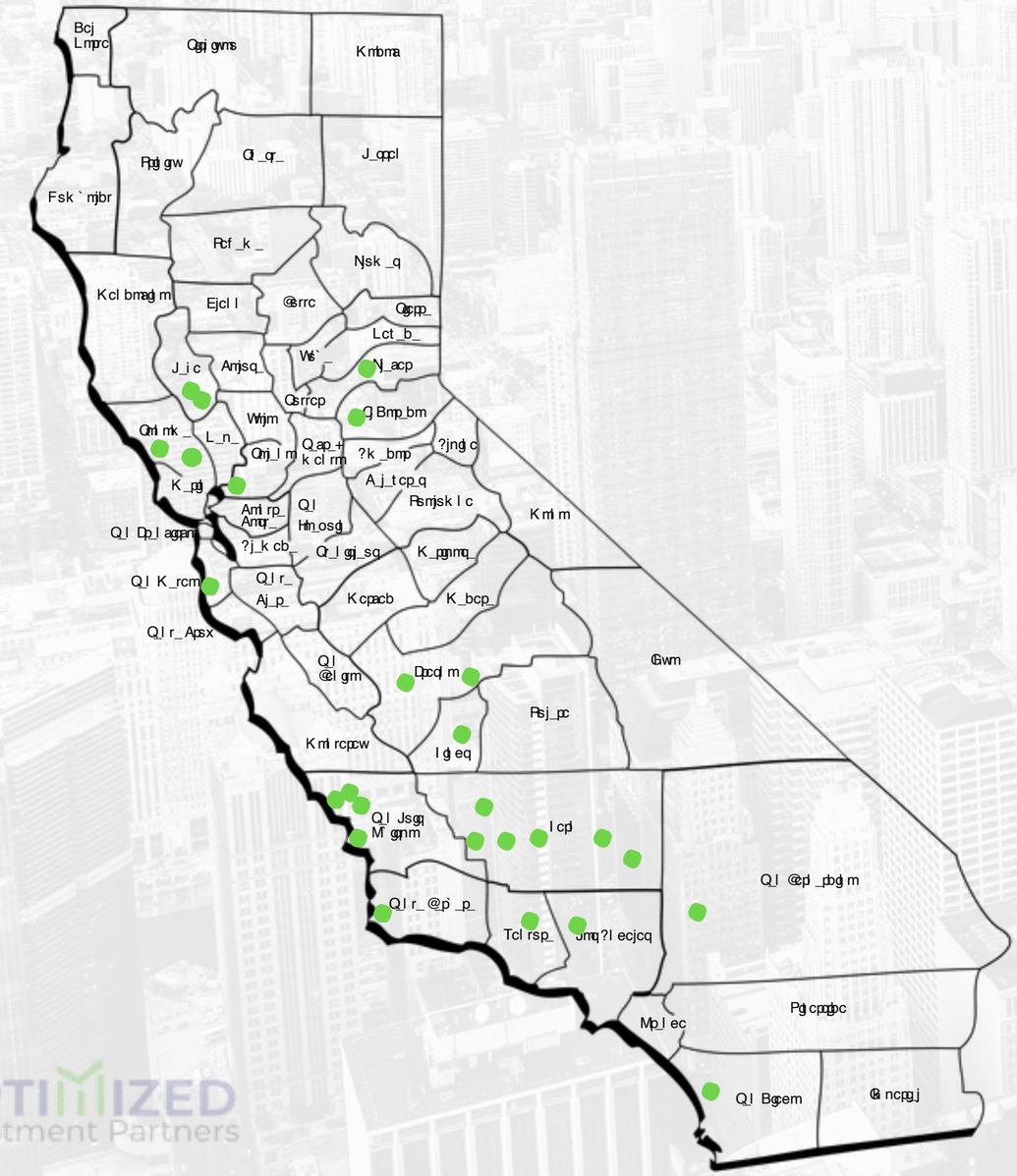
Continuous Management

OIP actively monitors all accounts and provides monthly or more recommendations.



OPTIMIZED Investment Partners

SUCCESS STORIES



Cities/Towns

- City of Buellton
- City of Coachella
- *City of Coalinga*
- City of Cotati
- City of Del Mar
- City of Fontana
- *City of Lemoore*
- *City of Sanger*
- City of Sonoma
- City of Suisun City
- Town of Loomis

Community Services Districts

- Arvin Community Services District
- Cayucos Sanitary District
- Cambria Community Services District
- Golden Hills Community Services District
- Los Osos Community Services District
- Oceano Community Services District
- Stallion Springs Community Services District

Special Districts

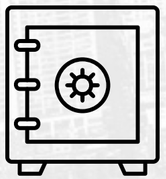
- Georgetown Divide Public Utility District
- Greenfield County Water District
- Lake County Fire Protection District
- Northshore Fire Protection District
- Rancho Simi Recreation and Park District
- San Mateo County Harbor District
- San Gabriel Valley Mosquito and Vector Control District
- Tehachapi-Cummings County Water District
- West Side Mosquito & Vector Control District

FAQ



HOW DOES OIP FREE UP CITY STAFF'S TIME?

OIP produces monthly or quarterly reports, staff reports, and investment policies and revisions, and relieves City staff of the burden of staying informed in the government investment landscape.



HOW DOES OIP KEEP THE CITY'S MONEY SAFE?

OIP utilizes high quality investments, optimized laddering, and checks and balances.



WHAT IS CASH FLOW MODELING AND CASH MANAGEMENT?

OIP analyzes historical data, budgets, and current data to optimize returns and minimize idle cash.



HOW IS OIP DIFFERENT FROM OTHER INVESTMENT ADVISORS?

OIP delivers individualized, first-class, service standards, and a customized approach which is backed by extensive government expertise.

OPTIMIZED Investment Partners



OPTIMIZED
Investment Partners

THANK YOU!

Important Disclosures

Investment Advisory Status

Optimized Investment Partners, LLC (“OIP”) is a registered investment advisor with the U.S. Securities and Exchange Commission (SEC). The views expressed herein reflect OIP’s opinions as of the date of this presentation and are subject to change without notice. This material does not constitute an offer to buy or sell any securities.

Projections and Forward-Looking Statements

Any references to financial outcomes, interest rates, or market conditions are for illustrative purposes only and should not be interpreted as guarantees. Projections are based on current assumptions and are subject to change. Actual results may vary due to market fluctuations and other unforeseen factors.

Investment Risks

Investing involves risk, including the potential loss of principal. Past performance does not guarantee future results. Economic conditions, market volatility, and changes in investment strategy may significantly impact performance. Fixed income investments carry risks including interest rate, credit, and market risk—particularly in environments with rising interest rates.

Performance Reporting

Performance figures are presented gross of advisory fees and include reinvested dividends. Advisory fees, if applied, will reduce overall performance. Benchmark and index performance shown does not reflect transaction costs, custodial fees, or advisory fees.

Legal and Advisory Disclaimer

This presentation is for informational purposes only and should not be considered specific investment, legal, or tax advice. Opinions expressed are based on current market conditions and may change at any time. Information may become outdated or superseded without notice.

AGREEMENT FOR PROFESSIONAL SERVICES
TO PERFORM INVESTMENT ADVISORY SERVICES

This AGREEMENT is entered into this _____ of January, 2026, by and between the City of Avenal, a municipal corporation ("CITY") and OPTIMIZED INVESTMENT PARTNERS, LLC. ("Optimized" OR "ADVISER").

RECITALS

A. The City desires for Investment Adviser to provide non-discretionary Investment Advisory services related to the City's investment portfolio for investment of surplus funds to achieve preservation of capital and maintain appropriate levels of liquidity at market yields.

B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for advisory services to accomplish this work.

C. The Adviser warrants to the City that it has the licenses, qualifications, and experience to perform the services under this Agreement.

D. The City desires to contract with the Adviser to perform the services as described in Attachment A "The Proposal."

NOW, THEREFORE, based on the foregoing recitals, the City and the Adviser agree as follows:

1. CONSIDERATION AND COMPENSATION

A. As partial consideration, ADVISER agrees to perform the work listed in the SCOPE OF SERVICES, attached as Attachment A "The Proposal."

B. As additional consideration, ADVISER and CITY agree to abide by the terms and conditions contained in this Agreement.

C. As additional consideration, CITY agrees to pay ADVISER for ADVISER's services, based on "Compensation" as reflected in Attachment A "The Proposal," unless otherwise specified by written amendment to this Agreement. City Manager is authorized to allow an additional amount not to exceed twenty percent (20%) of the total estimated amount under this Agreement.

D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the Administrative Services Director or his/her designee.

E. ADVISER shall submit monthly invoices to CITY. CITY shall pay ADVISER all uncontested amounts set forth in ADVISER's invoice within 30 days after it is received.

2. SCOPE OF SERVICES.

A. ADVISER will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Attachment A "The Proposal" and incorporated herein by this reference.

B. Except as herein otherwise expressly specified to be furnished by CITY, ADVISER will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of ADVISER by this Agreement.

C. Optimized's attendance or participation at any publicly noticed meeting (in addition to the one virtual meeting included in the scope of services section), whether such participation is in person, digital, video and/or telephonic (e.g., City Council, Planning Commission, Public City Board, other), as requested by Client is in addition to stated compensation schedule (Additional Task) and will be billed at the professional services (hourly) fees as shown on Attachment A "The Proposal," Exhibit 1.

D. Optimized's services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Optimized's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Optimized. Client acknowledges that Optimized's use of work product is limited to the purposes contemplated within this Agreement. Optimized makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement

3. PAYMENTS. For CITY to pay ADVISER as specified by this Agreement, ADVISER must submit a monthly invoice to CITY in accordance with the schedule of compensation incorporated in Attachment A "The Proposal." For the convenience of OPTIMIZED's clients, we offer a secure ACH payment method. Bank account information provided on a separate form after contract execution. Services will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A "The Proposal," Exhibit 1. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations. All standard deliverables will be provided electronically. No additional out-of-pocket expenses are assumed unless specifically requested by Client. The first monthly invoice will be generated after investment recommendations have been approved by Client and funds have been invested. Fees will not be charged on assets in City checking (i.e., demand deposit) accounts. Fees are charged on the ending monthly custodial bank balance, assets invested in certificates of deposit, and pooled account assets including cash and investments, as reported by the custodial bank, broker/dealers, other banks, and pooled account administrators. Optimized will submit an invoice calculated monthly with a statement provided.

4. **TIME OF PERFORMANCE.** The services of the ADVISER are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the City's reasonable satisfaction, in accordance with the schedule incorporated in Attachment A "The Proposal", unless extended in writing by the CITY.

5. **FAMILIARITY WITH WORK.** By executing this Agreement, ADVISER represents that ADVISER has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. **LIMITATION OF DAMAGES.** In the event Optimized is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Optimized has received from Client.

7. **KEY PERSONNEL**. ADVISER's key person assigned to perform Investment Advisory services under this Agreement is David Bilby. ADVISER shall not assign other persons to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

8. **TERM OF AGREEMENT**. The term of this Agreement shall commence upon execution by both parties and shall expire pursuant to Attachment A "The Proposal", unless earlier termination occurs under Section 12 of this Agreement, or this Agreement is extended in writing in advance by both parties.

9. **CHANGES**. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by ADVISER and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

10. **TAXPAYER IDENTIFICATION NUMBER.** ADVISER will provide CITY with a Taxpayer Identification Number.

11. **PERMITS AND LICENSES.** ADVISER will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

12. **TERMINATION.**

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice will be in writing at least 30 days before the effective termination date.

B. ADVISER may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

C. In the event of such termination, the ADVISOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by ADVISER shall, at City's option, become City's property, and ADVISER will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

D. CANCELLATION PERIOD. If a copy of Optimized's ADV brochure has not been provided at least 48 hours prior to the signing of this document, the City is afforded a five-day cancellation option.

13. INDEMNIFICATION.

A. ADVISER shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost of every nature resulting from ADVISER's negligent or wrongful performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY.

B. The requirements as to the types and limits of insurance coverage to be maintained by ADVISER as required by Section 18, and any approval of said insurance by CITY, is intended to and will limit or qualify the liabilities and obligations otherwise assumed by ADVISER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

14. ASSIGNABILITY. This Agreement is for ADVISER's professional services. ADVISER's attempts to assign the benefits or burdens of this Agreement without City's written approval are prohibited and will be null and void.

15. INDEPENDENT CONTRACTOR. CITY and ADVISER agree that ADVISER will act as an independent contractor and will have control of all work and the manner in which is it performed. ADVISER will be free to contract for similar service to be performed for other employers while under contract with CITY. ADVISER is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct ADVISER as to the details of doing the work or to exercise a measure of control over the work means that ADVISER will follow the direction of the CITY as it relates to the end results of the work only.

16. AUDIT OF RECORDS.

A. ADVISER agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. ADVISER agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. ADVISER further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. ADVISER will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

17. CORRECTIVE MEASURES. ADVISER will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. ADVISER will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of ADVISER to implement required corrective measures shall result in immediate termination of this Agreement.

18. INSURANCE REQUIREMENTS.

A. The ADVISER, at the ADVISER's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. If ADVISER has employees, Workers Compensation Insurance as required by law. The Adviser shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
2. General Liability Coverage. The ADVISER shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. The ADVISER shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the ADVISER arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. Professional liability insurance appropriate to the Adviser's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the completion of Adviser's services or the termination of this Agreement. During this additional 3-year period, Adviser shall annually and upon request of the City submit written evidence of this continuous coverage.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies eligible and authorized to do business in the State of California, or which is approved in writing by City.

C. The ADVISER shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

D. Failure on the part of the ADVISER to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.

19. **USE OF OTHER ADVISERS**. ADVISER must obtain CITY's prior written approval to use any Advisers while performing any portion of this Agreement. Such approval must include approval of the proposed Advisers and the terms of compensation. ADVISER must obtain CITY's prior written approval to using any Advisers (other than David Bilby or Robert Michalik) while performing any portion of this Agreement.

20. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the ADVISER of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the ADVISER for anything done, furnished or relating to the ADVISER'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the ADVISER, its employees, sub-Advisers and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Adviser, its employees, sub-Advisers and agents.

21. **NOTICES**. All communications pertaining to this Agreement to either party by the other party will be deemed made when received by such party at its respective name and mailing or email address as follows and receipt of communication is acknowledged in writing or by email:

City: City of Avenal
919 Skyline Blvd
Avenal, CA 93204
(559) 386-5766
Attention: Antony V. López
City Manager

Adviser: Optimized Investment Partners, LLC.
2212 Carol View Drive, 103
Cardiff, CA 92007
(619) 324-9531
Attention: Robert Michalik, COO

Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. All notices, requests, demands, and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified

or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

22. **INTERPRETATION.** This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in San Diego County.

23. **ENTIRE AGREEMENT; AMENDMENTS AND WAIVERS**. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

24. **LIMIT OF SCOPE OF WORK.** All services are provided by Optimized Investment Partners, LLC. (Optimized). Optimized is registered with FINRA through IARD as a registered investment adviser. Optimized is also registered with the United States Securities and Exchange Commission (SEC). Those personnel of Optimized providing Investment Advisory services are registered as investment advisors pursuant to the requirements of the state of California. Optimized is a registered investment advisor under the rules and laws of the State of California. Optimized is not a registered broker/dealer under the Securities Exchange Act of 1934 and does not provide broker/dealer services subject to those laws and the regulations thereunder. Optimized provides investment advisor and other services only in those jurisdictions where it is legally permitted to operate.

25. **TITLE AND CAPTIONS.** Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision herein.

26. **RULES OF CONSTRUCTION**. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

27. **EXPIRATION OF PROPOSAL FOR SERVICES.** If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.

28. **SEVERABILITY.** If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

29. **AUTHORITY/MODIFICATION**. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. City Manager, or designee, may execute any such amendment on behalf of CITY.

30. **ASSIGNMENT.** Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

31. **SUCCESORS & ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

32. **ACCEPTANCE OF ELECTRONIC SIGNATURES**. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

33. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

34. **FORCE MAJEURE.** Should performance of this Agreement be delayed or deemed impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party.

35. **TIME IS OF ESSENCE**. Time is of the essence to comply with dates and schedules to be provided.

36. **FURTHER ACTIONS.** The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

37. **CONFIDENTIALITY.** Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

38. **ATTORNEY'S FEES**. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses, and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

39. **STATEMENT OF EXPERIENCE**. By executing this Agreement, ADVISER represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capabilities to perform the Agreement in a manner satisfactory to CITY. ADVISER represents that its financial resources, surety and insurance

experience, service experience, completion ability, personnel, current workload, experience in dealing with private Advisers, and experience in dealing with public agencies all suggest that ADVISER is capable of performing the proposed contract and has a demonstrated capability to deal fairly and effectively with and to satisfy a public City.

40. **OWNERSHIP OF DOCUMENTS**. It is understood and agreed that the City shall own all documents and other work product of the Adviser, except the Adviser's notes and workpapers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Adviser, but any re-use of such documents by the City on any other project without prior written consent of the Adviser shall be at the sole risk of the City. Documents belonging to the City shall be transmitted to the City immediately and without delay upon any termination of this Agreement.

41. **DISCLAIMER.** Optimized's investment advisory services and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Optimized due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Optimized's analysis must consider the foregoing. Any material conflicts of interest have been disclosed within this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY:

City of Avenal

By: _____
Name: Antony V. López
Title: City Manager

Date: _____

ADVISER:

Optimized Investment Partners, LLC.

By: _____
Name: Robert Michalik
Title: COO

Date: _____

Attachment A (Proposal)

December 15, 2025

Antony V. López

City Manager

919 Skyline Blvd.

Avenal, CA 93204

Re: Proposal (Attachment A) for Investment Advisory Services to the City of Avenal

Dear Mr. López:

Optimized Investment Partners, LLC ("Optimized"), is pleased to present this proposal (**Attachment A**) to the City of Avenal ("Client" or "City") to provide investment advisory services related to the City's surplus funds portfolio to achieve preservation of capital and maintain appropriate levels of liquidity at market yields.

Optimized Investment Partners was formed for one reason. To serve you. Our president and CEO has been working in local government investments for over 19 years. He identified a huge disparity in the investment advisory industry. The larger agencies were offered more opportunities for services than smaller ones. Smaller agencies have been virtually ignored even though it's the smaller agencies that don't have the staffing resources to manage the diverse set of responsibilities required.

I. BACKGROUND AND OBJECTIVE

OPTIMIZED will provide specified professional investment advisory services consistent with California government code section 53600 as detailed in the scope of services section below. As a fiduciary to your City, Optimized will place preservation of capital as our top priority, while ensuring appropriate levels of liquidity for day-to-day operations. We will seek to earn market yields once the first two priorities have been achieved.

II. SCOPE OF SERVICES

OPTIMIZED proposes the following scope of work to assist Client with investment advisory services. Please note that the prospective assignment that OPTIMIZED proposes to provide are advisory in nature. OPTIMIZED will be making specific investment recommendations. None of OPTIMIZED's staff will act in a capacity as an elected official, an appointed official, as staff, or serve in a "designated" position.

1. Provide investment advisory services for all surplus funds identified by Optimized and Client in compliance with Government Code Section 53600 and other applicable government codes, local municipal codes, charters, and policies
2. Build a comprehensive cash-flow model to enhance liquidity management and increase the amount of funds invested in the investment portfolio
3. Investment Policy review and consulting
4. Provide general investment education to City Staff and Officials
5. Prepare reports of monthly/quarterly transactions
6. Monitor the credit of investment securities in the portfolio for compliance with the City's Investment Policy
7. Perform interest revenue projections as needed for analysis

8. If requested, deliver one virtual public presentation to a commission, special committee, or governing body (e.g. City Council, Board of Directors) of the City
9. As requested, assist with other compliance and audit review requirements as related to OPTIMIZED services, and/or attend publicly noticed City meetings.

III. SCHEDULE AND REQUIRED DATA

Optimized is prepared to commence work upon receipt of an executed Agreement. Client will promptly provide Optimized with project data requested, including three (3) years of cash transaction detail.

Days 1-7

- Kickoff meeting to discuss and confirm schedule
- Custodial account setup
- Broker/Dealer account setup
- Pool(s) account(s) setup

Days 7-14

- Portfolio recommendations
- Trade execution with Client broker/dealer

IV. COMPENSATION/TERM

Consultant shall receive compensation, including authorized reimbursements, for Services rendered under this Agreement at the rates set forth below. ***Contract will be in force for an initial three (3) years, with the option to extend twice via one (1) year extension(s).***

Investment Advisory Annual Fee Schedule		
Contract Year	**Annual Fee**	**Basis – Assets Under Management**
Year 1 Fiscal Year Ending June 30, 2026	12 basis points	Ending Monthly Custodial Bank Balance and Collateral Accounts*
Year 2 Fiscal Year Ending June 30, 2027	12 basis points	Ending Monthly Custodial Bank Balance and Collateral Accounts*
Year 3 Fiscal Year Ending June 30, 2028	12 basis points	Ending Monthly Custodial Bank Balance and Collateral Accounts*
Year 4 Fiscal Year Ending June 30, 2029	12 basis points	Ending Monthly Custodial Bank Balance and Collateral Accounts*
Year 5 Fiscal Year Ending June 30, 2030	12 basis points	Ending Monthly Custodial Bank Balance and Collateral Accounts*

*Based on the ending monthly custodial bank balance, assets invested in certificates of deposit, and pooled account assets including cash and investments, as reported by the custodial bank, broker/dealers, other banks, and pooled account administrators. Optimized will submit an invoice calculated monthly with a statement provided (Example: $9.5 million ending balance would be invoiced at $9.5 million * 0.0012= $11,400/12 = $950 monthly).

