CITY OF AVENAL

"Pistachio Capital of the World®"

REGULAR CITY COUNCIL/SUCCESSOR AGENCY/PFA MEETING

JANUARY 22, 2026; 5:15 P.M.

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

VIA ZOOM VIDEO/WEB CONFERENCING:

Web Link: https://us02web.zoom.us/j/84610656694

Or by calling **+1 669 900 6833** and use meeting ID **846 106 56694** to join.

Study Session: 4:30pm - Investments 101 Presentation/Discussion with Optimized Investment Partners, LLC

LAST ORDINANCE: 2025-03 **CITY LAST RESOLUTION: 2026-03**

(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.

   Mayor Preciado and Councilmember Verdugo will be participating remotely, from the Hyatt Regency Sacramento 1209 L Street, Sacramento, CA 95814, for representing the City at the League of California 2026 Mayors and Council Members Academy

   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: ***Ysaias (Chayito) Castañeda Roman –*** *Contributions to Senior Nutrition Program*
   Delfina Ulloa; Benjamin Enriquez; Virginia Zarate; Bertha Montoya;
   Arcelia Celis *– Volunteerism at Food Distributions*

4. **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 January 8, 2026 Regular Meeting.
   B. Ratify by motion, entry into a litigation services agreement with Colantuono, Highsmith & Whatley, PC.
   C. Consider Approval of Water Treatment Plant Filter Rebuild for Plants 1 & 2 (Discussion/Action).

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

   A. Consider Appointment to the Planning Commission: Braulio Zarate (Discussion/Action).
   B. Investments 101 Presentation and Consider Possible Approval for Agreement for Investment Advisory Services with Optimized Investment Partners, LLC (Discussion/Action).

6. **ACTIVITY REPORTS/SPECIAL PRESENTATIONS & COMMITTEE REPORTS:**

   A. Activity Reports:
      1. PARCS (Parks, After School, Recreation and Community Services) Department Activity Report: PARCS Director, Anna Lara.

7. **PUBLIC HEARING(s):**

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

   A. None

8. **OLD BUSINESS**:

   A. Consider Approval of City Manager Employment Agreement, Amendment #2.

9. **NEW BUSINESS**:

   A. None.

10. CLOSED SESSION: (City/Successor Agency):

A. Conference with Real Property Negotiator(s) (Government Code § 54956.8).
It is the intent of this governing body to meet in Closed Session to confer with its real property negotiator(s) concerning the purchase, sale, exchange, or lease of real property by or for this agency as follows:

1. Property Description: **APNs: 040-320-009-000; 040-320-014-000**; **036-170-035-000; 038-260-048-000; 038-260-062-000; 038-260-061-000; 038-260-002-000** Negotiator(s): City Manager/City Attorney/City Engineer. Party with whom negotiating: Pearson Reality. Instructions to negotiator concerning: Terms of Payment.

B. CONFERENCE WITH LABOR NEGOTIATOR(S) (Government Code § 54957.6).
It is the intent of this governing body to meet in Closed Session to review its position and to instruct its designated representatives: Designated representatives- **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 – 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. *City of Avenal v. Lupe Villa, County of Kings, et al.,*
County's attempted to usurp and/or impersonate City Elections Official; Lupe Villa, County Elections Official confirmed at the 1/8/2026 Council meeting that no agreement exists for the County to provide any municipal recall election services on behalf of the City, stating he acted under prior City elections resolutions in handling municipal recall petitions.

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: *County of Kings DA, v. City of Avenal*
(Kings County Superior Court, **Case No. 25CU0549**)

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 19, 2026.

/s/ Maria Ortiz
Maria Ortiz, City Clerk

CIUDAD DE AVENAL
"Capital® Mundial del Pistacho"
REUNIÓN REGULAR DEL AYUNTAMIENTO/AGENCIA SUCESORA/PFA 22 DE ENERO DE 2026; 17:15
AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA

A TRAVÉS DE ZOOM VIDEO/VIDEOCONFERENCIA:
Enlace web: https://us02web.zoom.us/j/84610656694
O llamando **al +1 669 900 6833** y usando el ID de reunión **846 106 56694** para unirte.