To the extent alternative assignments are requested, compensation for requested Additional Tasks (defined below) will be based on hours spent at OPTIMIZED's billing rates as shown on **"Exhibit 1."**

V. NON-DISCRETIONARY

This contract does not grant discretionary power to Optimized, or its representatives, and the contract will not be assigned by Optimized without the consent of the Client. Optimized must secure client permission prior to effecting securities transactions for the Client in the client's broker-dealer account(s).

Exhibit 1

Optimized Investment Partners, LLC.

2025-2026 City Fee Schedule

Professional Services

President & CEO	$350.00/hour
Senior Project Manager	$250.00/hour
Project Analyst / Project Research	$150.00/hour
Clerical Support	$ 75.00/hour

- **Additional Expenses**

  In addition to professional services (labor fees):

  1) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.

  2) If Optimized retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.

  3) Consultant's attendance or participation at any public meeting, in addition to 1 included virtual meeting in scope of services, whether such participation is in person, digital, video and/or telephonic *(e.g., City Council, Planning Commission, Public City Board, other)* requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this "Exhibit 1."

- **Charges for Court/Deposition/Expert Witness-Related Appearances**

  Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2026.

BEFORE THE CITY COUNCIL OF THE

CITY OF AVENAL

IN THE MATTER OF: APPROVAL OF THE AGREEMENT FOR PROFESSIONAL SERVICES WITH OPTIMIZED INVESTMENT PARTNERS LLC FOR INVESTMENT ADVISORY SERVICES	**RESOLUTION 2026-___**

WHEREAS, the City of Avenal recognizes the need enhance the management of its investment portfolio and ensure compliance with California Government Code Section 53600 et seq.;

WHEREAS, the City of Avenal and Optimized Investment Partners, LLC ("OIP") desire to enter into a Professional Services Agreement for investment advisory services;

WHEREAS, the Agreement provides for comprehensive investment advisory services, including cash flow modeling, investment policy review, compliance oversight, monthly and quarterly reporting, and continuous investment oversight to improve liquidity management and portfolio performance;

WHEREAS, the Professional Services Agreement with Optimized Investment Partners, LLC establishes an annual fee based on assets under management at a rate of twelve (12) basis points (0.12%); and

WHEREAS, the City Attorney has reviewed and approved the Agreement as to form, and the Finance Director has determined that the proposed fees are consistent with current market rates;

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON **JANUARY 8, 2026,** BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

_____ ATTEST: _____

ALVARO PRECIADO, Mayor
CITY OF AVENAL

MARIA A. ORTIZ, CITY CLERK
CITY OF AVENAL

****

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF AVENAL:

1. Approves the Agreement for Professional Services with Optimized Investment Partners, LLC for investment advisory services.
2. Approves the use of approximately $5,700 from the FY 2025/2026 budget, and approximately $11,400 from the FY 2026/2027 budget and future fiscal years for the term of the partnership.
3. Authorizes the City Manager, City Clerk, City Attorney, and all necessary City staff to execute all documents and take all necessary responsibilities under the agreement.

AVENAL POLICE DEPARTMENT

Cecilio Velasco, Chief of Police
317 E. Alpine St, Avenal, CA 93204
Bus. 559-386-4444 Fax 559-386-4447

Chief's Monthly Report
January 8, 2026

Organizational Priorities

I. Leadership Stability

- **Commander Rij continues to provide steady operational oversight and reliable administrative leadership.**
  Since the last report, he has focused heavily on improving fleet readiness. He coordinated the acquisition and upfitting of the 2025 Ford Interceptor purchased through the CHP grant as well as the 2026 Ford Interceptor funded through the SCIP grant, ensuring both units meet current patrol and safety standards. He also partnered closely with the City Yard to evaluate the four vehicles transferred from the City of Fresno, confirming they met mechanical benchmarks before moving to outfitting. His work reinforces continuity across patrol operations and ensures our fleet remains safe and functional.
- **Watch Commanders are preparing to advance their supervisory skillsets through POST-certified leadership training.**
  These courses are designed to strengthen their ability to oversee personnel, manage critical incidents, handle administrative responsibilities, and improve decision-making under pressure. This investment supports smoother shift operations and aligns our leadership practices with statewide professional standards.
- **Sergeant Gracida and Detective Ramos participated in ICAT training aimed at enhancing de-escalation and crisis-response capabilities.**
  The training, Integrating Communications, Assessment, and Tactics (ICAT), is an evidence-based approach to defusing critical incidents. It equips first responders with modern tools for safely resolving encounters involving individuals in crisis or armed with non-firearm weapons. The course includes scenario-based learning, communication strategies, and updated modules on identifying safe tactical approaches in dynamic situations. Their participation strengthens our department's commitment to safe, intelligent policing and reinforces supervisory stability as they bring these enhanced skills back to our agency.

II. Recruit and Retain the Best

- **The City concluded its negotiations with the APOA, resulting in an updated agreement that positions Avenal more competitively within the region.**
  This updated agreement positions the Avenal Police Department more competitively among agencies of similar size and within Kings County. This progress strengthens our ability to recruit quality applicants and retain our current employees by ensuring fair, market-aligned compensation.
- **Trainees Navarro is nearing final evaluation in the FTO program.**
  Officer Navarro has demonstrated consistent progress and adaptability throughout his training phases. Should he continue performing at this level, he is expected to transition into a solo assignment, directly strengthening patrol staffing during a critical period of operational growth.
- **Two seasoned officers were sworn in, enhancing the department's experience base.**
  Officer Mariano Sanchez, who previously served with APD, returned to continue his career in Avenal. Officer Anthony Guerra, who brings over ten years of law enforcement experience, also joined the team. Their maturity, familiarity with patrol work, and professional backgrounds will provide immediate support to field operations.

III. International Model of Community Trust

- **Community engagement remained active and visible throughout November and December.**
  The department participated in multiple events, including Trunk or Treat, Avenal High School Career Day, the City of Avenal Thanksgiving Turkey Drive, the Turkey Trot, Christmas Parade and Tree lighting, Santa on Patrol, and we also hosted the Battle of the Badges Blood Drive. These engagements help reinforce trust, visibility, and approachability, ensuring the community sees us as true partners in public safety.
- **The Explorer Program continues to expand and gain momentum.**
  Membership increased to seven active Explorers, with two more possible additional applicants. The group began participating in meetings, introductory instruction, and community activities. Uniform preparation is nearly complete, and the program continues to grow into a meaningful leadership and mentorship opportunity for Avenal youth. Our advisors have shown exceptional dedication, ensuring the program remains well organized and welcoming.
- **The AB 481 Military Equipment Community Meeting was held December 15th.**
  The meeting was held at the Avenal Theatre at 5:00 PM and provided the public with an opportunity to review and discuss the department's annual military equipment reports. Hosting this forum reflects our commitment to transparency and compliance with state oversight requirements, while also giving residents a platform to ask questions and understand how this equipment is used responsibly in Avenal.

IV. Among the Safest Cities in America

- **Part I crime trends remained largely downward throughout most of 2025.**
  While the department experienced a sustained reduction in Part I crime for the majority of the year, there were a few incidents toward the end of the year that are currently under active investigation. To preserve the integrity of these cases, specific details will not be discussed at this time. The public is assured that the department is working diligently to resolve these incidents and has increased patrol presence and visibility in identified areas of concern. A comprehensive year-end crime analysis for 2025 will be presented at the next council meeting where a Chief's Report will be given.
- **The Flock Safety Camera System has advanced beyond the CEQA phase.**
  The CEQA process has been completed, and the project is now in the encroachment application phase with Caltrans. The department is awaiting Caltrans approval before installation can proceed on state-controlled roadways. Once approved, the system will move forward toward full deployment.
- **Procurement for the department's new case management system remains underway.**
  This upgrade is a significant step toward replacing outdated software with a streamlined, integrated platform that will support more efficient reporting, digital evidence management, and investigative workflows.
- **Technology upgrades within the Investigations Bureau have been completed.**
  New computer systems and supporting equipment have been fully installed, providing detectives with updated tools to better manage caseloads, conduct research, and enhance investigative efficiency.

V. Embrace Wellness Among Our Employees

- **Employee wellness continues to be a central focus of leadership efforts.**
  Supervisors and command staff maintain ongoing communication with employees, reinforcing a work environment grounded in respect, professionalism, and openness. These regular touchpoints help ensure staff feel supported in both personal and operational matters.
- **Work-life balance and healthy outlets are encouraged department-wide.**
  With the holiday season underway, personnel are reminded to prioritize rest, family time, and personal well-being. Participation in recent community events has also provided positive outlets that support morale and strengthen camaraderie within the department.
- **APD remains committed to sustaining a culture that promotes resilience and growth.**
  A supportive environment not only benefits the individual but enhances the organization's long-term effectiveness. As staffing increases and operations expand, wellness initiatives will continue to evolve to meet employee needs.

Data for 2025

Month	Calls for Service	Officer Initiated Activity	Citations	Traffic Collisions	Arrests
January	763	397	12	3	20
February	710	390	8	2	24
March	770	389	8	5	32
April	723	369	16	6	26
May	873	456	13	4	28
June	722	336	31	2	20
July	848	472	27	6	28
August	903	515	26	5	26
September	760	438	14	5	29
October	760	423	22	8	24
November	765	423	17	1	29
December	1003	672	28	3	19

City of Avenal

TO: **Honorable Mayor & City Council**

FROM: **Antony V. Lopez, City Manager**

PREPARED BY: **Scott Davis, Public Works Director**

DATE: **January 2, 2026**

RE: **Public Works Monthly Report Nov./Dec. 2025**

INFORMATION:

7300 CODE ENFORCEMENT:
The Code Enforcement Department continues to work on property abatements. Illegal Venders coming in has slowed down. Lupe works flex hours to address the problem. There was some gang related graffiti on Skyline that was reported and taken care of in a timely manner.

SEE ATTACHED REPORT.

8100 PARKS & LANDSCAPE:
Staff continues to maintain Rice Park, landscaped areas on Skyline, Neighborhood Park, Skate Park, Sport Complex, the Ken Brown Public Safety Center, Elliott Park and the new Kids Park.

9000 ANIMAL CONTROL DEPARTMENT:
Staff continues to maintain the Animal Shelter. We are still having good numbers with the spay/neuter program with 18 for the public and 23 for the shelter Nov. Dec. combined. Rescue numbers were great in November with 52 and slowed down in December with 17 due to the holidays.

SEE ATTACHED REPORTS.

13000 STREETS:
Staff maintains city streets, signs, flags, and banners. Staff continues patching in town and on Plymouth Ave. as we have time. Staff installed 15mph signs on First Ave. from Mariposa St. north to the Middle School hoping to slow traffic down in that area.

14100 WATER DISTRIBUTION:
Staff continues to repair and maintain the distribution system within the City. November was quiet, with a few small leaks on service lines. We did have a leak on the 16" transmission line below tank three in December.

15000 WASTEWATER COLLECTIONS:
Staff continues to report monthly to Regional Water Quality Control Board regarding overflows. There were Fifteen (15) calls for sewer plugs, mostly caused from (non) flushable wipes. Staff continues the enzyme treatment for grease.

18000 VEHICLES, EQUIPMENT & BUILDING MAINTENANCE:
Staff continues to maintain city-owned property, vehicles, and equipment and continues monthly/quarterly reporting to SJVAPCD.

Monthly Report
November 2025

Vehicle Abatements

Total of Vehicles Tagged (private property)	00
City of Avenal Abatements	00
Voluntary Abetments	00
Pending	00

Property Abetments

Mailed Abetments	15
Courtesy Verbal Abetments	18
Courtesy Door Hangers	23
Abetments Completed	48
Pending	08

Miscellaneous Complaints

Illegal Business/Expired License	01
Stop Work/No Permit	02
Illegal Occupancy	01
Illegal Venders	01
Complaints Received	03
*Phone	00
*Walk In	00
Miscellaneous Inspections	48
Miscellaneous Meetings	03
Recycling Control	01
Graffiti Control	00
Water Waste Control (verbal and/or citations)	01
Weed Abatement (properties posted for cleanup)	00
Weed Abatement (completed)	00
Illegal Yard Sales/No Permits	00

Notes: Still flexing hours. Vendors did slow down. Also attended CACEO conference in Sacramento (California Association of Code Enforcement Officers) did learn and got updated to new laws and codes for the coming year. Also was recertified as Code Enforcement Officer.

City Of Avenal
Animal Control Activity Report

To: Scott Davis, Public Works Director
From: Raul Valadez, Animal Control Department
For: November 1, 2025 to November 30, 2025

Animal Control Activity Report

Total	Entries	57
	RETURNED TO OWNER	1
	ADOPTED	0
	DIED IN SHELTER	0
	EUTHANIZED	2
	ESCAPED FROM SHELTER	0
	REMAINING IN SHELTER	31
	DOGS RESCUED	23
	Brought in to the shelter for the month of November	**25**
DOG BITE(S)		1
	CITATIONS	0
	COMPLAINTS	16
	DOOR HANGERS	5
CATS DETAINED	#NAME?	1
	EUTHANIZED	0
	RESCUED	5
	REDEEMED	0
	ADPOTDED	0
Roosters/Chickens/Owls/Turtles, etc.		1
Deceased Animals		
	Dogs	3
	Cats	4
	Other Animals Deceased	0

City Of Corcoran
Animal Control Activity Report

To: Scott Davis, Public Works Director
From: Raul Valadez, Animal Control Department
For: November 1, 2025 to November 30, 2025

Animal Control Activity Report

Total Entries		47
	RETURNED TO OWNER	0
	ADOPTED	1
	DIED IN SHELTER	0
	EUTHANIZED	0
	ESCAPED FROM SHELTER	0
	REMAINING IN SHELTER	26
	DOGS RESCUED	20
	Brought in to the shelter for the month of November	**17**
DOG BITE(S)		0
	CITATIONS	0
CATS DETAINED		0
	EUTHANIZED	0
	RESCUED	0
	REDEEMED	0
	ADPOTDED	0
Roosters/Chickens/Owls/Turtles, etc.		0
Deceased Animals		
	Dogs	6
	Cats	7
	Other Animals Deceased	0

City Of Lemoore
Animal Control Activity Report

To: Scott Davis, Public Works Director
From: Raul Valadez, Animal Control Department
For: November 1, 2025 to November 30, 2025

Animal Control Activity Report

Total Entries		21
	RETURNED TO OWNER	1
	ADOPTED	0
	DIED IN SHELTER	0
	EUTHANIZED	0
	ESCAPED FROM SHELTER	0
	REMAINING IN SHELTER	11
	DOGS RESCUED	9
	Brought in to the shelter for the month of November	**3**
DOG BITE(S)		0
	CITATIONS	0
CATS DETAINED		0
	EUTHANIZED	0
	RESCUED	0
	REDEEMED	0
	ADPOTDED	0
Roosters/Chickens/Owls/Turtles, etc.		0
Deceased Animals		
	Dogs	4
	Cats	11
	Other Animals Deceased	0

City Of Avenal
Animal Control Activity Report

To: Scott Davis, Public Works Director
From: Raul Valadez, Animal Control Department
For: December 1, 2025 to December 31, 2025

Animal Control Activity Report

Total	Entries	44
	RETURNED TO OWNER	0
	ADOPTED	2
	DIED IN SHELTER	0
	EUTHANIZED	1
	ESCAPED FROM SHELTER	0
	REMAINING IN SHELTER	38
	DOGS RESCUED	3
	Brought in to the shelter for the month of December	**16**
DOG BITE(S)		1
	CITATIONS	0
	COMPLAINTS	12
	DOOR HANGERS	6
CATS DETAINED		1
	EUTHANIZED	0
	RESCUED	0
	REDEEMED	0
	ADPOTDED	0
Roosters/Chickens/Owls/Turtles, etc.		1
Deceased Animals		
	Dogs	4
	Cats	15
	Other Animals Deceased	0

City Of Corcoran
Animal Control Activity Report

To: Scott Davis, Public Works Director
From: Raul Valadez, Animal Control Department
For: December 1, 2025 to December 31, 2025

Animal Control Activity Report

Total Entries		36
	RETURNED TO OWNER	0
	ADOPTED	2
	DIED IN SHELTER	0
	EUTHANIZED	0
	ESCAPED FROM SHELTER	0
	REMAINING IN SHELTER	23
	DOGS RESCUED	11
	Brought in to the shelter for the month of December	**12**
DOG BITE(S)		2
	CITATIONS	0
CATS DETAINED		0
	EUTHANIZED	0
	RESCUED	0
	REDEEMED	0
	ADPOTDED	0
Roosters/Chickens/Owls/Turtles, etc.		0
Deceased Animals		
	Dogs	12
	Cats	19
	Other Animals Deceased	0

City Of Lemoore
Animal Control Activity Report

To: Scott Davis, Public Works Director
From: Raul Valadez, Animal Control Department
For: December 1, 2025 to December 31, 2025

Animal Control Activity Report

Total Entries		15
	RETURNED TO OWNER	1
	ADOPTED	1
	DIED IN SHELTER	0
	EUTHANIZED	0
	ESCAPED FROM SHELTER	0
	REMAINING IN SHELTER	10
	DOGS RESCUED	3
	Brought in to the shelter for the month of December	**5**
DOG BITE(S)		0
	CITATIONS	0
CATS DETAINED		0
	EUTHANIZED	0
	RESCUED	0
	REDEEMED	2
	ADPOTDED	0
Roosters/Chickens/Owls/Turtles, etc.		0
Deceased Animals		
	Dogs	4
	Cats	24
	Other Animals Deceased	0

AGENDA ITEM NO. 7- A.3

919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766
Fax: (559) 386-0629

TO: **The Honorable Mayor and City Council**

FROM: **Humberto Bermudez, Information Technology Director**

DATE: **January 6th, 2026**

RE: **Information Technology Monthly Report November-December 2025**

CURRENT PROJECTS:

Internet:

-Cal.Net ISP Project remains on hold until we find availability with the City Attorney

Phone System:

-Holiday scheduling conflicts delay Ooma AirDial Demo. Staff reschedules and is on track for a 3rd week of January 30 day test.

Services:

-Staff works with Canonical to prepare for 2 year in-place server software upgrade to avoid downtime.
-Staff continues performing regular security maintenance and documentation reporting.

Other:

-Staff prepares A/V equipment for holiday events.
-Continuing to maintain and report digital signage for RSUSD and KCBH.
-Continues to maintain the city website and provide tech support, and guidance across all facilities.

Date: December 11th , 2025
To: The Honorable Avenal City Council
From: Joshua McDonnell, City Planning Consultant
RE: Planning Activities

The following is brief summary of planning and zoning work conducted by our firm for the City of Avenal over the past month:

General:

- Staff responded to a variety of public and internal inquiries, addressed planning and zoning–related questions.
- Completed and reviewed multiple permit application submissions through OpenGov including but not limited to:
    - Certificates of Occupancy,
    - Business license applications,
    - Building permits,
    - Home Occupation Permits.
    - Site Plan Review
- Reviewed and responded to inquiries regarding proposed development projects submitted by community members and project applicants.

Current Planning:

- Coordinating with Self-Help Enterprises on developing Pre-Approved Master Plans for ADUs and JADUs.
    - What is it?
        - A set of pre-approved architectural and construction plans available for public use.

- Streamlines the permitting process by allowing applicants to select an already-approved design, reducing the need for custom designs.

Long Range Planning:

- Coordinating with Kings County on the Multi-Jurisdictional Housing Element
- Draft Housing Element has been reviewed by HCD.

Advocacy Update

Federal Lobbying

In Washington, D.C., this quarter was defined by continued gridlock on several major partisan issues, including long-term fiscal policy, immigration, and tax reform. That deadlock culminated in Congress failing to pass a short-term funding bill in early fall, resulting in a federal government shutdown. After several weeks of partial closure and growing public pressure, lawmakers approved a continuing resolution that reopened federal agencies and funds the government at last year's levels through January 30, 2026. While this measure restored operations, it simply delayed the core budget debates now underway as congressional leaders work to finalize a full-year spending package.

Our request for $4 million in federal support for the Avenal Water Storage Tank Project remains under active consideration. We continue working closely with Congressman David Valadao's office to ensure the project remains prioritized in FY 2026 appropriations discussions. At this time, there is no indication that community project funding submissions, including Avenal's, will be excluded from the final spending package.

State Lobbying

At the state level, the Legislature completed the first year of its two-year session, with Governor Newsom taking action on 917 bills and signing 794 into law. Measures that did not reach his desk automatically carry over into the second year, providing additional time for refinement, negotiations, and advancement.

This first year of the cycle helped establish the major policy themes driving Sacramento, including housing, homelessness, public safety, behavioral health reforms, climate resilience, and infrastructure modernization. Slower-than-anticipated tax revenues also made the 2025–26 budget cycle one of the tighter fiscal years in recent memory. The state relied more heavily on reserves, timing shifts, and limited one-time solutions rather than significant new funding commitments. For cities, this resulted in fewer flexible dollars and a greater reliance on competitive grant programs.

All through this period, CrisCom worked diligently to ensure Avenal's projects remain well-positioned as these grant opportunities reopen in 2026.

General Advocacy

Throughout the year, CrisCom continued to elevate Avenal's priorities with state and federal representatives. Our team coordinated a meeting with Congressman Valadao during Mayor Preciado's visit to Washington, D.C. in September which was an important opportunity to highlight the City's needs and reinforce the value of its ongoing initiatives. We remain available to schedule legislative meetings in Sacramento or Washington, D.C. whenever Council Members are visiting or wish to engage directly on key priorities.