Sesión de estudio : 4:30 - Presentación/discusión de Inversiones 101 con Optimized Investment Partners, LLC

ÚLTIMA ORDENANZA: 2025-03 **ÚLTIMA RESOLUCIÓN DE LA CIUDAD: 2026-03**
(SA) ÚLTIMA RESOLUCIÓN: 2025-02 **ÚLTIMA RESOLUCIÓN DE PFA: 2024-03**

AGENDA

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

2. **PASE DE LISTA**: Concejales: Ricardo Verdugo, David Reynosa, Pablo Hernández, alcalde pro tempore, M. Leticia Gamez; Alcalde, Álvaro Preciado. ***El alcalde Preciado y el concejal Verdugo participarán de forma remota, desde el Hyatt Regency Sacramento 1209 L Street, Sacramento, CA 95814, por representar a la ciudad en la Academia de Alcaldes y Concejales de la Liga de California 2026***

   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: **Ysaias (Chayito) Castañeda Roman –** Contribuciones al Programa de Nutrición para Mayores. **Delfina Ulloa; Benjamin Enriquez; Virginia Zarate; Bertha Montoya; Arcelia Celis** – Voluntariado en distribuciones de alimentos*

4. **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. Consideremos la aprobación de actas por parte de la Ciudad de Avenal/Agencia Sucesora para la reunión ordinaria del 8 de enero de 2026.
   B. Ratificar mediante moción, la celebración de un acuerdo de servicios litigiosos con Colantuono, Highsmith & Whatley, PC.
   C. Considere la aprobación de la reconstrucción del filtro de la planta de tratamiento de agua para las plantas 1 y 2 (discusión/acción).

5. **ALCALDE Y CONCEJAL/ AGENCIA SUCESORA/ PUNTOS A CONSIDERAR:**
   A. Consideremos el nombramiento en la Comisión de Planificación: Braulio Zarate (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).

6. **INFORMES DE ACTIVIDADES/PRESENTACIONES ESPECIALES E INFORMES DE COMITÉS:**
   A. Informes de actividad:
      1. Informe de actividades del Departamento de Parques, Actividades Extraescolares, Recreación y Servicios Comunitarios de PARCS:
         Directora de PARCS, Anna Lara.

7. **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. Ninguno

8. <u>ASUNTOS</u> ANTIGUOS:

A. Considere la aprobación del Acuerdo de Empleo del Gerente Municipal, Enmienda #2.

9. <u>NUEVOS NEGOCIOS</u>:

A. Ninguna.

10. <u>SESIÓN CERRADA: (Ciudad/Agencia Sucesora):</u>

A. Conferencia con negociadores de bienes inmuebles (Código de Gobierno § 54956.8).

La intención de este órgano de gobierno es reunirse en sesión cerrada para consultar con su(s) negociador(es) de bienes inmuebles respecto a la compra, venta, Intercambio o arrendamiento de bienes inmuebles por o para esta agencia, de la siguiente manera:

1. Descripción de la propiedad: **APNs: 040-320-009-000; 040-320-014-000; 036-170-035-000; 038-260-048-000; 038-260-062-000; 038-260-061-000; 038-260-002-000** Negociador(es): Gerente de la Ciudad/Abogado de la Ciudad/Ingeniero de la Ciudad.
   Parte con quién negociando: Pearson Reality. Instrucciones al negociador sobre: Términos de pago.

B. CONFERENCIA CON NEGOCIADORES(ES) LABORALES (Código de Gobierno § 54957.6).

La intención de este órgano de gobierno es reunirse en sesión cerrada para revisar su posición e instruir a sus representantes designados: Representantes designados - **<u>Gerente de la ciudad</u>**

C. 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. *Ciudad de Avenal contra Lupe Villa, County of Kings, et al.,*
el intento del condado de usurpar y/o suplantar a funcionario electoral de la ciudad; Lupe Villa, funcionario electoral del condado, confirmó en la reunión del 8/1/2026 que no existe ningún acuerdo para que el condado preste servicios de revocación electoral municipal en nombre de la ciudad, afirmando que actuó bajo resoluciones electorales municipales previas al gestionar las peticiones municipales de revocación.

D. LITIGIO PENDIENTE (Código de Gobierno § 54956.9). La intención de este órgano de gobierno es reunirse en sesión cerrada en relación a: Reunión con el asesor legal LITIGIO EXISTENTE (Código de Gobierno § 54956.9(d)(1)).

Partes, caso/reclamación nº: *County of Kings DA, v. City of Avenal*
(Tribunal Superior del Condado de Kings, **Caso Nº 25CU0549**)

11. <u>CORRESPONDENCIA/ANUNCIOS/COMENTARIOS FINALES</u>:

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. <u>LEVANTAMIENTO</u>:

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 19 de enero de 2026.

<u>/s/ Maria Ortiz</u>
Maria Ortiz, secretaria municipal

CITY OF AVENAL
"Pistachio Capital of the World®"
REGULAR CITY COUNCIL/SUCCESSOR AGENCY MEETING
January 8, 2026 13, 2025, 5:15 P.M.
AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA

MINUTES

CALL TO ORDER & PLEDGE OF ALLEGIANCE: by Mayor Preciado at 5:15 P.M.

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

ABSENT: Mayor Pro Tem Gamez.

STAFF: López, Curiel, Ortiz, Davis, Velasco, Price, Arellano, Guerra, Morillon, Sanchez, Montes, Soto, Brigham, E. López.

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.

PUBLIC COMMENT/ANNOUNCEMENTS & UNSCHEDULED APPEARANCES:
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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*

Antony López, City Manager, provided a brief recap of the *Santa on Patrol* event and distributed Certificates of Appreciation to those who participated. Scott Davis, Public Works Director, introduced new staff members in the Public Works and Animal Control Departments. Chief Velasco introduced new Officer Guerra and returning Officer Sanchez.

Public Comments:
Dalilah Barajas, Avenal resident, questioned whether Council Members truly love the City and if they believe their actions are in the best interest of Avenal. She stated that the City Manager's contract amendment represents reckless governance, and that the Council should instead be discussing his immediate termination, as she believes he has caused harm to the City. She further stated that the initiation of the recall effort resulted from negative actions by the City. Ms. Barajas urged the Council to protect the City, be transparent, and take action during the meeting to demonstrate good faith and commitment to the City's best interests.

Lupe Villa, Kings County Registrar of Voters, presented Certificates of Sufficiency for recall petitions. He stated that the City has 14 days to call an election and that, if the City fails to do so, the County will call an election. Moses Diaz, Legal Counsel, requested clarification regarding whether Mr. Villa has an agreement with the City or the City Clerk to provide election services for the City. Mr. Villa stated that no such agreement exists. He explained that he was present on behalf of the individuals who requested the recall election and that he is following the required procedures. Mr. Villa stated that he believes his authority is based on a prior election resolution submitted when the current Council Members were elected. Mr. Diaz also confirmed that the City Clerk, Maria Angie Ortiz, did not authorize the County to conduct any election services, as previously confirmed via email. The City Clerk and Mr. Villa both confirmed this information verbally to Mr. Diaz. Mr. Villa also confirmed that the recall petitions were submitted to the Kings County Registrar of Voters' office and not to the City Clerk, who is the City's designated elections official. Mr. Villa stated that he is acting solely in his capacity as the Kings County Registrar of Voters.

Alex Walker, Kings County representative, read a letter submitted for the record by Kyria Martinez, Kings County Chief Administrative Officer, expressing concerns regarding the language included in the City's fire resolution on the agenda. City Manager Antony López thanked Mr. Walker for sharing the corrected figures related to the fire contract.

John Chamberlain, Kings County Fire Chief, expressed frustration with the language included in the fire resolution on the agenda, stating that it is degrading. He read a portion of the resolution and stated that it is inaccurate. He noted that the City has never reached out to him with inquiries, despite his continued availability. He also expressed concern regarding the consultant's report, specifically noting that certain fire trucks were being incorrectly classified. Additionally, he referenced a 2021 letter in which the City Mayor and City Manager stated that the City had benefited from a subsidy from the County and expressed a desire to eventually fully fund fire services, and he questioned what had changed since that time.