As we move into the second half of the state legislative session and the next phase of federal appropriations, we are closely tracking upcoming funding cycles in infrastructure, water, and public safety expected to open in early 2026. We will continue assessing which opportunities best align with Avenal's priority projects and will provide recommendations as notices of funding availability are released.

Sacramento Snapshot

CrisCom distributes a bi-weekly *Sacramento Snapshot* that summarizes key policy developments and legislative activity. The City Manager is currently included on this distribution, and we would be pleased to add any additional Council Members who wish to receive it. If any Council Members would like more information on current or upcoming legislation, please feel free to reach out as our team would be happy to provide additional details. The *Sacramento Snapshot* will continue once the new legislative session begins.

Economic Development Update

In 2025, CrisCom advanced targeted economic development outreach to strengthen Avenal's commercial landscape and attract new restaurant and retail options in response to community needs.

Franchise Recruitment

A Franchise Recruitment Flyer was created and distributed to residents to encourage exploration of franchise ownership opportunities. This initiative focused on expanding local entrepreneurship, raising awareness of viable franchise models for smaller communities, and motivating residents to invest in Avenal's growing food and retail landscape.

Restaurant Recruitment

A major emphasis this year was expanding Avenal's dining options while complementing the community's already strong base of Mexican restaurants. Outreach was conducted to regional and national brands across categories such as coffee, sandwich shops, burgers, chicken, smoothies, and other quick-service American or multi-cuisine concepts. These efforts are intended to broaden dining choices for residents and travelers alike.\

Industrial & Logistics Interest

We continued outreach to distribution and light-industrial prospects, leveraging Avenal's strategic position along major transportation corridors. Our communications highlighted proximity to I-5 and Highway 269, available land, cost-competitive opportunities, and excellent access to Central Valley and statewide logistics routes. Several prospects remain active for follow-up in 2026.

Grant Writing Update

Throughout 2025, the City focused on building a strong foundation for future grant success by advancing economic development outreach, strengthening site marketing efforts, and preparing for highly competitive funding cycles ahead. Staff actively monitored emerging opportunities across transportation, housing, parks, and public safety to identify programs that best align with Avenal's long-term priorities. This groundwork positions the City for a productive and strategically targeted grant year in 2026.

2026 Outlook & Planned Grant Activity

We anticipate a significantly more active grant year in 2026. Priority areas include:

Public Safety
- Police equipment
- Communications upgrades
- Training and operational support

Community Development
- Enhancements to the youth boxing facility
- Modernization or expansion of community center spaces

Downtown Revitalization
- Streetscape improvements
- Façade upgrades
- Pedestrian and mobility improvements
- Placemaking and beautification projects

Animal Shelter
- Facility upgrades and equipment
- Humane care improvements
- Potential partnerships with animal welfare organizations

These efforts will help improve public safety, enhance quality of life, and support long-term community wellbeing.

Throughout 2025, The CrisCom Company focused on strengthening Avenal's economic development prospects, advancing its state and federal advocacy efforts, and preparing for major grant pursuits in 2026. The groundwork completed this year positions the City

for meaningful progress, expanded opportunities, and increased access to competitive funding in the year ahead.

Looking ahead, the prospects for 2026 are strong. With new federal and state funding cycles opening, renewed legislative momentum, and increasing interest from commercial and industrial prospects, Avenal is well-positioned for meaningful progress in the coming year. The groundwork laid throughout 2025 places the City in an advantageous spot to secure competitive resources, attract new business opportunities, and advance key community priorities. The CrisCom Company is privileged to continue working alongside the City of Avenal, and we remain fully committed to supporting your goals and helping deliver successful outcomes in 2026 and beyond.

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766

7. A-4

Avenal Fire Department Development Update & Quartely Report:

Ruben Veliz

Fire Consultant

AVENAL FIRE DEPARTMENT BUILD PLAN 2026

Presented by Ruben Veliz – Jan 2026

35 year Fire Fighter Captain – EMT

Fire Consultant

PRESENTATION OUTLINE

1. **Avenal FD – Goals/Outreach**
2. **Build Plan Components**
3. **Budget Estimate**
4. **Timeline**
5. **Summary**



AVENAL FIRE DEPARTMENT BUILDING PLAN GOAL

Goal is for the City of Avenal to deliver a Fire Department that will provide high quality fire protection for structure and wildland fires, emergency medical service, along with public education and non-profit events.

OUTREACH UPDATES

- **Other Fire Departments**
  - Firebaugh, Visalia and others
- **Checks and Balances**
  - Review steps taken
- **Final Walkthrough**



BUILD PLAN COMPONENTS

1. **Living Quarters**
   Update – Upgrade Cost

2. **Apparatus Bay**
   A+M Design – Location - Cost

3. **Communications/ Dispatch**
   EMS Agreement – Cost

4. **Equipment and Tools**
   Trucks update – Equipment and Tool Cost



LIVING QUARTERS

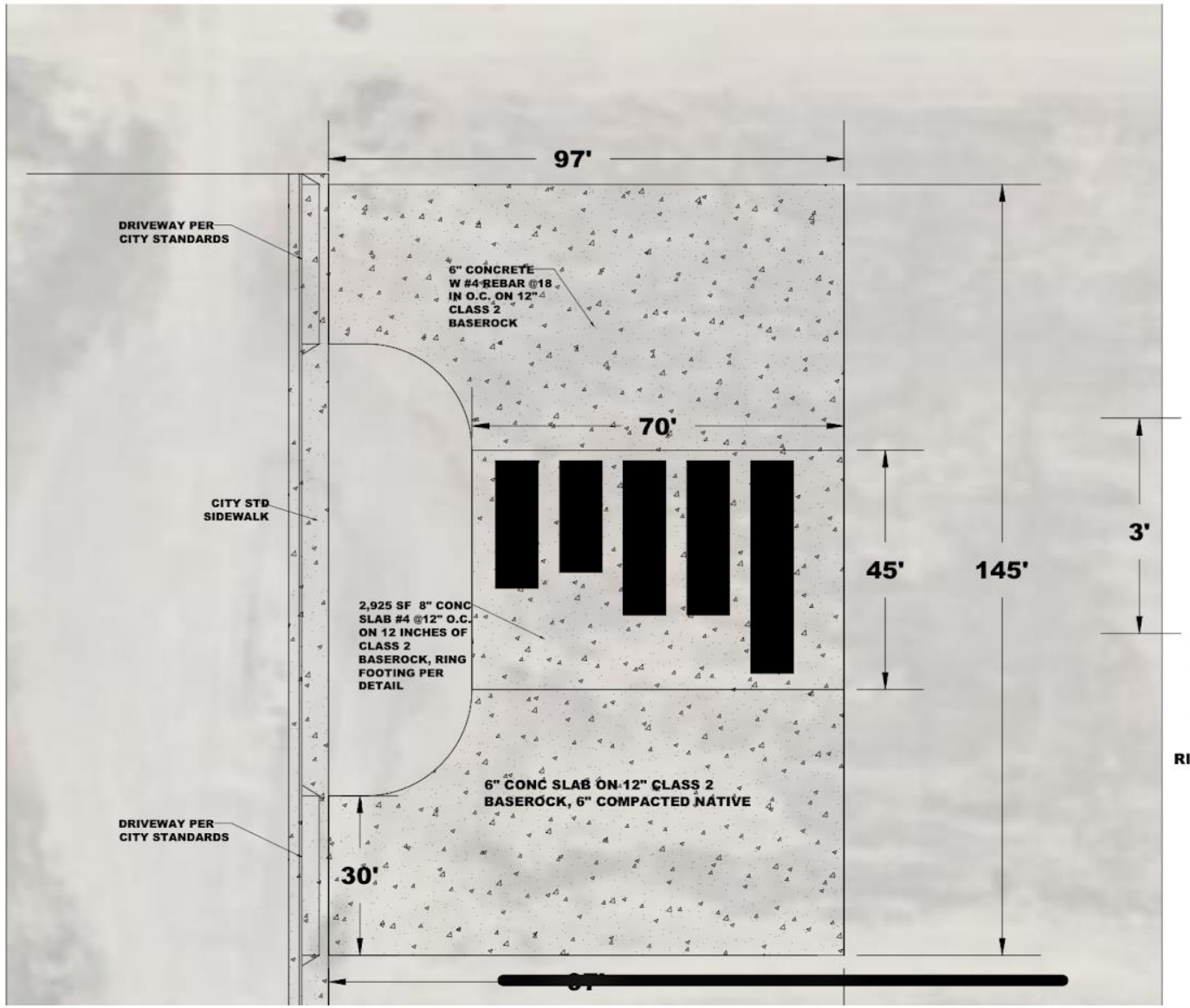
- Agreement with American Ambulance to share living space at Ken Brown Safe Center
- Alternative to Remodel of West Wing (100k savings)
- 7 total personal can be housed
- Minimal Upgrades needed – 10k est. Cost – Est. completion March 26

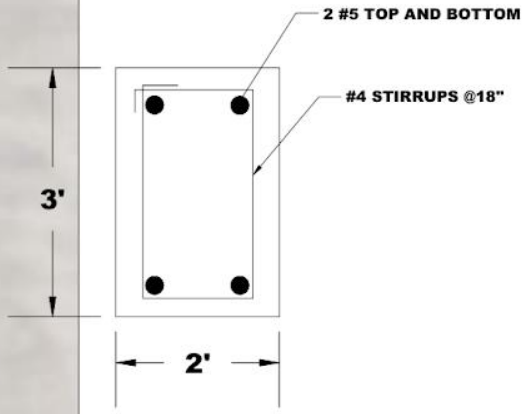


APPARATUS BAY

- North of Ken Brown Center, 3rd St.
- A+M Engineering Designing Metal Structure
- 5 Bay Design
- 100k est. Cost
- Est. Completion April 26







RING FOOTING DETAIL

NOT FOR CONSTRUCTION

A&M CONSULTING ENGINEERS

AVENAL FIRE APPARATUS STORAGE

NO. REVISIONS


E-1
T-1
B-1
P-1
WT-1

APPARATUS BAY

- North of Ken Brown Center, 3rd St.
- A+M Engineering Designing Metal Structure
- 5 Bay Design
- 100k est. Cost
- Est. Completion April 26



COMMUNICATIONS

- Fresno EMS/ American Ambulance Dispatch Services
- Dual Band Equipment
- Tower Repeater
- 150k est. Cost
- Est. Completion April 26



EQUIPMENT & TOOLS

- 5 Trucks Purchased
- Registered with CARB
- Tools/hoses to outfit each Truck
- Est. Completion May 26
- 135k est. Cost
- Seen at City Events





TURKEY BASKET GIVE AWAY



TURKEY TROT



HOLIDAY MAGIC - PARADE



HOLIDAY MAGIC - PARADE



OIL DERRICK TREE LIGHTING



SANTA ON PATROL

EQUIPMENT & TOOLS

- 5 Trucks Purchased
- Registered with CARB
- Tools/hoses to outfit each Truck
- Est. Completion May 26
- 135k est. Cost
- Seen at City Events



EST. BUDGET

Items	Cost
Living Quarters	$10,000
Apparatus Bay	$100,000
Communications	$150,000
Equipment/Tools	$135,000
Total	$395,000



Budget Estimate Avenal Fire Department Jan 2026		
Living Quarters		
Bunk Beds		$5,000.00
Building Upgrades		$5,000.00
	Total	**$10,000.00**
Apparatus Bay		
Metal Structure Parts, Labor & Install		$100,000.00
	Total	**$100,000.00**
Communications		
15 Kenwood Dual Handheld Band Radios		$90,000.00
7 Dual Band Mobile Truck Radios		$32,000.00
Antenna Repeater w/install		$28,000.00
	Total	**$150,000.00**
Equipment and Tools		
Quint		$60,500.00
Type 1		$25,297.00
Type 3		$16,903.00
Type 6		$19,511.99
Water Tender		$10,770.00
	Total	**$132,981.99**
	Grand Total	**$392,981.99**

Living Quarters

Update – Upgrade Cost

Apparatus Bay

A+M Design – Location - Cost

Communications/ Dispatch

EMS Agreement – Cost

Equipment and Tools

Trucks update – Equipment and Tool Cost



2026 TIMELINE



January

Approve Design for Bay
Order Tools Equipment
Order Comms Equipment
Begin Living Space Upgrade

February

Contract for Bay Foundation
Complete Living Space Upgrade

March

Receive and prepare Equipment
Contract for Metal Building
Complete Living Space

April

Complete Apparatus Bay
Install Communications
Test and Review Equipment

May

Receive and Install
Move into Apparatus Bay
Receive Tools and Hoses

June

Ensure operability of all equipment
Begin training

SUMMARY

ESTIMATED BUILD COMPLETION SUMMER 2026

Explorer Program – ROP with AHS

Career pathway for Locals

Secession Plans

Prevention and Abatement Programs

Investigation and Collaboration Program



COMING SOON

AVENAL FIRE DEPARTMENT MEET & GREET FEB 2026



City of Avenal
Fire Department Establishment Plan - January 2026

Objective:

This department will be built upon a foundation of professionalism, preparedness, and community engagement, ensuring that all residents, businesses, and visitors are protected by a well-trained, well-equipped, and efficient team.

The department's creation will strengthen public safety infrastructure, enhance mutual aid collaboration, and align local emergency operations with regional and state standards.

Implementation Plan - January 2026 Update

Phase 1 – Planning & Governance

Goal / Task	Description	Responsible Party	Status / Notes
1. Conduct Community Risk Assessment	Evaluate fire risk, population density, high hazard targets.	Consultant	Assessment Complete, Report due February
2. Establish Governance Structure	Define the leadership model, including Fire Chief, Fire Board, and City oversight responsibilities.	Consultant	Complete/City Ordinance
3. Draft Policies & Standard Operating Procedures (SOPs)	Develop operational guidelines, departmental policies, and mutual aid agreements.	Consultant	In Progress & Identified (Lexipol)

Phase 2 – Infrastructure Development

Goal / Task	Description	Responsible Party	Status / Notes
4. Procurement of Apparatus	Specify and purchase required apparatus such as engines, trucks.	Consultant	5 Apparatus Purchased/ Complete
5. Fire Station Building Conversion and Remodel	Prepare existing city facilities for suitable conversion into a functional fire station. Oversee remodeling to meet operational needs, safety codes, and living quarters standards for personnel.	Public Works / City Engineer/ Consultant	In Progress/ Re-directed Living Quarters /App Bay Designed, waiting approval Budget submitted
6. Engage Stakeholders	Hold meetings with community leaders, residents, and local businesses to ensure transparency for the public.	City manager, Consultant, Mayor	Continue engaging at city events, Plan Fire Department update meeting for community

Phase 3 – Staffing & Operations

Goal / Task	Description	Responsible Party	Status / Notes
7. Communications & Dispatch Integration	Set up Computer-Aided Dispatch (CAD) systems, establish radio channels, and create mutual aid communication links to ensure coordination between agencies.	Consultant	In Progress Waiting on Building Completion- Dispatch Agreement established

8. Recruit and Hire Personnel	**Recruit and onboard firefighters, officers, administrative staff, and support personnel.**	**City Staff/Admin**	**Pending**
9. Conduct Drills and Training	**Plan and execute training exercises.**	**Chief and Fire Staff**	**Pending Personnel**

Next Steps:

- **Continue Phase 1 activity 3: governance framework, and policy development (Lexipol) and outreach regarding mutual aid agreements.**
- **Continue Phase 2 activity 2: infrastructure (living quarters) planning, fire station planning.**
- **Launch Phase 3 preparations for staffing, and operational readiness. Continue activity 7 preparing dispatch and communications agreements.**
- **Maintain the building plan timeline and prepare budget tracking system to monitor progress.**
- **Monthly City Council updates for each phase to ensure accountability and project continuity.**
- **Phases will overlap to ensure all Phases are completed in a reasonable time.**

Prepared by: Ruben Veliz
Date: January 8, 2025

Budget Estimate Avenal Fire Department Jan 2026		
Living Quarters		
Bunk Beds		$5,000.00
Building Upgrades		$5,000.00
	Total	**$10,000.00**
Apparatus Bay		
Metal Structure Parts & Install		$100,000.00
	Total	**$100,000.00**
Communications		
18 Kenwood Dual Band Radios		$90,000.00
7 Dual Band Truck Radios		$32,000.00
Antenna Repeater w/install		$28,000.00
	Total	**$150,000.00**
Equipment and Tools		
Quint		$60,500.00
Type 1		$25,297.00
Type 3		$16,903.00
Type 6		$19,511.99
Water Tender		$10,770.00
	Total	**$132,981.99**
Grand Total		**$392,981.99**

Equipment for Avenal Fire Trucks

tools & equip't list

Total $132,981.99

Type 1	**$25,297**
15' of soft suction hose	$74
20' of hard suction hose w/ strainer	$70
800' of 2.5" hose	$3,840
400' of 1.5" hose	$1,800
One handline nozzle rated at 200 gpm	$890
Two handline nozzles rated at 95 gpm	$1,400
One playpipe with a shutoff and 3 different tips	$1,583
One extension ladder - 24'	$1,272
One straight ladder with roof hooks	$776
One attic ladder 10'	$438
One 6 lb. flathead axe	$75
One 6 lb pickhead axe	$87
One 6' pike pole/ 8' pike pole	$200
Two portable hand lights	$540
One dry chemical extinguisher-minimum 80-B-C	$180
One 2 gl. or larger water extinguisher	$201
4 SCBA's and one spare bottle per unit	Acquired
Combinatioin spanner wrenches	$147
two hydrant wrenches	$216
First aid kit	$18
Oxygen bag kit	$249
AED	$1,860
Two salvage covers (12'x14')	$474
Two wheel chocks to hold at a 20% grade	$296
5- 28" traffic cones w/ reflective bands	$115
5 Illuminated warning devices	$375
4 ANSI 207 vests for each, one per seat	$100
3K watt portable generator	$400
Two cord reels 200' in length	$400
Smoke blower fan of 5k cubic feet capacity	$2,091
Rubber mallet	$20
Halligan bar	$300
Sledgehammer	$57
Bolt cutter 24"	$59
2 - 2.5" double female adapter	$130
2 - 2.5" double male adapter	$80
2 - 1.5" double female adapter	$130
2 - 1.5" double male adapter	$52
chainsaw	$2,000
Circular saw	$229

Type 3	**$16,903**
1,000' of 1.5" hose	$1,899
500' of 1" hose	$700
4b hose packs w / add. 16 rolls hose	$3,039
20' hard suction hose w/ strainer	$126
2 Porta' pumps 2 gal.	$200
Floto-pump/ floating pump	$1,840
Class A foam concentrate	$125
3 SCBA's w/ spare bottles	Acquired
First Aid kit/ oxygen kit	$18
Chain saw w/ chaps	$2,130
Flathead axes	$97
2 McLeod tools	$220
2 Cal fire shovels	$176
2 Pulaski's	$158
2 Fire Swatters	$150
Drip Torch	$189
Traffic Cones	$11
24' ext. ladder	$369
10' folding attic ladder	$319
1.5" 200 gpm pistol grip nozzle	$1,580
1.5" 95 gpm rated pistol grip nozzle	$1,265
3 1/4" garden nozzle	$7
1" fss twist nozzle	$137
1" tft nozzle	$339
1 1/2" tft nozzle	$1,282
1" NH to 1" double male adapter	$34
1" Double female adapter	$80
Gated Wyes	$396
Water thieves	$17
Total	**$16,903**

Water Tender	**$10,770**
Fire Extinguisher	$54
First Aid Kit	$89
Reflective Triangles	$16
Wheel Chocks	$10
Flashlight	$90
Hoses	$4,272
Nozzles	$3,242
Reducers	$84

Quint	**$60,500**
15' of soft suction hose	$74
20' of hard suction hose w/ strainer	$70
800' of 2.5" hose	$3,840
400' of 1.5" hose	$1,800
One handline nozzle rated at 200 gpm	$890
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One 2 gl. or larger water extinguisher	$201
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two hydrant wrenches	$216
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Oxygen bag kit	$249
AED	$1,860
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5- 28" traffic cones w/ reflective bands	$115
5 Illuminated warning devices	$375
4 ANSI 207 vests for each, one per seat	$100
3K watt portable generator	$400
Two cord reels 200' in length	$400
Smoke blower fan of 5k cubic feet capacity	$2,091
Rubber mallet	$20
Halligan bar	$300
Sledgehammer	$57
Bolt cutter 24"	$59
2 - 2.5" double female adapter	$130
2 - 2.5" double male adapter	$80
2 - 1.5" double female adapter	$130
2 - 1.5" double male adapter	$52
chainsaw	$2,000
Circular saw	$229

2 Cal fire shovels	$176
2 McLeod rakes	$220
Pry bar/nail bar	$83
short D handle square point shovel	$64
Spill bucket kit/ oil absorbent	$62
Push broom	$15
Two salvage covers 20'x20'	$480
Two hall runners 3'x20'	$166
One catch-all	$200
batt operated sawzall	$149
batt operated angle grinder	$229
batt operated drill	$229
TOTAL	**$25,297**

Type 6	**$19,511.99**
2 Shovels	$176
2 McLeods	$110
2 Pulaski's	$158
2 Fire Rakes & swatters	$280
Chainsaw	$2,000
1 Drip Torch	$189
Backpack pumps	$378
2 Wheel Chocks	$10
1 of ea. Medical/oxygen/AED Kits	$2,000
40-B:C dry chem extinguisher	$180
2 Scene lighting	$540
3 Fire shelters	2,067
Metal fuel can	$61
Chainsaw chaps	$130
2 1 1/2" TFT nozzles	$2,564
2 1" TFT nozzles	$678
Tool Box Kit	$32.99
6 Hose Packs for Wildland	$270
15 1,500' 1 1/2" hose	$2,849
6 600' 1" hose	$800
6 600' 3/4" pee line	$623
5 gal. class A foam	$125
Chainsaw bar oil	$25
2 Portable, rechargeable handlights	$100
Jumper cables	$18
Portable, floating water pump	$1,840
6 Water tee/ thieves	$636
6 1" FSS NPSH	$630
6 3/4" Garden nozzles	$42
TOTAL	**$19,511.99**

Strainers	$128
Wyes	$396
Portable Tanks/ Bladders	$1,840
Shovel's	$176
Rakes	$65
Pulaski	$158
Fire Swatter	$150
Total	**$10,770**

2 Cal fire shovels	$176
2 McLeod rakes	$220
Pry bar/nail bar	$83
short D handle square point shovel	$64
Spill bucket kit/ oil absorbent	$62
Push broom	$15
Two salvage covers 20'x20'	$480
Two hall runners 3'x20'	$166
One catch-all	$200
batt operated sawzall	$149
batt operated angle grinder	$229
batt operated drill	$229
4 Ladder Belts	$880
2 Aerial Rescue Harness	$1,000
K-Tool/ Lock Puller	$198
Window Punch	$16
Stabilization Struts - Rescue 42's	$13,300
Rope Rescue Hardware Kit	$5,275
Rescue Webbing	$56
20 Carabiners	$340
Edge Protection	$167
Thermal Imaging Camera	$1,300
Personnel Accountability Passport Systems	$300
Search Rope	$98
Multi Gas Detector	$225
Decon Supplies (brushes,soap,pools)	$358
Drone	$7,150
Confined Space Tripod	$3,400
Technical Rescue Cache	$1,140
TOTAL	**$60,500**

AGENDA ITEM NO. 7. A-6

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766

TO: **The Honorable Mayor and City Council**

FROM: **Antony V. López, City Manager**

DATE: **January 8, 2026**

RE: **Summary of Fire Department Expenditures From October 9 to December 31, 2025**

INFORMATION:

As part of the City's ongoing process to establish a municipal fire department, several professional services, equipment deposits, and technical studies were initiated to ensure begin readiness towards the goal of a professional municipal fire department being established.