Frank Lopez, Avenal resident, thanked the City for allowing him to serve as Santa during the *Santa on Patrol* event and congratulated Council Members on their contributions over the past year. He commented that recent Facebook Page Avenal Press news articles appear to be AI-generated and portray the City negatively. He stated that the recent Brown Act violation constitutes a civil lawsuit and a "fix-it ticket" issue for the City, noting that no criminal charges would result. He also shared that Judge George Orndoff had passed away, stating that his passing is a significant loss for the City.

Alex Walker, Kings County representative, expressed appreciation for the opportunity to clarify information and stated that the County is willing to provide information regarding fire services costs to anyone with questions.

Mayor Preciado called for a moment of silence in honor of the passing of Judge George Orndoff and Renee Nicole Good of Minnesota.

Council Member Verdugo motioned to move Closed Session to the end of the meeting; the motion failed due to lack of a second.

Mayor Preciado closed Public Comment at 6:09 p.m. and recessed the meeting into Closed Session.

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__.

City Council returned from Closed Session at 7:03 P.M. with nothing to report.

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.

Council Member/Successor Agency Member Reynosa motioned to approve the Consent Calendar. The motion was seconded by Council Member/Successor Agency Member Hernandez, and the motion carried.

ROLL CALL VOTE:
AYES: Reynosa, Hernandez, Reynosa, Verdugo.
NOES: None
ABSENT: Mayor Pro Tem Gamez.
ABSTAIN: None.

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

A. Special Presentation by Kings County Election Department, Registrar of Voters: Lupe Villa. (Discussion/Action).

City Manager Antony López presented the report as submitted and stated that there are still several legal concerns that will be addressed at a later time. Mayor Preciado added, for the record, details regarding the purpose of the previously canceled Council meeting. Council Member Verdugo clarified that he had informed City Manager López that he would attend the meeting regardless. Screenshots of text messages from the day of the canceled Council meeting were shared. Councilmember Verdugo stated that Notice of Adjournment should not have been signed at all as he was present. Legal Counsel, Moses Diaz, shared that the meeting being adjourned or cancelled would have no legal significance.

B. Investments 101 Presentation and Consider Possible Approval for Agreement for Investment Advisory Services with Optimized Investment Partners, LLC(Discussion/Action).

Brian Arellano, Finance Director, provided a brief introduction to Optimized Investment Partners' (OIP) services. City Manager Antony López recommended tabling the item to allow Legal Counsel additional time to review the agreement. Mayor Preciado added comments regarding the City's current investments with LAIF. Mr. Arellano stated that the estimated current investment amount is approximately $3.9 million. City Manager López noted that staff is still searching for the original investment amount.

Brittany Tran, OIP Marketing Director, presented the report as submitted. Mayor Preciado inquired about professional services fees. Ms. Tran stated that the fee for the City of Avenal would be $950 per month and includes unlimited online Council meeting participation. City Manager López stated that staff recommends further exploration of OIP's services. Mayor Preciado indicated that a future study session will be held on this item.

ACTIVITY REPORTS/SPECIAL PRESENTATIONS & COMMITTEE REPORTS:

A. Activity Reports:

1. Police Department Activity Report: Cecilio Velasco, Chief of Police.

Chief Velasco presented the report as submitted. Council Member Verdugo inquired about the Zoom bombing investigation. Chief Velasco stated that similar incidents occurred outside of Avenal and that the case would be forwarded to federal partners. Mayor Preciado commented on the reduction in arrests and commended the department on the decrease in traffic collisions. Chief Velasco explained that increased traffic citations often correlate with reduced collisions and stated that the department will have opportunities to educate the community regarding DUI-related issues.

Council Member Reynosa raised concerns regarding high volumes of semi-truck traffic entering the landfill. Chief Velasco stated that the department is issuing citations during periods of heavy traffic and encouraged residents to report incidents to dispatch. Council Member Reynosa suggested utilizing social media to encourage the public to report semi-trucks parked along Highway 269.