Summary of Expenditures through From October 9 to December 31, 2025

1. Consulting Services – Fire Department Planning & Development

Consultant Ruben Veliz began work on a Fire Department Development Plan and reaching out to stakeholders regarding building on an apparatus bay holder, sleeping quarters, office space, radio communications, and dispatch services, as well as participate in community events: Pistachio Days Festival, Turkey Distribution, Turkey Trot, Turkey Food Basket Distribution, Derrick Tree Lighting, Holiday Magic, and Santa on Patrol. Total expense: $18,671.25

2. Fire Apparatus Procurement – TruckSite Holdings

The City purchased a set of Jaws of Life and other safety equipment to help equipt the Type 1 and Type 3 apparatuses, total of $12,723.75.

3. Supplies —

A 20'x30' American Flag was purchased and supporting materials to hang the flag off of the ladder truck for special events, as well as general office supplies for Consultant Ruben Veliz to hold office hours at the West Wing of the Ken Brown Safety Center.

Total Expenditures to Date (From Oct. 9, 2025 to December 31, 2025)

Consultants: $18,671.25
Apparatus Equipment: $12,723.75
Supplies: $3,161.77

Total New expenses: $34,556.77

Vendor Number - Invoice Details	Vendor Name - Vendor Master	Invoice Number - Invoice Details	Invoice Status	Payment Type	Fiscal Year - Invoice Details	Check Number - Invoice Checks	Payment Date	Line Item Description	Detail Amount
101526	Hector Marin	SAN0000399	PAID	Quick	2025	52736	6/16/25	Consultant	$ 925.00
101526	Hector Marin	SAN0000340	PAID	Quick	2025	52526	5/8/25	Consultant	$ 325.00
101588	Truck Site	5962*	PAID	WireT	2026	53531	11/21/25	Fire Apparatus	$ 342,441.58
101588	Truck Site	5962	PAID	WireT	2026	53114	8/22/25	Fire Apparatus Deposit	$ 100,000.00
101566	Carter B. Ruark	08042025	PAID	Regular	2026	53054	8/15/25	Radio Study	$ 360.00
101566	Carter B. Ruark	08042025*	PAID	Regular	2025	53083	8/22/25	Radio Study	$ 270.00
100113	ANTONY LOPEZ	SAN0000059	VOID	CHECK	2026	53251	9/19/25	Reimbursement: Gas for Van #23	$ 44.07
100113	ANTONY LOPEZ	SAN0000060	PAID	CHECK	2026	53253	9/19/25	Fuel Reimbursement	$ 44.07
101595	Ruben O. Veliz	SAN0000123	PAID	CHECK	2026	53525	11/14/25	Lowe's purchase reimbursement	$ 171.36
101595	Ruben O. Veliz	SAN0000124	PAID	CHECK	2026	53525	11/14/25	Home Depot purchase reimbursement	$ 49.02
101595	Ruben O. Veliz	SAN0000125	PAID	CHECK	2026	53525	11/14/25	Reimbursement for maint. room purchase	$ 36.91
101595	Ruben O. Veliz	SAN0000126	PAID	CHECK	2026	53525	11/14/25	Ervin's purchase reimburesement	$ 31.38
101595	Ruben O. Veliz	SAN0000127	PAID	CHECK	2026	53525	11/14/25	Lowe's purchase reimbursement	$ 9.70
101595	Ruben O. Veliz	SAN0000128	PAID	CHECK	2026	53525	11/14/25	Lowe's purchase reimbursement	$ 13.62
101595	Ruben O. Veliz	SAN0000129	PAID	CHECK	2026	53525	11/14/25	Lowe's purchase reimbursement	$ 3.64
101595	Ruben O. Veliz	SAN0000130	PAID	CHECK	2026	53525	11/14/25	Ervin's purchase reimburesement	$ 20.54
101595	Ruben O. Veliz	SAN0000131	PAID	CHECK	2026	53525	11/17/25	Consultant fees Oct-Nov	$ 7,426.25
101595	Ruben O. Veliz	SAN0000132	PAID	CHECK	2026	53525	11/17/25	Consultant fees Sept-Oct	$ 3,900.00
101558	Truck Site	6165	PAID	CHECK	2026	53530	11/17/25	Jaws of Life 2 sets & Type 3 Fire Equipment	$ 12,723.75
101229	Amazon Capital Services	1YWC-HLDX-XM3M	PAID	CHECK	2026	53563	12/2/25	Fire office supplies	$ 333.40
101229	Amazon Capital Services	161W-CCDP-FHDF	PAID	CHECK	2026	53578	12/5/25	Fire office supplies	$ 722.70
101229	Amazon Capital Services	1H6X-H7NK-MC41	PAID	CHECK	2026	53631	12/19/25	AFD office supplies	$ 271.42
101595	Ruben O. Veliz	SAN0000165	PAID	CHECK	2026	53657	12/19/25	Consultant for fire department establish	$ 7,345.00
101595	Ruben O. Veliz	SAN0000166	PAID	CHECK	2026	53657	12/19/25	Reimbursement for paint purchase	$ 982.91
101229	Amazon Capital Services	11FY-DLDY-G6G4	PAID	CHECK	2026	53666	12/26/25	AFD office supplies	$ 515.17

Paid Expenses: $ 478,966.49
Total Accrued Expenses: $ 478,966.49

Authorized September 11, 2025 **$ 650,973.85**
Funding from Public Safety Grant $ 383,750.00
Funding from General Fund $ 267,223.85

THE SENTINEL

See Proof on Next Page

PROOF OF PUBLICATION

The Sentinel
SM California News Media Inc
P.O. Box 9
Hanford, CA 93232
Phone (559) 582-0471
billing@hanfordsentinel.com

Maria Ortiz
919 Skyline Blvd.
AVENAL CA 93204

ORDER NUMBER 534789
Publication- The Hanford Sentinel

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Hanford Sentinel, a newspaper printed and published in the City of Hanford, County of Kings, State of California, and which newspaper has been adjudged a newspaper of general circulation by the superior court of the County of Kings, State of California, under the date of October 23, 1951, case number 11623.
That I know from my own personal knowledge the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspapers and not in any supplement thereof on the following dates, to wit:

Section: Legals
Category: 201 Public Notices
PUBLISHED ON:
Nov. 20, 2025

TOTAL AD COST: 234.85
FILED ON: 11/20/2025

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Anjana Bhadoriya

(Signed)_____

SHERI SMITH
Notary Public - State of Florida
Commission # HH[illegible]
Expires on May 21, 2026

VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 11/21/2025

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

COLUMN SOFTWARE PBC
9450 SW GEMINI DR PMB 79042
BEAVERTON OR 97008-7105

019800 3 78 133 **********AUTO**MIXED AADC 956
MARIA ORTIZ
919 Skyline Blvd
Avenal CA 93204-1820





019800



Notice of Public Meeting on the Status of CDBG Funded Activities

NOTICE IS HEREBY GIVEN that the City of Avenal will hold a public hearing on December 13, 2025 at 5:15 pm or as soon thereafter as possible at the Avenal Council Chambers, 919 Skyline Blvd., Avenal, CA 93204. The purpose of the hearing will be to discuss the 21-CDBG-HA-00008 Grant closeout. The project is being funded through a Community Development Block Grant provided by the California Housing and Community Development Authority.

The following information related to the project is available at919 Skyline Blvd., Avenal, CA 93204 between the hours of 8:00 am - 4:00 pm on Monday - Friday or by emailing the contact listed below:

A. Project progress/status of completion and expected timeframe to completion

B. Results to date and projected totals, such as number of beneficiaries assisted, housing units completed, portion of project in service, or persons served.

C. Funds expended, balance of funds available, and budget expectations to completion.

All persons interested in the status of funding or the progress of the project are welcome to attend this meeting. Written comments can be directed to the City of Avenal, at 919 Skyline Blvd., Avenal, CA 93204, or you may contact Maria Ortiz by telephone or email at (559) 401-9879 ext. 3, cityclerk@cityofavenal.gov no later than 5:00pm on December 13, 2025, to ensure placement in the official record of the hearing.

The City of Avenal does not discriminate based on race, color, national origin, sex, sexual orientation, gender identify, age, religion or disability. If you require specific accommodation to participate in the public hearing, please contact Maria Ortiz at least 2 days prior to the scheduled hearing.

Aviso de reunión pública sobre el estado de las actividades financiadas por CDBG

AVISO POR LA PRESENTE se informa que la Ciudad de Avenal llevará a cabo una audiencia pública el 13 de diciembre de 2025 a las 5:15 p. m., o tan pronto como sea posible después de esa hora, en la Sala del Concejo de Avenal, ubicada en 919 Skyline Blvd., Avenal, CA 93204. El propósito de la audiencia será discutir el cierre de la Subvención 21-CDBG-HA-00008. El proyecto está siendo financiado mediante una Subvención en Bloque para el Desarrollo Comunitario (CDBG, por sus siglas en inglés) proporcionada por el Departamento de Vivienda y Desarrollo Comunitario de California.

La siguiente información relacionada con el proyecto está disponible en 919 Skyline Blvd., Avenal, CA 93204 entre las horas de 8:00 a. m. y 4:00 p. m. de lunes a viernes o mediante el envío de un correo electrónico al contacto que se indica a continuación:

A. Avances del proyecto/estado de finalización y tiempo estimado para la conclusión.

B. Resultados a la fecha y totales proyectados, tales como número de beneficiarios asistidos, unidades de vivienda terminadas, parte del proyecto en funcionamiento o personas atendidas.

C. Fondos gastados, saldo de fondos disponibles y expectativas presupuestarias hasta la finalización.

Todas las personas interesadas en el estado del financiamiento o en el progreso del proyecto son bienvenidas a asistir a esta reunión. Los comentarios por escrito pueden dirigirse a la Ciudad de Avenal, 919 Skyline Blvd., Avenal, CA 93204, o puede comunicarse con Maria Ortiz por teléfono o correo electrónico al (559) 401-9879, cityclerk@cityofavenal.gov a más tardar a las 5:00 p. m. del 13 de diciembre de 2025, para garantizar su inclusión en el registro oficial de la audiencia.

La Ciudad de Avenal no discrimina por motivos de raza, color, origen nacional, sexo, orientación sexual, identidad de género, edad, religión o discapacidad. Si usted requiere adaptaciones específicas para participar en la audiencia pública, comuníquese con Maria Ortiz por lo menos 2 días antes de la audiencia programada.

Publish: November 20, 2025

Ad# 534789

019800

Notice of Public Meeting on the Status of CDBG Funded Activities

NOTICE IS HEREBY GIVEN that the City of Avenal will hold a public hearing on December 13, 2025 at 5:15 pm or as soon thereafter as possible at the Avenal Council Chambers, 919 Skyline Blvd., Avenal, CA 93204. The purpose of the hearing will be to discuss the 21-CDBG-HA-00008 Grant closeout. The project is being funded through a Community Development Block Grant provided by the California Housing and Community Development Authority.

The following information related to the project is available at919 Skyline Blvd., Avenal, CA 93204 between the hours of 8:00 am - 4:00 pm on Monday - Friday or by emailing the contact listed below:

A. Project progress/status of completion and expected timeframe to completion

B. Results to date and projected totals, such as number of beneficiaries assisted, housing units completed, portion of project in service, or persons served.

C. Funds expended, balance of funds available, and budget expectations to completion.

All persons interested in the status of funding or the progress of the project are welcome to attend this meeting. Written comments can be directed to the City of Avenal, at 919 Skyline Blvd., Avenal, CA 93204, or you may contact Maria Ortiz by telephone or email at (559) 401-9879 ext. 3, cityclerk@cityofavenal.gov no later than 5:00pm on December 13, 2025, to ensure placement in the official record of the hearing.

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A. Avances del proyecto/estado de finalización y tiempo estimado para la conclusión.

B. Resultados a la fecha y totales proyectados, tales como número de beneficiarios asistidos, unidades de vivienda terminadas, parte del proyecto en funcionamiento o personas atendidas.

C. Fondos gastados, saldo de fondos disponibles y expectativas presupuestarias hasta la finalización.

Todas las personas interesadas en el estado del financiamiento o en el progreso del proyecto son bienvenidas a asistir a esta reunión. Los comentarios por escrito pueden dirigirse a la Ciudad de Avenal, 919 Skyline Blvd., Avenal, CA 93204, o puede comunicarse con Maria Ortiz por teléfono o correo electrónico al (559) 401-9879, cityclerk@cityofavenal.gov a más tardar a las 5:00 p. m. del 13 de diciembre de 2025, para garantizar su inclusión en el registro oficial de la audiencia.

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TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: ANTONY LOPEZ, CITY MANAGER, CITY OF AVENAL

DATE: December 13, 2025

SUBJECT: PUBLIC HEARING FOR THE CLOSE-OUT OF THE 21-CDBG-HA-00010 HOMEBUYER ASSISTANCE and 21-CDBG-HA-00011 OWNER OCCUPIED REHABILITATION PROGRAMS

RECOMMENDATION

That Council accepts and approves the close-out report on the 2021-CDBG Homebuyer and Owner Occupied Rehabilitation (21-CDBG-000010 and 21-CDBG-HA-00011) Programs.

BACKGROUND

The City was awarded $1,000,000 in CDBG funding in October 2022 in response to the 2021 CDBG NOFA application. Program clearance was received on November 14, 2022, to begin accepting applications and providing services.

The Homebuyer Program provided secondary financing for income-qualified households in purchasing a home. The program provided deferred, no-interest loans to Low-Moderate Income (LMI) clients for maximum assistance of $320,000 per household. Payments could be made anytime, but full loan repayment is not due until 30 years from date of loan approval.

Four participants received loans during the grant term. Loans were provided as follows:

Loan #	Amount	Description of Project
1	$64,139	Homebuyer Loan
2	$33,026.85	Homebuyer Loan
3	$62,000	Homebuyer Loan
4	$161,500	Homebuyer Loan
5	$52,650.61	Homebuyer Loan
6	$17,240.86	Homebuyer Loan
TOTAL	$390,557.32	

	Budget	Total Expenses	Disencumbered Funds
Total Admin (Homebuyer):	$35,000	$21,914.78	$13,085.22
Total Homebuyer Loans:	$465,000	$427,240.05*	$37,759.95
Total Award:	$500,000	$449,154.83	$50,845.17

*Includes activity delivery cost plus homebuyer loan

The grant expired on October 17, 2025 - upon approval, the City's grant administrator Self-Help Enterprises will submit the final closeout documents to CA Department of Housing and Community Development (HCD). The City will disencumber the remaining funds of $54,542.88 (Remaining funds were committed to an applicant late in the grant term who then became ineligible for the program).

The Owner-Occupied Rehabilitation Program provided secondary financing for income-qualified households in purchasing a home. The program provided deferred, no-interest loans to Low-Moderate Income (LMI) clients for maximum assistance of $320,000 per household. Payments could be made anytime, but full loan repayment is not due until 30 years from date of loan approval.

Four participants received loans during the grant term. Loans were provided as follows:

Loan #	Amount	Description of Project
1	$84,085.88	Rehabilitation Loan
TOTAL	$84,085.88	

	Budget	Total Expenses	Disencumbered Funds
Total Admin (Rehabilitation):	$35,000	$19,922.51	$15,077.49
Total Homebuyer Loans:	$465,000	$107,521.18*	$357,478.82
Total Award:	$500,000	$127,443.69	$372,556.31

*Includes activity delivery cost plus rehabilitation loan

The grant expired on November 16, 2025 - upon approval, the City's grant administrator Self-Help Enterprises will submit the final closeout documents to CA Department of Housing and Community Development (HCD). The City will disencumber the remaining funds of $376,666.77 (Remaining funds were committed to an applicant late in the grant term who then became ineligible for the program).

DISCUSSION

The 21-CDBG-HA-000010/21-CDBG-HA-000011 grant will be closed out with HCD.

FISCAL IMPACT:

No fiscal impact

ATTACHMENTS

None

AGENDA ITEM NO. 10. A

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766

TO: **The Honorable Mayor and City Council**

FROM: **Antony V. López, City Manager**

DATE: **January 08, 2026**

RE: **Consider Re-Ratification of Prior Actions Related to Establishing the Avenal Municipal Fire Department**

INFORMATION:

In September 2025, the City Council adopted Resolution No. 2025-47, which authorized the City to proceed with steps necessary to establish a municipal fire department pursuant to Government Code section 38611. That action included ratification of prior expenditures for fire consultants and public safety equipment and authorization for additional expenditures within defined limits, subject to reporting requirements.

Consistent with that direction, the City Manager incurred expenditures for consultant services, fire apparatus, and related public safety equipment necessary to establish an operational fire department. Detailed summaries of these expenditures were presented to the City Council and made available for public review at the October 9, 2025 City Council meeting, and are incorporated as Attachments A and B to the attached resolution.

Subsequent to these actions, questions have been raised regarding the approval and ratification of certain expenditures. While the City Council previously exercised its authority to ratify these expenditures in a duly noticed public meeting, staff is recommending re-ratification to further clarify the public record, reaffirm Council authorization, and remove any ambiguity regarding the validity of prior actions taken in furtherance of establishing a municipal fire department.

The proposed resolution re-affirms prior Council actions, confirms that all expenditures were within the City Manager's authority, and authorizes continued implementation consistent with previously ordinances and resolutions to establish a fire department.

FISCAL IMPACT:

All expenditures subject to this action have been previously incurred or authorized and are reflected in the City's adopted budgets or budget amendments. Adoption of the resolution does not approve new spending beyond amounts previously authorized by the City Council. No additional General Fund impact is anticipated beyond previously approved appropriations.

ATTACHMENTS:

1. Resolution Re-Ratifying Fire Expenditures
2. Attachment A – Summary of Fire Expenditures Through October 9, 2025
3. Attachment B – Updated Summary of Fire Expenditures and Accrued Costs

RECOMMENDATION:

Adopt resolution re-ratifying and reaffirming all prior expenditures and contracts for fire consultant services and public safety equipment, authorizing continued expenditures within previously approved limits, and directing staff to take all actions necessary to carry out the intent of the resolution.

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:
Re-Ratification of All Prior Expenditures and Contracts for Fire Consultant Services and Public Safety Equipment for the Establishment of an Operational Municipal Fire Department.

RESOLUTION 2026-__04__

WHEREAS, on or about **March 22, 2022**, the Board of Supervisors ("**BOS**") of the County of Kings unanimously approved **BOS Resolution No. 22-010**, ordering that a new local public safety transactions and use tax ("**Kings County sales tax**") ordinance be proposed and submitted to the voters in a consolidated statewide direct primary election to be held on **June 7, 2022**;

WHEREAS, the proposed Kings County sales tax ordinance called for a **half-cent** sales tax throughout the entirety of Kings County, including withing the territorial limits of all incorporated cities (**§ 22-134**) , and **§ 22-143** of the proposed Kings County sales tax ordinance required that all proceeds from the Kings County sales tax be placed into the **"**Kings County Fire and Emergency Services Fund, which shall be maintained by the County**"** and expended only in accordance with an expenditure plan solely benefiting the Kings County Fire Department (**§§ 22-144** through **22-146**);

WHEREAS, the election results showed that the requisite threshold of voters within each incorporated cities voted to approve the countywide sales tax but voters residing within the unincorporated territory of Kings County rejected the Kings County sales tax, causing the entirety of the proposed tax to fail;

WHEREAS, the City of Avenal subsequently submitted to its residents Measure A, a citywide sales one-cent sales tax on November 8, 2022, and over seventy-two percent of the City's voters approved the citywide tax which was expressly to be used for various purposes:

Measure A – Avenal Essential City Services Funding

To preserve the safety and character of Avenal, and preserve the safety and character of Avenal, and maintain essential general City services for maintain essential general City services for Avenal residents including police, 911 Avenal residents including police, 911 emergency response, fire protection, disaster emergency response, fire protection, disaster preparedness, recreational programs and preparedness, recreational programs and facilities, park maintenance and improvements, facilities,

park maintenance and improvements, street maintenance and repairs and other street maintenance and repairs and other essential services, shall Ordinance No. 2022-04, imposing a 1-cent general sales and use tax, be adopted? Estimated revenues between $400,000 and $500,000 annually, indefinitely.

WHEREAS, for fiscal year **2022-23**, the fire services agreement between County of Kings and the City called for payment of **$400,000** to the County of Kings for fire protection services within the City of Avenal. However, according to the BOS' action summary minutes, after hearing from Kings County Sheriff David Robinson who stated that dispatch services would not be available to a new Avenal fire department, on or about **September 30, 2025**, the County of Kings Board of Supervisors voted unanimously to **"**withdraw County fire services from the City of Avenal effective October 31, 2025**",** which would quickly leave Avenal residents at risk, and therefore coerced the City of Avenal into subsequently entering into a County of Kings fire services contract which now contained provisions totaling 18-month or pre-cancellation notice for the County, and provided for the following increased annual payments to the County of Kings for fire services to the City of Avenal at the same level, without any increase in staff:

- FY 2024-25: $450,000,
- FY 2025-26: **$1,096,310.28**,
- FY 2026-27: **$1,125,882.00**, and
- FY 2027-28: **$1,156,236.36**;

WHEREAS, the County of Kings suffered a **jury verdict** in excess of **$1.9 Million** on **August 6, 2025**, where the jury found that the County of Kings or its Supervisors knew or should have known of the harassing conduct of the Kings County District Attorney toward Alexandria Smith [**Verdict Findings 10-12**], and then on or about August 20, 2025, the County of Kings, through its attorney, signed a stipulation agreeing that the prevailing party's costs and attorneys fees totaled **$1,593,984.00**. Based upon that County of Kings agreement, on **August 28, 2025** the Court entered an order awarding **$1,593,984.00** in attorneys fees and costs to be paid to Alexandria Smith by the County of Kings, bringing the total liability of the County of Kings to approximately **$3.5 Million** for this 2025 jury verdict;

WHEREAS, major news sources reported that previously the County of Kings settled another claim by agreeing to pay former Chief District Attorney Investigator **Robert Waggle $1.1 Million** in a separate harassment case against the Office of the Kings County District Attorney. Other fairly recent major settlements reportedly approved by Kings County Board of Supervisors include those of former employees within County Counsel and the County Administrative Office;

WHEREAS, under serious and ongoing financial distress, the BOS of the County of Kings dramatically increased the amount it charges to the City of Avenal for Kings County Department services within Avenal, and the Kings County District Attorney, in need of BOS funding for her own department, is now attempting to stop the City of Avenal from exercising its authority and autonomy under the California Constitution and the California Government Code to establish and operate its own municipal fire department, so that the City of Avenal with be forced to continue to contract with the County of Kings for fire services and forced to pay significant public revenues of the City of Avenal to the County of Kings;

WHEREAS, the City Council ("**Council**") of the City of Avenal ("**City**") duly approved **Ordinance No. 2021-01** on or about **December 9, 2021**, which among other things amended **Avenal Municipal Code § 3-8.13**, increasing the City Manager's delegated expenditure authority in open-market transactions up to **$40,000.00** for goods, supplies and equipment, without the need to obtain specific approval from the Council;

WHEREAS, in preparation for consideration of an ordinance to form a municipal fire department, the City Manager inquired into the cost of fire equipment and around August 2025 learned that interest in fire equipment was increasing due to the ongoing fire season and major fires throughout the State of California, and therefore the City Manager decided to reserve equipment with a deposit on or about **August 15, 2025**, before it was purchased by another jurisdiction;

WHEREAS, on or about **September 11, 2025**, the Council duly approved **Resolution 2025-47** which, inter alia, introduced and set for a second reading (or waiver thereof) an ordinance to establish a municipal fire department as mandated by **Government Code § 38611**;

WHEREAS, **Resolution 2025-47** also **ratified** all prior expenditures and contracts directed, entered into and/or approved by the City Manager or his designee(s) previously made for each fire consultant(s) and for all public safety equipment intended for future use by the fire department to be established to satisfy the City's mandatory duty under Government Code § 38611, in the amount of **$110,000**, provided that a summary of all such expenditures and contracts be provided to the Council within thirty (30) days hereafter, if not already provided;

WHEREAS, in light of the ongoing fire season and the increasing demand for firefighting vehicles and equipment, **Resolution 2025-47** also **authorized** the City Manager [and his designee(s)] to carry out expenditures for public safety consultants and equipment for the benefit of the City, in an amount not to exceed **$650,973.85**, provided that a summary of all such expenditures be reported to the Council at least quarterly;

WHEREAS, **28 days** later, namely on **October 9, 2025**, the Council held a duly noticed public meeting and in connection with such meeting, the Council received an agenda packet of documents for **Agenda Item 7.A.4.**, all of which were also publicly posted on the City's website, and which contained detailed list ("**October 9th List**") of **six (6)** prior expenditures and **two (2)** professional consultant agreements directed, entered into and/or approved by the City Manager or his designee(s), previously made for each fire consultant(s) and for all public safety equipment intended for future use by the City fire department to be established to satisfy the City's mandatory duty under Government Code § 38611;

WHEREAS, the **October 9th List** showed that as of **September 11, 2025**, each and all of the expenditures totaled **$101,880**, and the only other expenditure was for **September 12, 2025** for a Fire Apparatus in the amount of **$342,441.58**, with total expenditures both before and after **September 11, 2025** totaling **$444,321.58**, clearly below the amounts ratified and approved by the Council on September 11, 2025;

WHEREAS, the Council acknowledges that it had the authority to authorize and approve each and all of the City Manager's expenditures and contracts, which commenced at least on or about **May 8, 2025**, and further that the Council by **approving Resolution No. 2025-47** on **September 11, 2025**, retroactively approved and ratified, for the first time, all such expenditures and contracts which were subsequently discussed during the public City Council meeting and presentation on Agenda Item 7.A.4. held on **October 9, 2025**. Prior to September 11, 2025, the Council had never specifically approved nor discussed such expenditures or contracts, and therefore mandated public reports so that the public could express its opinion on the same and provide feedback to the Council for consideration; and

WHEREAS, because the Kings County District Attorney has subsequently attempted to claim that the City's expenditures for its municipal fire department were never approved, or were not approved in an open and public meeting, the Council desires to again re-ratify and again approve all such prior expenditures in furtherance of the City's establishment of a municipal fire department.

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON **January ___, 2026**, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____ _____

Alvaro Preciado, Mayor CITY OF AVENAL	**ATTEST:** MARIA A. ORTIZ, City Clerk CITY OF AVENAL

* * * * * * * * * * * * * * * * * * *

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found the foregoing recitals to be true and correct;

2. Found that as of the date of each expenditure or contract within **ATTACHMENT A** to this resolution, the City Council had authority to authorize each and all of the expenditures in **ATTACHMENT A** to this resolution, each of which were discussed or available for public discussion at the City Council meeting held on October 9, 2025, and again on the date this resolution was approved;

3. Found that as of the date of each expenditure or contract within **ATTACHMENT B** to this resolution, the City Council had authority to authorize each and all of the expenditures in **ATTACHMENT B** to this resolution, each of which were discussed or available for public discussion at the City Council meeting held on the date this resolution was approved;

4. Ratified, affirmed and re-adopted **Resolution No. 2025-14**, approved and adopted on **September 11, 2025**;

5. Authorized the City Manager [and his designee(s)] to carry out expenditures for public safety consultants and equipment, in an amount not to exceed $650,973.85, provided that a summary of all such expenditures be reported to the Council at least quarterly;

6. Ratified all prior expenditures and contracts directed, entered into and/or approved by the City Manager or his designee(s), previously made and existing as of **September 11, 2025**, for each fire consultant(s) and for all public safety equipment intended for future use by the fire department to be established to satisfy the City's mandatory duty under Government Code § 38611, in the amount up to $110,000, and also ratified and now hereby re-accepted the summary of all such expenditures and contracts as provided to the Council and public on **October 9, 2025**;

7. Ordered that the existing and prior fiscal year budgets be amended (if necessary), and such amendments being hereby approved, to accommodate all of the foregoing expenditures, which are hereby authorized and ratified;

8. In light of the Kings County District Attorney's efforts to prevent the City of Avenal from establishing its own operational municipal fire department, the City Manager is

authorized to commence and take all propriate steps to proceed with cancellation and/or rescission of the fire services agreement with the County of Kings, including the signing of all notices and/or verified pleadings; and

9. Authorized the City Manager, City Clerk and relevant City staff to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

* * * * * * * * * * * * * * * * * * *

MD/20260103 - Avenal - Resolution Re-Ratifying Fire Expenditures-2b.doc

Work with Invoices - Avenal Fire Department Expenditures up to October 9, 2025

Fiscal Year	Invoice Number	Status	Approval Level	Type	Invoice Date	Payment Date	Check Number	Check Date	Invoice Amount	Actions
2025	SAN0000399	PAID	Approved	Quick	06/02/2025	06/16/2025	52736	06/16/2025	925.00	Consultant
2025	SAN0000340	PAID	Approved	Quick	05/08/2025	05/08/2025	52526	05/08/2025	325.00	Consultant
2026	5962*	PAID	Approved	WireT	06/19/2025	09/12/2025	53531	11/21/25	342,441.58	Fire Apparatus
2026	5962	PAID	Approved	WireT	08/15/2025	08/15/2025	53114	08/22/2025	100,000.00	Fire Apparatus Deposit
2026	08042025	PAID	Approved	Regular	08/04/2025	08/13/2025	53054	08/15/2025	360.00	Radio Study
2025	08042025*	PAID	Approved	Regular	08/20/2025	08/20/2025	53083	08/22/2025	270.00	Radio Study

ATTACHMENT B - Avenal City Council Resolution No. 2026-___

Vendor Number - Invoice Details	Vendor Name - Vendor Master	Invoice Number - Invoice Details	Invoice Status	Payment Type	Fiscal Year - Invoice Details	Check Number - Invoice Checks	Payment Date	Line Item Description	Detail Amount
101526	Hector Marin	SAN0000399	PAID	Quick	2025	52736	6/16/25	Consultant	$ 925.00
101526	Hector Marin	SAN0000340	PAID	Quick	2025	52526	5/8/25	Consultant	$ 325.00
101588	Truck Site	5962*	PAID	WireT	2026	53531	11/21/25	Fire Apparatus	$ 342,441.58
101588	Truck Site	5962	PAID	WireT	2026	53114	8/22/25	Fire Apparatus Deposit	$ 100,000.00
101566	Carter B. Ruark	08042025	PAID	Regular	2026	53054	8/15/25	Radio Study	$ 360.00
101566	Carter B. Ruark	08042025*	PAID	Regular	2025	53083	8/22/25	Radio Study	$ 270.00
100113	ANTONY LOPEZ	SAN0000059	VOID	CHECK	2026	53251	9/19/25	Reimbursement: Gas for Van #23	$ 44.07
100113	ANTONY LOPEZ	SAN0000060	PAID	CHECK	2026	53253	9/19/25	Fuel Reimbursement	$ 44.07
101595	Ruben O. Veliz	SAN0000123	PAID	CHECK	2026	53525	11/14/25	Lowe's purchase reimbursement	$ 171.36
101595	Ruben O. Veliz	SAN0000124	PAID	CHECK	2026	53525	11/14/25	Home Depot purchase reimbursement	$ 49.02
101595	Ruben O. Veliz	SAN0000125	PAID	CHECK	2026	53525	11/14/25	Reimbursement for maint. room purchase	$ 36.91
101595	Ruben O. Veliz	SAN0000126	PAID	CHECK	2026	53525	11/14/25	Ervin's purchase reimburesement	$ 31.38
101595	Ruben O. Veliz	SAN0000127	PAID	CHECK	2026	53525	11/14/25	Lowe's purchase reimbursement	$ 9.70
101595	Ruben O. Veliz	SAN0000128	PAID	CHECK	2026	53525	11/14/25	Lowe's purchase reimbursement	$ 13.62
101595	Ruben O. Veliz	SAN0000129	PAID	CHECK	2026	53525	11/14/25	Lowe's purchase reimbursement	$ 3.64
101595	Ruben O. Veliz	SAN0000130	PAID	CHECK	2026	53525	11/14/25	Ervin's purchase reimburesement	$ 20.54
101595	Ruben O. Veliz	SAN0000131	PAID	CHECK	2026	53525	11/17/25	Consultant fees Oct-Nov	$ 7,426.25
101595	Ruben O. Veliz	SAN0000132	PAID	CHECK	2026	53525	11/17/25	Consultant fees Sept-Oct	$ 3,900.00
101558	Truck Site	6165	PAID	CHECK	2026	53530	11/17/25	Jaws of Life 2 sets & Type 3 Fire Equipment	$ 12,723.75
101229	Amazon Capital Services	1YWC-HLDX-XM3M	PAID	CHECK	2026	53563	12/1/25	Fire office supplies	$ 333.40
101229	Amazon Capital Services	161W-CCDP-FHDF	PENDING_AC	CHECK	2026		12/2/25	Fire office supplies	$ 722.70

Accrued Expenses	$ 469,851.99
Paid Expenses	$ 469,129.29

AGENDA ITEM NO. 10. A

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766

TO: **The Honorable Mayor and City Council**

FROM: **Antony V. López, City Manager**

DATE: **December 11, 2025**

RE: **Summary of Fire Department Expenditures Through October 9, 2025**

INFORMATION:

As part of the City's ongoing process to establish a municipal fire department, several professional services, equipment deposits, and technical studies were initiated to ensure begin readiness towards the goal of a professional municipal fire department being established.

Summary of Expenditures through Oct. 9, 2025 (documents attached)

1. Consulting Services – Fire Department Planning & Development

One consulting agreement provided early planning, budgeting, organizational structure, hazard analysis, and SOP development support.
Expenses recorded:

- $925.00 (Invoice SAN0000399, 6/16/25) — Consultant services.
- $325.00 (Invoice SAN0000340, 5/8/25) — Consultant services.

These consultants were necessary to:

- Develop initial organizational, operational, and budgeting frameworks.
- Identify equipment and apparatus needs.
- Support governance structure, training requirements, and facility assessments.

2. Fire Apparatus Procurement – TruckSite Holdings

The City placed a $100,000 deposit and later executed the remaining purchase once the FY 2025-26 budget was approved (Sept. 11).

Invoices show:

- $100,000.00 — Deposit for apparatus. (Invoice 5962, 8/15/25).
- $342,441.58 — Final payment for five apparatus units (Type 3 engine, structural engine, ladder truck, water tender, quick attack). (Invoice 5962*, processed 9/12/25).

TruckSite agreed to hold five apparatuses exclusively for Avenal pending budget approval. The detailed equipment list and total pricing are reflected in the TruckSite invoice showing a grand total of $442,441.58.

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766

3. Radio Communications Study — Specialized RF Services

Two technical studies were commissioned to evaluate radio coverage, repeater siting, and baseline communication needs essential for dispatch integration and future CAD interoperability.

- $360.00 — Radio study invoice dated 8/4/25.
- $270.00 — Additional radio study on 8/20/25.

The invoice (Aug. 4, 2025) confirms predictive RF coverage modeling at three test sites for proposed VHF repeater deployment.

Total Expenditures to Date (Through Oct. 9, 2025)

Consultants: $1,250.00
Apparatus Deposit: $100,000.00
Apparatus Final Purchase: $342,441.58
Radio Studies: $630.00

Grand Total: $444,321.58

Specialized RF Services

Radio/Wireless Signal Path & Coverage Projections | FCC Licensing Assistance | Consulting

INVOICE

8604 NE Mason Drive #15, Vancouver, WA. 98662
Phone: 360 606 2298 (Pacific Time)

INVOICE #08042025
DATE: AUG 4, 2025

TO:

CITY OF AVENAL – ATTN: ANTONY V. LOPEZ
919 SKYLINE BLVD
AVENAL, CALIFORNIA 93204

FOR:

COMPUTER PREDICTIVE RF COVERAGE PROJECTIONS FOR PROPOSED CITY FIRE DEPARTMENT VHF RADIO SYSTEM REPEATER

DESCRIPTION	AMOUNT
Projection Services **Prepared three computer-predictive RF coverage projections for a proposed VHF radio repeater at three potential sites 1) 'Shack' Site (36 2 11N 120 6 45W); 2) 'Tank' Site (36 2 4N 120 6 38W); and 3) 'Derrick' Site (36 02 07N 120 6 43W) from information provided by Ruben Veliz, Consultant. (See attached Projection Findings and other documents for details)**	**$630.00**
Consulting & Recommendations **NOTE 1 – Once specific radio frequencies are coordinated and approved by the FCC for this proposed repeater, make sure that the frequencies do not cause harmful interference to other radio systems on the selected structure for the City's repeater and, that the other systems don't cause problems to the City's repeater. The industry rule of thumb is that the last user into a radio site will be responsible for resolution of any RF interference his equipment may create. The City should use an experienced radio service company and FCC licensing service to insure that the proposed system is successfully constructed. Specialized RF Services is solely focused on providing accurate predicted RF coverage based on industry best practices and policies.**	**$0000.00**
	GRAND TOTAL **$630.00**

If you have any questions concerning this invoice, contact Nick Ruark at 360 606 2298 or via email: Nick@specialized-rf-services.com

Payment should be made via an **ACH Direct Deposit (call for us information) or,** by City check payable to **Nick Ruark, Specialized RF Services,** at the address shown above and is due within 10 days of receipt of any Invoice. We do not accept credit or debit cards. **Thank you for your business!**

CONSULTANT AGREEMENT

Between the City of Avenal and **Ruben O. Veliz**

This Consultant Agreement is made and entered into as of **September 25, 2025,** by and between the City of Avenal, a City located in Kings County, California, and **Ruben O. Veliz**, an Independent Consultant, collectively referred to as the Parties.

1. Scope of Work/Deliverables

Consultant agrees to provide professional consulting services and deliverables to the City in the area of fire department management and establishment. The services shall include, but are not limited to:

a) Establishment of the organizational structure of the fire department.

b) Creation of an initial and projected budget for department operations.

c) Determination of minimum training standards for personnel.

d) Assessment and recommendation of personnel needs, including staffing levels and job classifications.

e) Evaluation of facility requirements for fire department operations and a list of necessary improvements to existing facilities to make them acceptable for Avenal firefighting operations and administration of the Fire Department.

f) Assessment and recommendation of required emergency firefighting vehicles.

g) Identification and recommendation of necessary firefighting safety clothing, supplies and equipment.

h) Creation of required mutual aid agreements with surrounding agencies.

i) Consulting with City officials, including the City Manager, Administrative Services Director, Police Chief, Assistant Police Chief, Public Safety Manager, to determine necessary steps to develop a fully functioning fire department.

j) Site visits to the City of Avenal and meeting with department staff and personnel, as required.

2. Term of Agreement

This Agreement shall commence on **September 25, 2025** and shall remain in effect until **December 31, 2025**, unless terminated earlier in accordance with Section 7 of this Agreement.

3. Compensation

a) The City agrees to compensate Consultant at a rate of **$ 65** per hour, not to exceed a total of $20,000 for the duration of this Agreement. This amount may be increased by the City Manager in writing.

b) Consultant shall submit monthly invoices detailing services performed, hours worked, and expenses incurred. Service related expenses and only items as approved by the City will be reimbursed.

c) Payment shall be made within thirty (10) days of receipt and approval of invoices by the City.

4. Independent Contractor

Consultant is retained as an independent contractor and shall not be deemed an employee of the City. Consultant shall have no authority to bind the City in any manner and shall be solely responsible for any taxes, withholdings, or benefits related to compensation received under this Agreement.

Consultant is not authorized to act as an agent of the City, in the event that of communication with government agencies or vendors, unless expressly authorized to act on behalf of a City official, in writing, signed by such City official.

Consultant will provide deliverables to the Public Safety Manager from whom they will receive project tasks. The Chief of Police will serve as the secondary City official who the consultant can contact in the event the primary is unavailable.

5. Confidentiality

Consultant shall not disclose any confidential or proprietary information obtained in the course of providing services under this Agreement without prior written consent from the City.

Confidential Information means any non-public, proprietary, or sensitive information disclosed by the City to the Consultant, whether in written, oral, or electronic form, that is designated as confidential or should reasonably be understood as such. This includes but is not limited to business, financial, legal, and operational information. Confidential Information does not include information that becomes publicly available through no fault of the Consultant, is lawfully received from a third party, or is independently developed without reliance on the City's information.

6. Termination

This Agreement may be terminated as follows:

a) By either party upon providing 60-day written notice to the other party.

b) Upon termination, Consultant shall be compensated for all services performed up to the termination date.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising from this Agreement shall be resolved in the courts of Kings County, California.

8. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

9. Amendments

Any modifications or amendments to this Agreement must be in writing and signed by both Parties.