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

Scott Davis, Public Works Director, presented report as submitted.

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

Javier Andrade, City Engineer, presented report as submitted.

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

Humberto Bermudez presented the report as submitted. Mayor Preciado inquired about internet availability at the Community Center. Mr. Bermudez stated that separate trenching for fiber lines has been completed and that public internet access will be available. City Engineer Javier Andrade stated that completion is anticipated in February.

4. Community Development Activity Report: Joshua McDonnell, Contract City Planner, 4Creeks.

Teslla Ramirez, 4Creeks Consultant, presented the report as submitted. Mayor Preciado inquired about the difference between an ADU and a JADU. Ms. Ramirez clarified that an ADU is detached from the primary residence, while a JADU is located within the home.

5. Economic Development & Grant Writing Report: Emily Engelsgaard, Grants Manager, the CrisCom Company.

Renee Missakian, Chief Operating Officer and Executive Vice President of The CrisCom Company, presented the report as submitted. Mayor Preciado inquired about a potential KFC franchise relocating from Coalinga. Ms. Missakian stated that the specific franchisee is not currently seeking to open a new location but that staff will continue to pursue other opportunities.

6. Avenal Fire Department Development Update & Quarterly Fire Report: Ruben Veliz, Fire Consultant.

Ruben Veliz presented the report as submitted. City Engineer Javier Andrade added that updates regarding vehicle and equipment storage will be provided soon. Scott Davis, Public Works Director, stated that all fire vehicles are registered and street-legal.

City Manager Antony López also presented a quarterly summary of Fire Department expenditures from October 9, 2025, through December 31, 2025. Mayor Preciado stated that the fire trucks acquired by the City are operating well with no mechanical issues. He expressed optimism that the Avenal Fire Department will be as successful as the Police Department in securing grant funding and noted that a future volunteer program for Avenal residents may be developed.

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)

City Manager, Antony López, recommended that the public hearing be moved to a different time as there was an error on the public notice. Item was tabled.

OLD BUSINESS:

A. None.

NEW BUSINESS:

A. Consider Re-Ratification of Prior Actions Related to Establishing the Avenal Municipal Fire Department (Discussion/Action).

City Manager Antony López presented the report as submitted. Council Member Verdugo inquired about the reason for re-ratification. Legal Counsel Moses Diaz stated that the action was requested by the Kings County District Attorney. Council Member Verdugo asked about a $100,000 deposit that was made prior to Council approval. City Manager López stated that the deposit was subsequently approved by the Council and was made at the direction of the City Council. Council Member Verdugo shared comments regarding the sequence of events related to the fire department.

Council Member/Successor Agency Member Preciado motioned to approve Resolution 2026-02. The motion was seconded by Council Member/Successor Agency Member Hernandez, and the motion carried.

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

B. Funding Agreement with State Water Board & City Manager Authorization for Water Treatment Plant PLC Replacement (Discussion/Action).

City Manager, Antony López, presented report as submitted. Mayor Preciado inquired if the new PLC replacement will be compatible with the new water system. Javier Andrade, City Engineer, stated it will be compatible.

Council Member/Successor Agency Member Preciado motioned to approve Resolution 2026-03. The motion was seconded by Council Member/Successor Agency Member Reynosa, and the motion carried.

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

ABSENT: Mayor Pro Tem Gamez.
ABSTAIN: None.

C. Consider Approval of City Manager Employment Agreement, Amendment #2.

Griselda Price, Director of Administrative Services, presented the report as submitted. Mayor Preciado clarified that the City Manager's new salary had already been negotiated and that the current item relates only to the length of the contract term. Council Member Verdugo stated that changes to the termination clause were added without full Council deliberation and that he had not been given sufficient time to review the amendments. Council Member Verdugo asked Legal Counsel about the potential budgetary implications if the termination clause were triggered. Legal Counsel Moses Diaz stated that there are multiple types of termination. He explained that a termination "without cause" would trigger severance pay, which is capped by statute at 18 months. Mayor Preciado stated that his primary concern is City stability and that he wants a City Manager who is available to provide daily services and lives in Avenal. He requested that Legal Counsel share information regarding a prior discussion about the City Manager's contract, clarifying that the discussion focused solely on City stability and was not a private conversation between himself and City Manager Antony López. By majority vote, the Council waived attorney-client privilege regarding that discussion.
Legal Counsel Moses Diaz confirmed the substance of the conversation. Griselda Price stated that the severance package consists of one year of salary plus an additional six months. Council Member Verdugo stated that the City Manager was "cushioning his pocket." City Manager Antony López asked what the specific concerns were regarding the termination clause and whether there was a plan for his termination. Council Member Verdugo responded that there was no such plan and stated that the amendments were not related to City stability. City Manager López referenced their prior service together on a school board and noted a similar employment agreement with the Superintendent, questioning his opposition to the contract clauses. City Manager López further referenced a series of incidents in which closed session information was allegedly disclosed publicly. He stated that during County negotiations, the County appeared to have prior knowledge of the City's position. He also presented a screenshot of a Facebook comment made by Council Member Verdugo's spouse, Sheila Verdugo, which referenced what he described as closed session City business. City Manager López also cited internal personnel incidents from actions and conduct by Councilman Verdugo that he claims have created a hostile work environment for City Employees and himself. City Manager López recommended that the Council review these matters seriously and stated that he would also initiate an internal investigation. Mayor Preciado shared additional examples of what he described as negative conduct by Council Member Verdugo. Legal Counsel Moses Diaz advised that these matters should be agendized and discussed at a future meeting.

Council Member / Successor Agency Member Verdugo motioned to waive attorney-client privilege regarding the City Manager contract discussion with Mayor Preciado. The motion was seconded by Council Member / Successor Agency Member Reynosa, and the motion carried.

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

Council Member / Successor Agency Member Preciado motioned to approve Resolution No. 2026-04. The motion was seconded by Council Member / Successor Agency Member Hernandez; however, the motion failed due to lack of a majority vote.

ROLL CALL VOTE:
AYES: Preciado, Hernandez
NOES: Reynosa, Verdugo

ABSENT: Mayor Pro Tem Gamez
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 Clerk Maria Ortiz introduced an email from Avenal resident Veronica Aguirre for the record during Public Comment. City Manager Antony López stated that staff is planning a soft opening of the Community Center in the near future and noted that several upcoming projects are underway. Council Member Verdugo stated that there should be a way to reinstate a Zoom link to allow residents to participate in meetings remotely. He also stated that the adjournment form should not have been signed, as he was present at the previously canceled City Council meeting. Council Member Hernandez invited the community to attend upcoming City events. Mayor Preciado stated that he has been representing the City at meetings with state leaders, including Senator Hurtado. He also shared observations regarding services at Avenal State Prison. Mayor Preciado noted that he has several upcoming meetings scheduled, including a meeting in Sacramento with Senator Hurtado and Assemblywoman Macedo, as well as a meeting in Fresno regarding water-related matters.

ADJOURNMENT:

City Council meeting was adjourned at 10:54 P.M.

/s/ Karla Curiel
Karla Curiel, Deputy City Clerk

AGENDA ITEM NO. 4. 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 22, 2026**

RE: **Ratify by motion, entry into a litigation services agreement with Colantuono, Highsmith & Whatley, PC.**

INFORMATION:

This item requests Council ratification, by motion, of the City's prior authorization to enter into a litigation services agreement with Colantuono, Highsmith & Whatley, PC. The engagement was previously approved by the City Council in closed session consistent with applicable law, and this item is being brought forward in open session solely to ratify that prior action as agreed.

The litigation services agreement itself is protected by the attorney-client communications privilege pursuant to Business and Professions Code section 6149 and is therefore not being released, discussed, or able to be presented in open session.

RECOMMENDATION:

Approve, by motion, ratifying the City's prior authorization to enter into a litigation services agreement with Colantuono, Highsmith & Whatley, PC.