10. Notices

All notices under this Agreement shall be in writing and delivered to the following addresses:

City of Avenal
919 Skyline Blvd
Avenal CA, 92304

Name: **Ruben O. Veliz**

[Consultant Address]: **3433 N. Discovery Way, Hanford CA, 93230**

[Consultant Contact Information]: **Cell - 5596431055**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF AVENAL

By: Antony N. López

Name: Antony V. López
Title: City Manager
Date: **September 26, 2025**

CONSULTANT: **Ruben O. Veliz**

By: R O. V

Name: RUBEN O. VELIZ

Date: 9-26-25

CONSULTANT AGREEMENT

Between the City of Avenal and Hector Marin

This Consultant Agreement is made and entered into as of April 9th, 2025, by and between the City of Avenal, a City located in Kings County, California, and Hector Marin, an Independent Consultant, collectively referred to as the Parties.

1. Scope of Work/Deliverables

Consultant agrees to provide professional consulting services and deliverables to the City in the area of fire department establishment and management. The services shall include, but are not limited to:

a) Establishment of the organizational structure of the fire department.
b) Creation of a Fire Hazard Analysis of Avenal and the surrounding area.
c) Creation of an initial and projected budget for department operations.
d) Determination of minimum training standards for personnel.
e) Assessment and recommendation of personnel needs, including staffing levels and job classifications.
f) Evaluation of facility requirements for fire department operations and a list of necessary improvements to existing facilities to make them acceptable for Avenal firefighting operations and administration of the Fire Department.
g) Assessment and recommendation of required emergency firefighting vehicles.
h) Identification and recommendation of necessary firefighting safety clothing, supplies and equipment.
i) Creation of required mutual aid agreements with surrounding agencies.
j) Consulting with City officials, including the City Manager, Administrative Services Director, Police Chief, Assistant Police Chief-Public Safety Manager, to determine necessary steps to develop a fully functioning fire department.
k) Site visits to the City of Avenal and meeting with department staff and personnel, as required.
l) Any other and further tasks and/or deliverables which the City may assign in writing.

2. Term of Agreement

This Agreement shall commence on April 9, 2025, and shall remain in effect until Dec 31st 2025, unless terminated earlier in accordance with Section 7 of this Agreement.

3. Compensation

a) The City agrees to compensate Consultant at a rate of $50 per hour, not to exceed a total of $10,000 for the duration of this Agreement. This amount may be increased by the City Manager in writing.
b) Consultant shall submit invoices and a monthly time tracking log detailing services performed, hours worked, and expenses incurred. Service-related expenses as approved by the City will be reimbursed.
c) Payment shall be made within thirty (30) days of receipt and approval of invoices by the City.

4. Independent Contractor

Consultant is retained as an independent contractor and shall not be deemed an employee of the City. Consultant shall have no authority to bind the City in any manner and shall be solely responsible for any taxes, withholdings, or benefits related to compensation received under this Agreement.

Consultant is not authorized to act as an agent of the City, in the event that of communication with government agencies or vendors, unless expressly authorized to act on behalf of a City official, in writing, signed by such City official.

Consultant will provide deliverables to the Public Safety Manager from whom they will receive project tasks. The Chief of Police will serve as the secondary City official who the consultant can contact in the event the primary is unavailable.

5. Confidentiality

Consultant shall not disclose any confidential or proprietary information obtained in the course of providing services under this Agreement without prior written consent from the City.

Confidential Information means any non-public, proprietary, or sensitive information disclosed by the City to the Consultant, whether in written, oral, or electronic form, that is designated as confidential or should reasonably be understood as such. This includes but is not limited to business, financial, legal, and operational information.

Confidential Information does not include information that becomes publicly available through no fault of the Consultant, is lawfully received from a third party, or is independently developed without reliance on the City's information.

6. Termination
This Agreement may be terminated as follows:

a) By either party upon providing 20-day written notice to the other party.
b) Upon termination, Consultant shall be compensated for all services performed up to the termination date.

7. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising from this Agreement shall be resolved in the courts of Kings County, California.

8. Entire Agreement
This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

9. Amendments
Any modifications or amendments to this Agreement must be in writing and signed by both Parties.

10. Notices
All notices under this Agreement shall be in writing and delivered to the following addresses:

City of Avenal
919 Skyline Blvd
Avenal CA, 92304

Hector Marin
[Consultant Address]
[Consultant Contact Information]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF AVENAL
By: Antony V. López
Name: Antony V. López
Title: City Manager
Date: 4/9/2025

CONSULTANT: Hector Marin
By: Hector Marin
Hector Marin 4/9/25

Date: 4/9/25

TRUCK SITE
1317 Vinci Ave
Sacramento, CA 95838
(916) 927-5000

INVOICE

INVOICE #: 5962
Sales Rep: Roman Korchevoy

June 19, 2025

BILL TO:

Avenal Fire Dept.
919 Skyline Boulevard
Avenal, CA 93204
United States

Unit	Description		Amount
1998 International 4800 4x4 Type 3 500/500/20 Fire Pumper	Stock: 15258 VIN: 1HTSEAAR0WH532746	 Reg Fee Deposit	$69,500.00 $50.00 ($1,000.00)
1998 Pierce Saber 1500GPM Fire Pumper	Stock: 15033 VIN: 4P1CT02U3WA000220	 Reg Fee Doc Fee Deposit	$44,900.00 $50.00 $70.00 ($1,000.00)
2000 E-One Cyclone HP 100' Quint 2000/500 Truck	Stock: 14297 VIN: 4EN3ABA89Y1001714	 Reg Fee Doc Fee Deposit	$89,500.00 $50.00 $70.00 ($1,000.00)
2001 International 4900 Water Tender Fire Truck	Stock: 15206 VIN: 1HTSDAAN01H321054	 Reg Fee Doc Fee Deposit	$69,500.00 $50.00 $70.00 ($1,000.00)
2011 Ford F550 4x4 Quick Attack Fire Truck	Stock: 15248 VIN: 1FDAX5HT9BEA12810	 Reg Fee Deposit	$139,500.00 $50.00 ($1,000.00)

Unit Total	$412,900.00
Fee Total	$460.00
Deposit Total	($5,000.00)
Tax @ 8.25%	$34,081.58
Grand Total	**$442,441.58**

Doc Fee covers the cost of preparation and processing required documentation for a vehicle purchase as allowed by the California Department of Motor Vehicles. Env Fee covers the cost of handling potentially hazardous materials like fuel, oil, cleaners, batteries, and sediment. Truck Site invests in solutions intended to minimize impacts to our environment and comply with Federal, State, and local regulations. This fee is not a government mandated tax or fee.

PAYMENT INFORMATION:

Wire Transfer To:
Wells Fargo Bank
Credit to: Wells Fargo Bank
Further credit to: Fleet Guy, LLC dba Truck Site
ABA: 121000248
Acct: 2930384165
SWIFT code: WFBIUS6S
464 California St.
San Francisco, CA 94104

Pay To:
Truck Site
1317 Vinci Ave
Sacramento, CA 95838
Please include the Invoice number 5962 with your payment

AGENDA ITEM NO. 10. B

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766
Fax: (559) 386-0629

TO: **The Honorable Mayor and City Council**

FROM: **Antony V. López, City Manager**

DATE: **January 08, 2026**

RE: **Funding Agreement with State Water Board & City Manager Authorization for Water Treatment Plant PLC Replacement**

INFORMATION:

The State Water Resources Control Board, Division of Financial Assistance, has approved **$367,900** in grant funding to the City of Avenal for the replacement of an obsolete Programmable Logic Controller (PLC) at one of the City's existing water treatment plants. The existing PLC is no longer supported and is incompatible with modern control systems, posing an increased risk to reliable water treatment operations.

The proposed project will replace the obsolete PLC to ensure continued compatibility and integration with the City's existing supervisory control and data acquisition (SCADA) systems, improving operational reliability and reducing the risk of system failure. The project has an eligible start date of **November 11, 2025**, allowing the City to begin incurring costs; however, reimbursement requests may only be submitted after execution of a formal grant agreement with the State.

The State Water Resources Control Board has requested adoption of a resolution authorizing the City to enter into the funding agreement prior to execution of the grant agreement.

FISCAL IMPACT:

The total project cost is **$367,900**, which is fully funded by the State Water Resources Control Board grant. No General Fund impact is anticipated. Costs incurred prior to execution of the grant agreement are at the City's own risk and will not be eligible for reimbursement until the agreement is finalized.

ATTACHMENTS:

1. Resolution Authorizing Execution of a Funding Agreement with the State Water Resources Control Board

RECOMMENDATION:

Adopt resolution authorizing the City Manager, or designee, to enter into a funding agreement with the State Water Resources Control Board and to accept and expend grant funds for the Water Treatment Plant PLC Replacement Project.

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF: A RESOLUTION AUTHORIZING ENTERING INTO A FUNDING AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD AND AUTHORIZING AND DESIGNATING THE CITY MANAGER (OR DESIGNEE) FOR THE WATER TREATMENT PLANT PLC REPLACEMENT PROJECT.	**RESOLUTION 2026-_04___**

Whereas, the City of Avenal has submitted an application to the State Water Resources Control Board for funding for the Water Treatment Plant PLC Replacement, to replace the obsolete PLC at the Water Treatment Plant #2 to ensure compatibility and integration with existing control systems, (Project); and

Whereas, prior to the State Water Resources Control Board's executing a funding agreement, City of Avenal, is required to adopt a resolution authorizing an agent, or representative, to sign the funding agreement, amendments, and requests for disbursement on behalf of City of Avenal, and to carry out other necessary Project-related activities.

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL REGULAR MEETING HELD ON **JANUARY 8, 2026**, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____ ATTEST: _____

Alvaro Preciado, Mayor
CITY OF AVENAL

MARIA A. ORTIZ, City Clerk
CITY OF AVENAL

* * * * * * * * * * * * * * * * * *

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found the foregoing recitals to be true, correct and incorporated herein;

2. That City of Avenal, is hereby authorized to carry out the Project, enter into a funding agreement with the State Water Resources Control Board, and accept and expend State funds for the Project; and

3. The City Manager or designee (Director of Administrative Services, Assistant City Manager, or Finance Manager), is hereby authorized and designated to sign, for and on behalf of City of Avenal, the funding agreement for the Project and any amendments thereto; and

4. The City Manager, or designee, is hereby authorized and designated to represent the City of Avenal, in carrying out City of Avenal, responsibilities under the funding agreement, including certifying invoices and disbursement requests for Project costs on behalf of City of Avenal, and compliance with applicable state and federal laws.

5. that any and all actions, whether previously or subsequently taken by City of Avenal, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved and confirmed.

6. Ordered relevant City staff to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

* * * * * * * * * * * * * * * * * *

Avenal WTP- SCADA Engineer's Estimate/ Budget

#	Cost Item	Basis	Amount ($)	Notes
1	Telstar Quote # 20-41269 – SCADA Upgrade (escalated)	Lump-sum	115,800	Dual servers, Ignition licensing, historian/alarm modules, install & tax
2	Telstar Quote # 20-40258 – WTP-1 PLC Upgrade (escalated)	Lump-sum	156,700	New P2-550 PLC, RACO dialer, program migration, wiring, startup & tax
	Construction / Equipment Sub-Total		272,500	
3	15 % Contingency	Sub-total × 0.15	40,900	
4	20 % Construction Management & Inspection	Sub-total × 0.20	54,500	City/consultant CM, DIR compliance, testing, as-builts
	Total Project Budget / UDWN Funding Request		**367,900**	

URGENT DRINKING WATER NEEDS FUNDING APPLICATION

Instructions: Complete the application below and submit, along with requested attachments, via email to DFA-CAA@waterboards.ca.gov.

If you need assistance completing this application, please contact your Division of Drinking Water (DDW) District Office, call (916) 319-9066, or send an email to DFA-CAA@waterboards.ca.gov.

A. APPLICANT INFORMATION

1. Name: Antony Lopez
2. Title: City Manager
3. Email Address: alopez@cityofavenal.us
4. Phone Number: (559) 386-5766
5. Agency/Organization Legal Name: City of Avenal
6. Mailing Address: 919 Skyline Blvd, Avenal, CA 93204
7. Federal Tax Identification Number: 94-2608273
8. Indicate type of applicant (check all that apply):
   - ☐ Public Water System
   - ☐ Not-for-Profit Organization
   - ☐ Tribal Government
   - ☒ Public Agency

   Note: All applicants except public schools must serve a disadvantaged community (DAC) to be eligible for funding.

B. COMMUNITY IN NEED OF EMERGENCY ASSISTANCE INFORMATION

1. Name of Community: City of Avenal
2. Number of Households or Connections Affected: 2,134 Connections
3. Approximate Number of People Affected: 13,696
4. Community Address: Avenal, CA
5. GPS Coordinates (Latitude, Longitude): 36.0075, -120.1229
6. Indicate the type of water service provider for the community:
   - ☒ Public Water System (Complete Section C)
   - ☐ State Small Water System (14 or less connections)
   - ☐ Private Wells
7. Is this an economically disadvantaged community?
   - ☒ Yes ☐ No

Note: “Disadvantaged community” means a community with an annual median household income (MHI) that is less than 80 percent of the statewide annual MHI. MHI data is available through the U.S. Census Website at: https://data.census.gov/cedsci/.

8. Annual MHI of community: $45,486
9. Describe how the MHI was determined and attach supporting documentation.

SAFER Dashboard (pulled 6/10/2025)

C. PUBLIC WATER SYSTEM INFORMATION

☐ Not applicable (skip to next section)

1. Water System Name: City of Avenal
2. Water System Classification:
   ☒ Community
   ☐ Non-transient Non-community
   ☐ Transient Non-community
3. Water System Number: 1610002
4. Number of Service Connections: 2,134
5. Population Served: 13,696
6. Describe the existing water system infrastructure.

Avenal's water supply comes from the federally owned San Luis Canal, treated by two plants using coagulation, filtration, and disinfection, then conveyed under high pressure through an approx. 5-mile long, 18-inch pipeline to storage tanks, before reaching the distribution system.

7. Indicate if the water system is regulated by Division of Drinking Water or Local Primacy Agency:
   ☒ Division of Drinking Water (DDW) ☐ Local Primacy Agency (LPA)
   a. Identify the DDW District Office or LPA below and provide the contact person and contact information for that agency.

DDW District 12 – Visalia District Office

Adam Forbes (adam.forbes@waterboards.ca.gov)

Tahereh Jafarzadehghehi (tahereh.jafarzadehghehi@waterboards.ca.gov)

D. WATER SUPPLY RELATED EMERGENCY

☐ Not applicable (skip to next section)

1. Indicate the type of water supply emergency:
   ☐ Emergency (out of water) ☒ Threatened (will be out of water soon)

2. Describe the water supply problem impacting the water system.

The City's water supply system relies heavily on aging Programmable Logic Controllers (PLCs) that operate the two water treatment plants. These PLCs have become obsolete, making it increasingly difficult and, at times, impossible to procure essential replacement parts. Between May 28 to June 8th, PLC failures caused one of the treatment plants to be operated manually with operators onsite 24/7, significantly increasing operational costs, as well as elevating the risk of human error and system downtime. Technicians have clearly indicated another PLC failure is imminent and could happen at any moment, potentially causing an immediate and prolonged loss of the City's water supply.

3. Indicate if the community is out of water or estimated timeframe for expected water outage. Please attach any supporting documentation or calculations.

The community narrowly avoided an outage from May 28 - 8, 2025, due to the manual operation workaround. However, technicians have indicated that another PLC failure is imminent and could occur at any moment. Given the current state and age of the PLC system, future failures could result in immediate water outages or require prolonged manual operations. Continuous manual operation significantly increases the risk of errors and escalates O&M costs due to 24/7 staffing. If spare parts cannot be found, the PLC would need emergency replacement at a time when operator resources are already stretched thin, compounding operational risks and creating severe vulnerabilities in maintaining water supply which could last several weeks or months.

4. What conservation measures (indicate if mandatory or voluntary) has the water system instituted? Please indicate other possible conservation measures that the water system plans to implement or has implemented.

The City implements conservation measures as conditions require. However, in this specific scenario, water quantity or availability from the source is not the core issue. The primary challenge is the imminent failure of the outdated PLC system controlling the treatment plants. Without a reliable PLC, the City's ability to consistently treat and distribute water, even with sufficient raw water supply, is severely compromised.

E. WATER QUALITY RELATED EMERGENCY

☒ **Not applicable (skip to next section)**

1. Describe the water quality problem impacting the water system, including contaminants and Maximum Contaminant Level (MCL) or Action Level exceedances.

2. Is the water system under any compliance order or citation? Please describe and attach the relevant compliance order or citation.

3. Indicate the source(s) of contamination:
   - ☐ Anthropogenic (i.e. man-made)
   - ☐ Naturally occurring
   - ☐ Unsure
   a. Describe the source of the contamination and indicate if a Responsible Party for the contamination has been identified.

F. EMERGENCY PROJECT DESCRIPTION

1. Indicate Project Type:
   - ☐ Bottled Water ☐ Vending Machines ☐ Point of Use Devices
   - ☐ Hauled Water ☐ Treatment Systems ☐ Emergency Intertie
   - ☐ Well Repair/Rehabilitation ☐ Well Replacement
   - ☒ Other (Explain: PLC Replacement)

2. Is the project addressing an emergency caused by the drought?
   - ☐ Yes ☒ No

3. Describe the proposed project to address the urgent drinking water needs emergency.

   The proposed project involves immediate replacement of the obsolete PLC at one of the City's existing water treatment plants, including essential SCADA upgrades needed to ensure compatibility and integration with existing control systems. The new PLC installed will be compatible and reusable in the upcoming full treatment plant replacement project currently in engineering/design phases.

4. How will the project achieve the most immediate and reliable supply of domestic water for the duration of the urgent drinking water needs emergency?

   Installing a modern, reliable PLC will restore automated operation, ensuring continuous water treatment and eliminating the reliance on manual operations, thereby significantly reducing the risk of system downtime.

5. When must the project commence? Or, if construction has already begun, when did the project commence?

   The project must commence immediately to prevent imminent PLC failures and ensure uninterrupted water supply.

6. How long (days/months) will it take to complete the project? Include time to complete major project milestones.

#	Milestone	Duration (calendar)	Cumulative day
1	**DFA award & funding agreement signed**	5 days	**Day 0 → 5**
2	Kick-off with integrator, freeze I/O list & panel layout	5 days	10
3	Issue purchase order & *expedited* submittal package	5 days	15
4	**Submittal review/approval** (vendor ↔ City/DDW)	10 days	25
5	**Fabrication & delivery of PLC panel** • Expedited: ~14 weeks (98 days) if modules are in U.S. distributor stock • Standard: ~21 weeks (150 days) per recent water-utility	123 or 175	
6	Factory-Acceptance Test (FAT) at integrator shop	5 days	128 / 180
7	Site prep (conduit trims, IO labeling) – overlaps final 3 weeks of fabrication	15 days (concurrent)	—
8	**On-site installation window** – swap wiring, energize new PLC (24 h bypass per train keeps plant on-line)	15 days	143 / 195
9	Start-up, SCADA cut-over, performance test	7 days	150 / 202
10	Operator training & O&M docs hand-off	5 days	155 / 207
11	Final report & reimbursement package to DFA	10 days	**Day 165 (≈ 5.5 mo) / Day 215 (≈ 7 mo)**

7. Identify and briefly describe any alternative solutions that were evaluated to address the emergency.

Continued manual operations: Evaluated but rejected due to unsustainable labor costs, high risk of operational errors, and system downtime. Additionally, continuing operations until PLC failure and then resorting to indefinite manual operation is impractical, potentially causing prolonged service disruptions if critical replacement parts are unavailable.

Repair and maintenance of existing PLCs: Attempted but deemed non-viable due to unavailability of critical obsolete components and continuous imminent risk of failures.

Replacement of both PLCs: Considered but not selected given the significantly higher cost involved. Replacing just the one PLC sufficiently addresses the immediate risk and can provide reliable operation until the full plant replacement project occurs.

Replacement of one of the PLCs (selected alternative): This adequately addresses the urgent reliability concerns and is the most cost-effective approach to maintain treatment operations until the full plant replacement project occurs.

8. Is the proposed project the least costly option to address the emergency?

☒ Yes ☐ No

a. Explain

Immediate replacement of one of the PLCs, although costly upfront, provides the most practical and cost-effective solution compared to ongoing manual operation costs and risks, and frequent emergency repairs. The replacement PLC will also be fully compatible with the future plant upgrades, avoiding redundant expenditures.

9. Approximate number of people that will be served by the project: 13,696
10. If the proposed project is a regional program, indicate the number of households that will be served by the project: N/A
11. Approximate amount of drinking water that will be provided by the project: The City produces approximately 40 million - 70 million gallons of potable water per month.
12. For projects located on school property, Division of State Architect (DSA) review and approval may be required prior to commencing work on the site. Has the school contacted DSA to determine if their review is required?

☐ Yes ☐ No

G. ESTIMATED TOTAL PROJECT COSTS

Note: Costs incurred prior to funding approval are not eligible.

1. Estimated total project costs: $367,900
2. Amount of funding requested: $367,900
3. Amount of project funds secured from other sources: $0

Please attach a cost breakdown/budget for the proposed project.

H. OTHER FUNDING SOURCES

1. Has the applicant applied for emergency/interim funding from any other sources? If yes, please list the sources and funding amounts below.

   None

2. Indicate the applicant's balance of available reserves: -$2,437,339
   a. Please describe where the balance is shown on the submitted financial statements.

      Audited Financial Statements, FY 2021-22 – "Statement of Net Position – Proprietary Funds," page 12:

      - Cash & Investments – Water Fund: $1,998,851
      - Unrestricted Net Position – Water Fund: $(2,437,339)

   b. If the applicant does not have available reserves, please explain why.

      The $2.0 million cash balance is earmarked for:

      - 2020 SRF loan debt-service reserve ($1.15 million)
      - Restricted security deposit held for Avenal State Prison water contract ($0.35 million)
      - One month of operating payables and payroll float (≈ $0.5 million)

      After these commitments, no discretionary cash remains; hence "available reserves" are reported as **$0**.

3. Water system's monthly operating budget: $283,000
4. Provide the average monthly water rate in the project area as well as the water system service area.
   a. Project area monthly water rate: $62.37
   b. Water system service area monthly water rate: 62.37
   c. Provide the date of the last water rate increase: July 1, 2024
   d. If the system has a tiered rate, please describe below.

I. LONG-TERM SOLUTION

1. Are there any plans for a permanent solution?

   ☒ Yes ☐ No

   a. If yes, please describe the solution and provide timeline and approximate cost for implementing.

   > The City is currently receiving technical assistance for the planning and design documentation required for a complete replacement of the water treatment plants, which is necessary to address the City's DBP compliance order. The construction funding application is expected to be submitted by Feb. 2026. The total project cost is estimated to be around $30 million, with construction anticipated to take approximately 2-3 years to complete.

   b. If no, please explain why.

   > N/A

2. Was consolidation with another water system considered as a permanent solution? Describe if it was deemed feasible/infeasible and why.

   > The nearest community water system, capable of providing Avenal with its needed water supply, is Kettleman City. Kettleman City is about 10 miles away and is currently receiving funds from the State Water Board for the construction of its own surface water treatment plant. Consolidation would be cost prohibitive and is not feasible.

3. Has the community submitted an application to the State Water Resource Control Board for a permanent solution?

   ☐ Yes ☒ No

   a. If yes, please indicate which phase of the process:

   ☐ Applied for Technical Assistance (TA) Date: _____

   ☒ Assigned Technical Assistance (TA) Date: _____

   AR Number: 6747 (Self-Help)

   ☐ Working on Planning Funding App Submittal Date: _____

   ☐ Submitted Planning Funding App Date: _____

   ☒ Working on Construction Funding App Submittal Date: Feb. 2026 (General information package was submitted in Dec. 2024)

   ☐ Submitted Construction Funding App Date: _____

   ☐ Working on Construction Start Date: _____

   End Date: _____

J. PUBLIC OUTREACH

1. Describe any public outreach conducted (or that will need to be conducted) regarding the project and how the water customers will be notified of the availability of alternate water supplies and the method for customers to access those supplies, if applicable.

When	What we'll do	What customers will see
One week before work starts	Post a short notice on the City of Avenal website and share the same post on the City's Facebook page.	– Dates and hours of the PLC/SCADA upgrade– "No service interruption is expected" message– Hotline number for questions
Two days before	Hold a Town Hall meeting at the Community Center (bilingual, English/Spanish); stream it live on Facebook.	– Engineer explains the project and schedule– Q&A from residents
If an unplanned outage happens	Update the website banner and Facebook post immediately with bottled-water pick-up details (City Yard, 108 W. Kings St.).	– Map and hours for drive-through pick-up– Phone number for home delivery to seniors/disabled
After work is complete	Post a "Project Finished—Thank You" message on both channels.	– Reminder that the upgrade improves reliability– Link to short feedback survey

K. APPLICATION CERTIFICATION

I hereby certify that I am duly authorized by the application's governing body to apply for funding from the State Water Resources Control Board for the project described in this application. I further attest that the information provided in this application is accurate to the best of my knowledge.

I understand that the information provided in this application may be referred to other State and/or Federal Agencies for funding.

Antony N. López **06/16/2025**

Antony V. López

City Manager

City of Avenal

APPLICATION INSTRUCTIONS BY PROJECT TYPE

All applicants must complete sections A, B, C, F, G, and H. All applicants must also submit:

- Cost estimate for the proposed project
- Financial information, ideally three years' worth of Profit and Loss statements and balance sheets. Additional information such as tax returns may also be required. DFA will contact the applicant to request additional information as needed.
- Compliance order for water quality projects
- MHI determination documents and the basis used to determine the community's MHI, if applicable. The annual MHI must be for the service area served by the water system. Attach all supporting documents (e.g., information provided in an existing DWSRF application, census data, income survey, the most recent tax form, or other verifiable document) to this application. MHI determination instructions can be found in Appendix A of the Policy for Developing the Fund Expenditure Plan for the Safe and Affordable Drinking Water Fund.

Bottled or Hauled Water

If the proposed project is a bottled or hauled water project, applicants must also complete section D or E, I, and J.

For bottled water the maximum allocation is as follows:

- 60 gallons per household per month
- For schools, ¼ gallon per student and staff per school day

For hauled water, the maximum allocation is as follows:

- 50 gallons per person per day

The cost estimate may also include delivery costs and a one-time hand pump for the 5-gallon containers. It may not include dispensers for households.

Emergency Repairs

If the proposed project is an emergency repair, applicants must also complete section D or E and I. Applicants must also submit:

- Cost breakdown of any alternatives described in Section F, question 7, if the proposed project is not urgent.

POU / POE Treatment Solutions

If the proposed project is a POU or POE project, applicants must also complete sections E and I. Applicants must also submit:

- A detailed budget in the CAA budget template format, which will be provided by DFA and is also available on our webpage.
- Cost breakdown of any alternatives described in Section F, question 7.

Regional Programs

If the proposed project is a regional program, applicants must also complete sections D or E if applicable. Applicants must also submit:

- A detailed budget in the SAFER budget template format, which will be provided by DFA and is also available on our webpage.
- Detailed scope of work write-up describing the proposed program.
- Program schedule

If awarded funding, Applicants must enter into a funding agreement with the State Water Resources Control Board in order to receive reimbursement. The information outlined below will be required to negotiate and execute a funding agreement:

- Authorizing Resolution (if applicable)
- Project schedule
- Detailed budget template
- Project Director Certification form (after execution)
- STD 204 Taxpayer and Identification Form (after execution)

AGENDA ITEM NO. 10. C

City of Avenal

919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766

TO: **The Honorable Mayor and City Council**

FROM: **Griselda Price, Director of Administrative Services**

DATE: **January 08, 2026**

RE: **Consider Approval of City Manager Employment Agreement, Amendment #2**

INFORMATION:

Pursuant to prior City Council direction and a favorable performance evaluation conducted in May 2025, the City Council directed staff to prepare an amendment to the City Manager's employment agreement. Amendment No. 2 extends the term of the agreement and revises certain compensation and employment provisions, as set forth in the attached amendment.

The proposed amendment was prepared by the City Attorney under Council direction and is presented now to City Council for consideration and approval.

RECOMMENDATION:

Approve by resolution Amendment No. 2 to the City Manager Employment Agreement and authorize the Mayor to execute the amendment on behalf of the City.

CITY MANAGER EMPLOYMENT AGREEMENT
AMENDMENT NO. 2

This Amendment is made and entered into and is effective as of **May 23, 2025**, between the City of Avenal ("**CITY**") and Antony V. López ("**EMPLOYEE**") both of whom understand and agree as follows:

WHEREAS, the CITY and EMPLOYEE entered into an employment agreement which became effective on or about October 5, 2020 ("**Agreement**"), and which was set to expire on or about October 5, 2022;

WHEREAS, following a successful performance evaluation of EMPLOYEE covering the period from October 2021 through January 2023, the CITY and EMPLOYEE entered into an amendment to the employment Agreement ("**Amendment No. 1**") which was signed on or about February 22, 2023, to extend the term of EMPLOYEE's employment under the Agreement, setting the same to expire on or about October 5, 2027;

WHEREAS, since Amendment No. 1 was signed on or about **February 22, 2023**, the EMPLOYEE has not received any further merit increase as to his employment compensation from the City, beyond the merit increase included within Amendment No. 1;

WHEREAS, in May 2025, each and all five (5) members of the City Council of CITY unanimously approved a favorable performance evaluation of EMPLOYEE for the period from January 2023 through March 2025, which also included the setting of various goals for EMPLOYEE to make progress toward, prior to EMPLOYEE's next performance evaluation, including goals which require EMPLOYEE to bring options on certain matters to the City Council for approval; and

WHEREAS, in light of EMPLOYEE's favorable May 2025 performance evaluation, the CITY and EMPLOYEE now desire to enter into this Amendment to the Agreement ("**Amendment No. 2**") to extend and amend the Agreement only as to the terms provided for herein.

NOW THEREFORE, in consideration of the mutual agreement and covenants herein contained, the parties agree to amend the Agreement as follows:

1. **Section 2**, subsections (A) and (B) shall be replaced with the following:

A. This Agreement shall be effective commencing on the earlier of either **October 5, 2020** or the date this Agreement becomes fully signed by all parties, and the term of this Agreement shall automatically expire at the end of the calendar day (11:59:59 P.M. local time) on **October 5, 2030**.

B. Thereafter, if this Agreement was not extended, or if a new or different agreement did not replace this Agreement, and if CITY and EMPLOYEE proceed to

engage in active negotiations toward either of those, then the rate of compensation and benefits earned by EMPLOYEE as of **October 1, 2030** shall remain the same if EMPLOYEE is requested by the City Council to, and does without interruption, continue to perform the terms of this Agreement, until either a mutually suitable final agreement is reached between CITY and EMPLOYEE or until either party provides the other with written notice of final termination at least fifteen (15) days before the effective date thereof.

2. **Section 3**, subsection (A) shall be replaced with the following:

A. CITY agrees to pay EMPLOYEE, for his/her services rendered under this Agreement, a *gross* annual salary of one hundred ninety-five thousand U.S. dollars ($195,000.00 USD) per year. This compensation shall be earned and payable on a pro rata basis at the close of each pay period, and paid to EMPLOYEE at the same times, and in the same manner, as full-time salaried employees of the CITY are paid, and shall be subject to all applicable taxes and withholdings, which may include without limitation Social Security, FICA and employee contributions for the Public Employee Retirement System ("**PERS**").

3. **Section 4**, subsection (C) shall be replaced with the following:

C. Termination Without Cause:

(i) The CITY may without cause terminate EMPLOYEE upon thirty (30) days written notice. At the end of said thirty (30) day period, EMPLOYEE's service to the CITY shall automatically terminate. EMPLOYEE shall be allowed to use accrued vacation, not to exceed ten (10) working days, during said thirty (30) calendar day notification period. EMPLOYEE shall thereupon be entitled to receive a lump sum severance pay equal to six (6) months salary only (i.e. without benefits), plus any salary earned as of the final date of employment and accrued vacation leave, provided that Government Code § 53260(a) shall be complied with to the extent applicable. Upon payment of said lump sum, all other obligations of both CITY and EMPLOYEE under this Agreement shall cease. The 6-month severance pay shall be increased at a rate of one additional month for each full year of EMPLOYEE's service as the City Manager, up to a maximum of twelve (12) months. Notwithstanding any other provision within this Agreement, and in order to promote accountability, the EMPLOYEE's right to severance pay hereunder shall be suspended during such times when the EMPLOYEE becomes delinquent as to those specified goals which the City Council has set in connection with the EMPLOYEE's completed annual performance evaluation. The aforementioned suspension shall only be authorized within the first three (3) years immediately following the signing of Amendment No. 1 of this Agreement.

(ii) In order to be terminated by CITY either with or without cause, three (3) or more Council members (regardless of the number of Council members

participating in the vote and regardless of whether or not any vacancies on the Council exist at the time of the vote) must affirmatively vote in favor of termination at a regular and duly noticed City Council meeting. Unless otherwise required by law, and notwithstanding any other provision within this Agreement, the parties agree that EMPLOYEE shall not be terminated without cause within nine (9) months after two or more new members are sworn-in and seated on the City Council, whether by election, appointment or otherwise, except upon a Council vote of at least four-fifths (4/5) in favor of termination. It is agreed that the vote of any abstaining Council member shall not count as an affirmative vote for termination even if counted toward a quorum.

(iii) Notwithstanding any other provision within this Agreement, the parties agree that if, within nine (9) months after two or more new members are sworn-in and seated on the City Council, whether by election, appointment or otherwise, the City Council decides to terminate EMPLOYEE without cause, then EMPLOYEE shall upon the effective date of such termination be entitled to severance pay of eighteen (18) months of salary, or such other applicable maximum amount established under Government Code § 53260.

4. Except for the foregoing amended Section(s) of said Agreement, all other terms and conditions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City Council of the City of Avenal has authorized its Mayor to sign and execute this Agreement on behalf of the CITY, as set forth below, and EMPLOYEE has signed and executed this Agreement. The signatures of the parties below indicate that each has read and understood the Agreement and will abide by the terms stated herein.

[SIGNATURES ON NEXT PAGE]

//
//

Date:_____ _____
Alvaro Preciado, Mayor

Date:_____ _____
Antony V. López

APPROVED AS TO FORM:

_____
Moses Diaz, City Attorney

MD\

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF: Authorization to Execute Amendment No. 2 to City Manager employment agreement.	**RESOLUTION 2026-__05__**

WHEREAS, on or about October 8, 2020, the City Council adopted a resolution ratifying the signing of a two-year employment agreement for the City Manager;

WHEREAS, following a successful performance evaluation of the City Manager, the CITY and EMPLOYEE entered into an amendment to the City Manager's employment Agreement ("**Amendment No. 1**") which was signed on or about February 22, 2023, to extend the term of the employment Agreement, and to increase the City Manager's compensation;

WHEREAS, in May 2025, each and all five (5) members of the City Council of CITY unanimously approved a favorable performance evaluation of the City Manager, which included the setting of various goals for the City Manager to make progress toward, prior to the City Manager's next performance evaluation, including goals which require the City Manager to work toward bringing options on certain matters to the City Council for approval; and

WHEREAS, the City Council and the City Manager now desire to amend said employment agreement to extend its term and to increase the City Manager's compensation.

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL REGULAR MEETING HELD ON **January 8, 2026**, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____ ATTEST: _____

Alvaro Preciado, Mayor
CITY OF AVENAL

MARIA A. ORTIZ, City Clerk
CITY OF AVENAL

* * * * * * * * * * * * * * * * * *

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found the foregoing recitals to be true, correct and incorporated herein;

2. Found that Antony V. López has demonstrated to the satisfaction of the City Council that he satisfies the qualifications for holding the public office of the City Manager of the City of Avenal;

3. Approved, ratified and authorized the Mayor to sign, on behalf of the City, an amendment to the City's employment agreement with Antony V. López, with a new base salary of one hundred fifty-eight thousand U.S. dollars ($195,000.00 USD) per year, and those other revisions which are specified in the final draft of **Amendment No. 2**, as presented to the Council at the aforementioned regular meeting; and

4. Ordered and authorized the Mayor and relevant City staff to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

* * * * * * * * * * * * * * * * * *

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:
Appointment of City Manager and authority to sign related employment agreement.

RESOLUTION 2020- 43

WHEREAS, the City of Avenal ("**City**") is a general law city under Government Code § 34102, and is governed by a legislative body ("**City Council**"), as defined by Government Code § 34000, consisting of five (5) seats which are democratically elected by members of the general public who are registered voters;

WHEREAS, pursuant to Avenal Municipal Code § 2-4.102, the City Council is authorized to at any time appoint and remove a City Manager, at the pleasure of the City Council;

WHEREAS, a vacancy exists as to the public office of the City Manager due to the retirement of the City's long-time City Manager Melissa G. Whitten whom is now on leave-of-office;

WHEREAS, the City Council has undertaken a recruitment process for a new City Manager and reviewed relevant publicly-available compensation information but otherwise has not solicited nor received any recommendation as to the salary or benefits for the new City Manager; and

WHEREAS, the City Council desires to approve the appointment of Antony V. López as the new City Manager and to approve, ratify and/or otherwise authorize the signing of an employment agreement on behalf of the City, with Antony V. López.

UPON MOTION OF COUNCIL MEMBER CARRIZALES, SECONDED BY COUNCIL MEMBER HERNANDEZ, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL REGULAR MEETING HELD ON **October 8, 2020**, BY THE FOLLOWING VOTE:

AYES: CARRIZALES, HERNANDEZ, RAMIREZ, PRECIADO.
NOES: NONE.
ABSTAIN: NONE.
ABSENT: NONE.

Alvaro Preciado, Mayor
CITY OF AVENAL

ATTEST:

MARIA A. ORTIZ, City Clerk
CITY OF AVENAL

* * * * * * * * * * * * * * * * * *

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found the foregoing recitals to be true, correct and incorporated herein;

2. Found that Antony V. López has demonstrated to the satisfaction of the City Council that he satisfies the qualifications for holding the public office of the City Manager of the City of Avenal;

3. Approved, ratified and authorized the Mayor to sign, on behalf of the City, an employment agreement with Antony V. López, with a base salary of one hundred eighteen thousand six hundred U.S. dollars ($118,600.00 USD) per year, plus those standard benefits afforded to the retiring City Manager, as specified within said employment agreement;

4. Appointed Antony V. López as the new City Manager of the City of Avenal, effective as of the date specified in the aforementioned employment agreement signed by the City and Antony V. López; and

5. Ordered and authorized the Mayor and relevant City staff to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

* * * * * * * * * * * * * * * * * *

EMPLOYMENT AGREEMENT

This Agreement is made and entered into on the latest date set forth by signature below by and between the City of Avenal, California ("**CITY**") and Antony V. López ("**EMPLOYEE**") both of whom understand and agree as follows:

WHEREAS, CITY desires to employ the services of EMPLOYEE as City Manager;

WHEREAS, it is the desire of the CITY to provide certain benefits, to establish certain conditions of employment and to set working conditions for EMPLOYEE; and

WHEREAS, EMPLOYEE desires to accept employment as City Manager for the City of Avenal under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Appointment and Duties.

A. The City Council hereby appoints EMPLOYEE as City Manager of the City of Avenal, to competently perform functions and duties of the City Manager as set forth in the City of Avenal Municipal Code, as it may be amended from time to time, in addition to any other functions and duties specified by State and federal law, CITY ordinance or resolution, CITY policies, operative job description or other directive, and to perform other legally permissible and proper duties and functions as the City Council shall assign from time to time, without additional compensation aside from the compensation provided for in this Agreement. Both parties acknowledge that the specific duties of the position may vary from time to time. EMPLOYEE must work exclusively for CITY and must not consult or accept concurrent employment or commercial business opportunity with any other person or entity without the prior approval of CITY's governing body, except that EMPLOYEE may continue any such existing activity for a maximum of up to ten (10) hours per week.

B. EMPLOYEE must devote his/her best efforts, full energy, skill, ability and productive time to the performance of his/her duties under this Agreement.

C. EMPLOYEE shall not engage in any employment, activity, consulting service or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of his/her duties under this Agreement. Any such activity must be disclosed in writing to the City Council prior to engaging in the same and failure of CITY to promptly object or take any action after such a disclosure shall not under any circumstance constitute an approval or waive of rights by CITY.

Section 2: Term of Agreement.

A. This Agreement shall be effective commencing on the earlier of either **October 5, 2020** or the date this Agreement becomes fully signed by all parties, and the

term of this Agreement shall automatically expire at the end of the calendar day (11:59:59 P.M. local time) on **October 5, 2022**.

B. Thereafter, if this Agreement was not extended, or if a new or different agreement did not replace this Agreement, and if CITY and EMPLOYEE proceed to engage in active negotiations toward either of those, then the rate of compensation and benefits earned by EMPLOYEE as of **October 1, 2022** shall remain the same if EMPLOYEE is requested by the City Council to, and does without interruption, continue to perform the terms of this Agreement, until either a mutually suitable final agreement is reached between CITY and EMPLOYEE or until either party provides the other with written notice of final termination at least fifteen (15) days before the effective date thereof.

C. Nothing in this Section shall prevent, limit, or otherwise interfere with the right of the CITY to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in this Agreement.

D. Nothing in this Section shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time from his/her position with the CITY, subject only to the provisions set forth in this Agreement

Section 3: Compensation and Benefits.

A. CITY agrees to pay EMPLOYEE, for his/her services rendered under this Agreement, a *gross* annual salary of one hundred eighteen thousand six hundred U.S. dollars ($118,600 USD) per year. This compensation shall be earned and payable on a pro rata basis at the close of each pay period, and paid to EMPLOYEE at the same times, and in the same manner, as full-time salaried employees of the CITY are paid, and shall be subject to all applicable taxes and withholdings, which may include without limitation Social Security, FICA and employee contributions for the Public Employee Retirement System ("**PERS**").

B. The parties agree that EMPLOYEE shall be responsible for the employee portion of contributions which are required by applicable laws, benefits providers and retirement plans, including without limitation those for Social Security and PERS, and the CITY shall be responsible for the corresponding employer contributions.

C. **Benefits**:

(i) General: The parties agree that EMPLOYEE shall be entitled to paid administrative leave, paid sick leave, paid holiday leave, life insurance and employer PERS contributions as provided under this Agreement.

(ii) PERS: EMPLOYER shall provide the Public Employees Retirement System (PERS) retirement to EMPLOYEE. EMPLOYER shall pay the entire employer contribution rate to PERS to maintain the 2% at 62 program. EMPLOYEE shall pay the employee

portion of the PERS contribution. Any change in the retirement program awarded to CITY's department heads shall also be awarded to EMPLOYEE.