AGENDA ITEM NO. 4. 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: **Ronald Brumley, Utilities Director**

DATE: **January 22, 2026**

RE: **Consider Approval of Water Treatment Plant Filter Rebuild for Plants 1 & 2**

INFORMATION:

We have received quotes for filter rebuilds on Filter #1 & #2 at each plant. This will be done in two separate jobs, being that we can't have both plants down at the same time. The filter media has exceeded its life expectancy and is due for replacement. Benefits of the rebuild are that the new media will improve water quality, it will allow us to inspect the structure of the filters that is covered in the media at all times except when being rebuilt. All the old media will be removed, the filter will be inspected for any unseen damage and repaired on a T & M basis, then new media will then be installed.

Plant #1 Quotes

Carbon Activated Corp.	$150,022.22
Carbon Supply Inc.	**$99,616.48**
ERS	$113,020.00

Plant #2 Quotes

Carbon Activated Corp.	$139,788.81
Carbon Supply Inc.	**$82,641.90**
ERS	$124,930.00

RECOMMENDATION:

By motion allow staff to enter into an agreement with Carbon Supply Inc., as the lowest apparent and responsible bidder, and draw down **$182,258.38** from Water Fund and let the 2025/26 budget reflect the changes

ERS
INDUSTRIAL SERVICES, INC.

December 17, 2025

Ronald Brumley
Avenal, City of
919 Skyline Blvd.
Avenal, Ca 93204

QUOTE #: AVE112425R1-2Q
PHONE #: 559-816-0653
EMAIL ADDRESS: rbrumley@cityofavenal.com

Dear Ron:

ERS is pleased to submit its proposal for our TurnKey service media change out on two (2) 140 Sq./Ft Microflock Unit Filters at the Water Treatment Plant, located in Avenal, Ca.

Scope of Supply

Filters: 1-2

- Remove all media and dump-onsite at same facility.
- Clean and inspect internal piping and parts, concrete, and coatings condition.
- Supply and install new filter media.

Clarifications:

- Any extra work/repairs outside of scope will be tracked on T&M.

*Price **does not** include bonding.*
Price does not include any valves, instruments, or controls.
ERS will also repair or replace existing underdrains as needed, on a time and materials basis.
Disposal testing and transport to be executed in compliance with RCRA Subtitles C & D.

ERS
INDUSTRIAL SERVICES, INC.

Standard Provisions:

1. Insurance
    a. Pollution Liability $3,000,000.00
    b. Professional Liability $3,000,000.00
2. Qualified manpower:
    a. Onsite Supervisor/Environmental Technician/Hole Watch.
    b. Certifications in Forklift/Reach Lift, Crane Operator, Confined Space & Rescue, and First Aid/CPR/AED.
3. Equipment and PPE:
    a. High-power industrial vacuum system.
    b. Ventilation fan for air circulation.
    c. Four gas monitors for pre-entry and continuous LEL testing.
    d. Air-purifying respirators (supplied air respirators available if required).
4. Safety Regulations:
    a. Confined Space:
        i. Tripod/winch for emergency evacuation.
        ii. Fall arrest harnesses with safety lanyards for all men.
        iii. Permit-required confined space entry permits as applicable.
        iv. Daily monitoring log.
    b. 2-Way radios for communication with in-tank personnel.
    c. Cellular phone as an emergency response tool.
5. New media as follows:
    a. 5" of 3/8" x ¼", Gravel
    b. 4" of ¼" x 1/8", Gravel
    c. 3" of 8 x 12, Garnet
    d. 3" of #50, Garnet
    e. 12" of .45-.55 < 1.5 uc, Sand
    f. 24" of .80-.90 < 1.5 uc, Anthracite

ERS
INDUSTRIAL SERVICES, INC.

PRICING: $124,930.00

Quote Valid for 30 days.

Our time and materials work are billed at $246.00 per man-hour, straight time, plus materials with a 25% margin. Price includes all applicable sales tax.