(iii) Health Insurance: CITY shall pay all premiums for EMPLOYEE to receive a Healthcare Program, Dental Plan and Vision Plan for EMPLOYEE and EMPLOYEE's qualifying dependents, in accordance with the rules and regulations governing those insurance plans under the CITY's contract for the same. The EMPLOYEE shall not be entitled to receipt of any cash equivalent amount representing the cost of these benefits.

(iv) Life Insurance: EMPLOYER shall provide life insurance coverage for EMPLOYEE, through a carrier of EMPLOYER's choice, with a benefit amount of at least $50,000. Cost of the premium for coverage shall be paid by EMPLOYER and payment of benefits shall be to a beneficiary of the EMPLOYEE's choice in accordance with the terms of the insurance program.

(v) Vacation Leave: EMPLOYEE shall accrue paid vacation leave at the applicable rate prescribed by the City Council's paid vacation accrual policy, as amended from time-to-time, which is generally applicable to all CITY employees. Accrual of vacation leave shall be capped and shall not under any circumstances exceed 320 hours. When necessary to avoid exceeding such maximum accrual limit, the EMPLOYEE shall be allowed to cash-out accrued an amount of vacation time equal to that which accrued during the preceding twelve (12) month period. Vacation leave may be taken with the approval of the City Council and consistent with policies of the CITY. Upon separation from service with the CITY the EMPLOYEE shall be paid for all accrued vacation leave consistent with the then-existing CITY policy as amended from time to time.

(vi) Administrative Leave: EMPLOYEE may accrue up to one hundred twenty (120) hours of paid general administrative leave plus an additional twenty-four (24) hours of paid personal administrative leave per year, each of which shall concurrently accrue each pay period on a prorated basis. EMPLOYEE may borrow up to the amount of EMPLOYEE's annual allotment of 120 hours of general administrative leave, minus any administrative leave which has already accrued, whenever EMPLOYEE has not yet accrued sufficient administrative leave to use. In the event the EMPLOYEE's employment with the CITY terminates, all borrowed unaccrued administrative leave shall be repaid/credited to the CITY, at EMPLOYEE's rate of compensation at the time of separation, in conjunction with any compensation to be paid EMPLOYEE. Unused administrative leave shall not be carried forward from calendar year to calendar year.

(vii) Sick Leave: EMPLOYEE shall accrue paid sick leave at the applicable rate prescribed by the City Council's paid sick leave accrual policy, as amended from time-to-time, which is generally applicable to all CITY employees. Sick leave shall accrue without limit. In the event the EMPLOYEE's employment with CITY terminates, EMPLOYEE shall not be entitled to payment for unused sick leave. In the event the EMPLOYEE retires without any disciplinary action pending, EMPLOYEE shall still not be paid out any accrued

and unused sick leave, but the same shall be counted as service credit, and/or in such manner which is consistent with the CITY's then-existing policy, which may be amended from time to time.

(viii) Holiday Leave: EMPLOYEE shall accrue paid holiday leave at a rate of eight (8) hours for each holiday recognized by the CITY, plus two (2) personal holidays. This time shall accrue without limit. In the event the EMPLOYEE terminates employment with the CITY, EMPLOYEE shall be paid out for all unused accrued holiday leave at EMPLOYEE's rate of pay at the time of separation, or in such manner which is consistent with the CITY's then-existing policy, which may be amended from time to time.

(ix) Smart Cellular Telephone: Consistent with the CITY's practice or policy (which may be revised from time to time) with CITY's department heads, CITY at its own expense shall provide EMPLOYEE with a cellular telephone under CITY's wireless telephone account or the EMPLOYEE may voluntarily waive this benefit and elect to utilize their own personal device at their own expense and without reimbursement from the CITY.

(x) Tuition Reimbursement: This contribution shall only be provided in accordance with terms of a citywide employee benefits policy(ies), if any, as updated from time to time. As of the date of this Agreement, this citywide benefit was repealed and may be re-established in the future.

(xi) Automobile Benefit: In lieu of a CITY vehicle, EMPLOYEE negotiated additional salary, and agreed that EMPLOYEE will provide and utilize a reliable, maintained, registered and insured personal vehicle when necessary for CITY business and he/she shall not be entitled to mileage reimbursement for such use. The level of liability coverage must be no less than an aggregate limit of $100,000.00. Employee shall be entitled to use a CITY vehicle for out-of-county travel on CITY business.

D. **Performance, Salary and Informal Evaluations**: The City Council shall review and evaluate the performance and salary of the EMPLOYEE at least once annually, on or about the EMPLOYEE's employment anniversary and at such other time(s) as may be desired by the Council. Additionally, during the first year of this Agreement, the EMPLOYEE shall be entitled to initiate and obtain an informal performance evaluation approximately ninety (90) days and one hundred eighty (180) days after the EMPLOYEE begins his/her employment hereunder. The annual review and evaluation may be in accordance with specific criteria developed jointly by the City Council or designee and EMPLOYEE. Such criteria may be revised, added to or deleted from time to time. If satisfied with EMPLOYEE's performance, CITY shall have the right, in its sole and absolute discretion, to either award a salary increase or decline to award such an increase.

Section 4: At-Will Employment.

A. EMPLOYEE understands and expressly agrees that EMPLOYEE has no constitutionally protected property or other interest in his/her employment as City Manager.

EMPLOYEE understands and expressly agrees that EMPLOYEE serves at the will and pleasure of the City Council pursuant to Government Code § 36506 and that EMPLOYEE may be terminated or asked to resign at any time, with or without cause, subject to the terms of this Agreement.

B. Resignation: EMPLOYEE must give the CITY at least sixty (60) days prior written notice if EMPLOYEE voluntarily resigns from the City Manager position prior to expiration of this Agreement.

C. Termination Without Cause: The CITY may without cause terminate EMPLOYEE upon thirty (30) days written notice. At the end of said thirty (30) day period, EMPLOYEE's service to the CITY shall automatically terminate. EMPLOYEE shall be allowed to use accrued vacation, not to exceed ten (10) working days, during said thirty (30) calendar day notification period. EMPLOYEE shall thereupon be entitled to receive a lump sum severance pay equal to six (6) months salary only (i.e. without benefits), plus any salary earned as of the final date of employment and accrued vacation leave, provided that Government Code § 53260(a) shall be complied with to the extent applicable. Upon payment of said lump sum, all other obligations of both CITY and EMPLOYEE under this Agreement shall cease. In order to be terminated by CITY either with or without cause, three (3) or more Council members (regardless of the number of council members participating in the vote and regardless of whether or not any vacancies on the Council exist at the time of the vote) must affirmatively vote in favor of termination at a regular and duly noticed City Council meeting. Accordingly, votes of any abstaining members shall not count as an affirmative vote even if counted toward a quorum.

D. Termination After Election: The City Council may not terminate EMPLOYEE without cause during the ninety (90) day period following any municipal election in which any new member of the City Council is elected.

E. Termination for Cause: Notwithstanding any other provision of this Agreement, CITY may terminate this Agreement for cause upon ten (10) days written notice to EMPLOYEE. For the purposes of this Agreement, cause is defined as follows: (a) The arrest or conviction of EMPLOYEE for any illegal act involving personal gain to him/her, sexual misconduct and/or any felony; (b) Abuse of non-prescription controlled substances or alcohol which materially affects or carries the potential to materially affect the performance of the EMPLOYEE's duties; (c) Repeated or protracted unexcused absences from the City Manager's office and duties; (d) Any unlawful conduct which results in a substantial risk of exposure to civil liability to the CITY; or (e) Breach of any obligation imposed by this Agreement. At the end of said 10-day notice period, the EMPLOYEE's services shall terminate and all further obligations of both EMPLOYEE and CITY under this Agreement shall cease. Any termination pursuant to this subsection shall not prejudice any other remedy to which the CITY may, either at law, in equity or under this Agreement, be entitled.

Section 5: Hours of Work.

A. EMPLOYEE shall commence work under this Agreement upon full execution of this Agreement by all parties but in no event later than October 5, 2020. The City Manager position is an exempt employee position and EMPLOYEE is expected each month to engage in a sufficient number of hours of work necessary to competently fulfill the obligations of the City Manager position. Though the City Manager position does not have a particular set of hours of work, the City Manager must be available at all reasonable times, including during any emergency or other exigency which arises.

B. Unless excused by the City Council, EMPLOYEE is expected to attend all City Council meetings and any other formal regular and special meetings of CITY's public bodies as the City Council may direct. Regular City Council meetings are presently scheduled for the evening on the Second (2nd) and Fourth (4th) Thursday of each month. The schedule of meetings may be amended from time to time.

C. Except in connection with evening meetings of CITY and its public bodies, EMPLOYEE must carry out his/her employment duties primarily during normal business/office hours as set by the City Council, local ordinance, State law or applicable grant funding requirements.

Section 6: Payment of Expenses of Employment.

The CITY shall pay the following usual and customary employment expenses.

A. Professional Development: CITY agrees to budget and pay the professional dues, subscriptions, travel and other business expenses of the EMPLOYEE reasonably necessary for his/her continuation and participation in national, regional, State and local associations and organizations selected by the City Council, including the League of California Cities and similar organizations, necessary and desirable for his/her continued professional participation, growth and advancement, and for the benefit of the CITY. Notwithstanding the foregoing, CITY shall have the sole and exclusive discretion as to which items noted in this paragraph shall be paid by CITY.

B. The cost of any fidelity or other bonds or equivalent required by law for the City Manager.

C. The cost to defend and indemnify EMPLOYEE to the extent required by California law, as provided by the California Tort Claims Act [Government Code §§ 810 et seq.] in Government Code §§ 825-825.6 and/or 995-995.6, or otherwise.

Section 7: Notice.

A. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid, with either return-receipt requested or delivery confirmation, and addressed as follows:

CITY:

Mayor and City Clerk
CITY OF AVENAL
919 Skyline Boulevard
Avenal, California 93223
559-386-5766
559-386-0629 (fax)

With A Copy To:

Moses Diaz, City Attorney
CENTRAL VALLEY LEGAL SERVICES A Professional Corporation
121 East Main Street, Suite 202
Visalia, California 93291
559-900-3500
559-900-3555 – (fax)

EMPLOYEE:
Antony V. López
(Address provided by employee is on file)

B. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

Section 8: General Provisions.

A. **Entire Agreement Represented**: This Agreement represents the entire agreement between EMPLOYEE and CITY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties and without expressly and specifically referencing an intent to supersede or otherwise amend this Agreement.

B. **Conflict With Laws or Regulations/Severability**: If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

C. **Attorneys' Fees**: If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

D. **Waivers**: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either

performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

E. **Representation by Legal Counsel**: The parties acknowledge and agree that they were, or had a reasonable opportunity to be, represented individually by legal counsel with respect to the matters which are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

F. **Construction**: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

G. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of California. EMPLOYEE agrees to perform this Agreement in accordance with all applicable federal, State and local laws. EMPLOYEE and CITY agree that venue for any dispute shall be in Tulare County, California, although nothing in this paragraph shall preclude the parties from agreeing to some form of alternative dispute resolution.

H. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

I. **Assignment**: Unless otherwise provided in this Agreement, CITY is relying on the personal skill, expertise, training and experience of EMPLOYEE and no part of this Agreement may be assigned or subcontracted by EMPLOYEE without the prior written consent of CITY. Any attempted assignment shall be null and void.

J. **No Third-Party Beneficiaries Intended**: Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity other than a signatory hereto with any benefit or enforceable legal or equitable right or remedy.

IN WITNESS WHEREOF, the City Council of the City of Avenal has authorized its Mayor to sign and execute this Agreement on behalf of the CITY, as set forth below, and EMPLOYEE has signed and executed this Agreement. The signatures of the parties below indicate that each has read and understood the Agreement and will abide by the terms stated herein.

[SIGNATURES ON NEXT PAGE]

Date: 10/2/2020

Alvaro Preciado, Mayor

Date: 10/02/2020

Antony V. López

APPROVED AS TO FORM:

Moses Diaz, City Attorney

MD\

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:
Authorization to Execute Amendment No. 1 to City Manager employment agreement.

RESOLUTION 2023-_15__

WHEREAS, on or about October 8, 2020, the City Council adopted a resolution ratifying the signing of a two-year employment agreement for the City Manager; and

WHEREAS, the City Council and the City Manager now desire to amend said employment agreement and extend its term an additional five (5) years.

UPON MOTION OF COUNCIL MEMBER **GRAVELLE**, SECONDED BY COUNCIL MEMBER **HERNANDEZ**, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL REGULAR MEETING HELD ON **February 23, 2023**, BY THE FOLLOWING VOTE:

AYES: **GRAVELLE, HERNADEZ, VERDUGO, RAMIREZ, PRECIADO.**

NOES: **NONE.**

ABSTAIN: **NONE.**

ABSENT: **NONE.**

Alvaro Preciado, Mayor
CITY OF AVENAL

ATTEST:

MARIA A. ORTIZ, City Clerk
CITY OF AVENAL

* * * * * * * * * * * * * * * * * * *

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found the foregoing recitals to be true, correct and incorporated herein;

2. Found that Antony V. López has demonstrated to the satisfaction of the City Council that he satisfies the qualifications for holding the public office of the City Manager of the City of Avenal;

3. Approved, ratified and authorized the Mayor to sign, on behalf of the City, an amendment to the City's employment agreement with Antony V. López, with a new base salary of one hundred fifty-eight thousand U.S. dollars ($158,000.00

USD) per year, and those other revisions which are specified in the final draft of Amendment No. 1, as presented to the Council at the aforementioned regular meeting; and

4. Ordered and authorized the Mayor and relevant City staff to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

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CITY MANAGER EMPLOYMENT AGREEMENT
AMENDMENT NO. 1

This Amendment is made and entered into and is effective as of **October 5, 2022**, between the City of Avenal ("**CITY**") and Antony V. López ("**EMPLOYEE**") both of whom understand and agree as follows:

WHEREAS, the CITY and EMPLOYEE entered into an employment agreement which became effective on or about October 5, 2020 ("**Agreement**"), and which was set to expire on or about October 5, 2022;

WHEREAS, prior to the expiration of such Agreement, EMPLOYEE proceeded to opened negotiations with the CITY to extend the Agreement, and the City Council of CITY selected two of its members to negotiate the tentative terms of the extension of the Agreement, which is subject to actual and final approval by the City Council; and

WHEREAS, the CITY and EMPLOYEE now desire to enter into this Amendment to the Agreement to extend and amend the Agreement only as to the terms provided for herein.

NOW THEREFORE, in consideration of the mutual agreement and covenants herein contained, the parties agree to amend the Agreement as follows:

1. **Section 2**, shall be replaced with the following:

A. This Agreement shall be effective commencing on the earlier of either **October 5, 2020** or the date this Agreement becomes fully signed by all parties, and the term of this Agreement shall automatically expire at the end of the calendar day (11:59:59 P.M. local time) on **October 5, 2027**.

B. Thereafter, if this Agreement was not extended, or if a new or different agreement did not replace this Agreement, and if CITY and EMPLOYEE proceed to engage in active negotiations toward either of those, then the rate of compensation and benefits earned by EMPLOYEE as of **October 1, 2027** shall remain the same if EMPLOYEE is requested by the City Council to, and does without interruption, continue to perform the terms of this Agreement, until either a mutually suitable final agreement is reached between CITY and EMPLOYEE or until either party provides the other with written notice of final termination at least fifteen (15) days before the effective date thereof.

C. Termination for Disability/Fitness for Duty Examination: Notwithstanding any other provision within this Agreement, this Agreement shall terminate and the CITY shall not be obligated to make any severance payment whenever the EMPLOYEE is unable to perform the essential functions of his/her position due to any physical or mental illness or other disability, for a period of no less than (3) months, and it is medically determined that the EMPLOYEE is disabled

from performing the essential functions of his/her position, with or without reasonable accommodation.

(i) A determination that the EMPLOYEE is so disabled shall be made by the City Council based upon competent medical evidence and in accordance with applicable California and federal laws pertaining to the protection of disabled employees.

(ii) If at any time it is determined by the City Council that a question exists as to the EMPLOYEE's ability to perform the essential functions of his/her position, the City Council may require that the EMPLOYEE undergo a comprehensive fitness for duty medical and/or psychological examination with a qualified medical evaluator, licensed and certified by the State of California, paid for and selected by the CITY.

(iii) Prior to the examination, the EMPLOYEE agrees to execute all CITY provided medical releases from all treating health care providers, authorizing the CITY appointed medical evaluator to review all medical records. EMPLOYEE hereby waives any physician-patient privilege, right of privacy, or other privilege or immunity only to the extent necessary to permit the CITY review of and action upon the examination and report provided for herein. The conclusions and findings of the report shall remain confidential to the extent permitted by law, unless a legal dispute arises in which case the dispute may be litigated publicly in a court of law.

D. Nothing in this Section shall prevent, limit, or otherwise interfere with the right of the CITY to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in this Agreement.

E. Nothing in this Section shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time from his/her position with the CITY, subject only to the provisions set forth in this Agreement

2. **Section 3**, subsections (A) and (C)(xi) shall be replaced with the following:

A. CITY agrees to pay EMPLOYEE, for his/her services rendered under this Agreement, a *gross* annual salary of one hundred fifty-eight thousand U.S. dollars ($158,000.00 USD) per year. This compensation shall be earned and payable on a pro rata basis at the close of each pay period, and paid to EMPLOYEE at the same times, and in the same manner, as full-time salaried employees of the CITY are paid, and shall be subject to all applicable taxes and withholdings, which may include without limitation Social Security, FICA and employee contributions for the Public Employee Retirement System ("**PERS**").

C. **Benefits**:

...

(xi) Automobile Benefit: As further compensation, EMPLOYEE shall be entitled to use of a CITY automobile, to commute to and from work and to attend all work-related meetings, conferences, appointments and other events, which shall be insured, repaired and otherwise maintained at the CITY's expense. The value of said benefit shall not count in any computation towards the PERS retirement program and no cash equivalent shall be paid to EMPLOYEE if he/she shall decline this benefit. .

3. **Section 3**, subsections (C)(xii) and (E) shall be added into the Agreement and provide in-full as follows:

(xii) Onsite Storage: EMPLOYEE shall be entitled to store, in a safe manner, any trailer and non-hazardous equipment owned by EMPLOYEE which EMPLOYEE uses for CITY business, at expense to CITY, on CITY property; provided that such storage does not at any time substantially interfere with any normal operation(s) of any CITY department. By storing such equipment upon any CITY property, the EMPLOYEE agrees that neither the CITY nor any of its liability or insurance carriers shall be responsible for any damage or loss whatsoever sustained by such equipment or EMPLOYEE, resulting in any way whatsoever from the storage of any such equipment on CITY property.

(E) Annual Strategic Planning: The City Council shall annually participate in strategic planning and goal setting facilitated by a third-party consultant selected by the City Council and paid for by the CITY. The City Manager shall be entitled to attend and participate in relevant portions of the same.

4. **Section 4**, subsection (C) shall be replaced with the following:

C. Termination Without Cause: The CITY may without cause terminate EMPLOYEE upon thirty (30) days written notice. At the end of said thirty (30) day period, EMPLOYEE's service to the CITY shall automatically terminate. EMPLOYEE shall be allowed to use accrued vacation, not to exceed ten (10) working days, during said thirty (30) calendar day notification period. EMPLOYEE shall thereupon be entitled to receive a lump sum severance pay equal to six (6) months salary only (i.e. without benefits), plus any salary earned as of the final date of employment and accrued vacation leave, provided that Government Code § 53260(a) shall be complied with to the extent applicable. Upon payment of said lump sum, all other obligations of both CITY and EMPLOYEE under this Agreement shall cease. In order to be terminated by CITY either with or without cause, three (3) or more Council members (regardless of the number of Council members participating in the vote and regardless of whether or not any vacancies on the Council exist at the

time of the vote) must affirmatively vote in favor of termination at a regular and duly noticed City Council meeting. Accordingly, votes of any abstaining members shall not count as an affirmative vote even if counted toward a quorum. The 6-month severance pay shall be increased at a rate of one additional month for each full year of EMPLOYEE's service as the City Manager, up to a maximum of twelve (12) months. Notwithstanding any other provision within this Agreement, and in order to promote accountability, the EMPLOYEE's right to severance pay hereunder shall be suspended during such times when the EMPLOYEE becomes delinquent as to those specified goals which the City Council has set in connection with the EMPLOYEE's completed annual performance evaluation. The aforementioned suspension shall only be authorize within the first three (3) years immediately following the signing of Amendment No. 1 of this Agreement.

5. **Section 7**, subsections (A) shall be replaced with the following:

A. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid, with either return-receipt requested or delivery confirmation, and addressed as follows:

CITY:

Mayor and City Clerk
CITY OF AVENAL
919 Skyline Boulevard
Avenal, California 93223
559-386-5766
559-386-0629 (fax)

With A Copy To:

Moses Diaz, City Attorney
PUBLIC INTEREST LAW FIRM,
A Professional Corporation
2924 West Main Street
Visalia, California 93291
559-900-3500
559-900-3555 (fax)

EMPLOYEE:
Antony V. López
(Address provided by employee is on file)

6. Except for the foregoing amended Section(s) of said Agreement, all other terms and conditions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City Council of the City of Avenal has authorized its Mayor to sign and execute this Agreement on behalf of the CITY, as set forth below, and EMPLOYEE has signed and executed this Agreement. The signatures of the parties below indicate that each has read and understood the Agreement and will abide by the terms stated herein.

[SIGNATURES ON NEXT PAGE]

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Date: 2/22/23

Alvaro Preciado, Mayor

Date: 02/22/2023

Antony V. López

APPROVED AS TO FORM:

2/23/2023

Moses Diaz, City Attorney

MD\