Please feel free to contact me should you need further information or any clarification. My contact information is: phone – cell (510) 552-3285; office (510) 770-0202; email – nradonich@ersfilter.com

If quote is accepted, please answer questions below, sign and return to Nradonich@ersfilter.com

Sincerely,

Nik Radonich
Sales/Engineering Manager

Is this project subject to PREVAILING WAGE? Yes ☐ No ☐

Is this project deemed PUBLIC WORK *and therefore* subject to *the rules and regulations of the California Department of Industrial Relations* (DIR)? Yes ☐ No ☐

If the answers are "NO", please mark as such and refer to the paragraph at the end of this document

PO or Contract #

DIR Project #

Authorized Representative — Name & Signature *Title*

(hereinafter "Contracting Party") has represented in writing and to ERS and does hereby reaffirm in writing to ERS (hereinafter "Contractor") that neither the project which is the subject matter of this Agreement nor the requested work to be performed on the project by Contractor are "public work" as defined by federal law, Chapter 1, Part 7 of Division 2 of the California Labor Code (governing "Public Works and Public Agencies"), or any other federal, state or local statute, ordinance, regulation, or administrative and/or judicial decision. Based on the foregoing representation, Contractor has calculated its bid for the subject project based on certain wage rates and benefits. Contracting Party will specifically verify, prior to allowing Contractor to submit a proposal on the project or work to be performed on the project, that project is not deemed to be a public works project and that there are no requirements for prevailing wages or other unique bid requirements. In the event that Contracting Party has made any misrepresentation regarding the foregoing whether intentionally or negligently, Contracting Party specifically agrees to indemnify, reimburse, and hold Contractor harmless from and against any and all claims, penalties, fines or assessments that may arise from Contracting Party's failure to properly report and describe the project to Contractor. Contracting Party shall reimburse any and all attorney's fees and all costs associated with defending or enforcing this projection to Contractor

ERS
INDUSTRIAL SERVICES, INC.

December 17, 2025

Ronald Brumley
Avenal, City of
919 Skyline Blvd.
Avenal, Ca 93204

QUOTE #: AVE112425R1-1Q
PHONE #: 559-816-0653
EMAIL ADDRESS: rbrumley@cityofavenal.com

Dear Ron:

ERS is pleased to submit its proposal for our TurnKey service media change out on two (2) 8' x 30' 4cell pressure vessel filters at the water treatment plant, located in Avenal, Ca.

Scope of Supply

Filters: 1-2

- Remove all media and dump-onsite in same facility.
- Clean and inspect internal piping and parts, concrete, and coatings condition.
- Supply and install new filter media.

Clarifications:

- Any extra work/repairs outside of scope will be tracked on T&M.

*Price **does not** include bonding.*
Price does not include any valves, instruments, or controls.
ERS will also repair or replace existing underdrains as needed, on a time and materials basis.
Disposal testing and transport to be executed in compliance with RCRA Subtitles C & D.

Standard Provisions:

1. Insurance
    a. Pollution Liability $3,000,000.00
    b. Professional Liability $3,000,000.00
2. Qualified manpower:
    a. Onsite Supervisor/Environmental Technician/Hole Watch.
    b. Certifications in Forklift/Reach Lift, Crane Operator, Confined Space & Rescue, and First Aid/CPR/AED.
3. Equipment and PPE:
    a. High-power industrial vacuum system.
    b. Ventilation fan for air circulation.
    c. Four gas monitors for pre-entry and continuous LEL testing.
    d. Air-purifying respirators (supplied air respirators available if required).
4. Safety Regulations:
    a. Confined Space:
        i. Tripod/winch for emergency evacuation.
        ii. Fall arrest harnesses with safety lanyards for all men.
        iii. Permit-required confined space entry permits as applicable.
        iv. Daily monitoring log.
    b. 2-Way radios for communication with in-tank personnel.
    c. Cellular phone as an emergency response tool.
5. New media as follows:
    a. 6" of 6" x 12", Gravel
    b. 20" of .45-.55 < 1.5 uc, Sand
    c. 20" of .80-.90 < 1.5 uc, Anthracite

ERS
INDUSTRIAL SERVICES, INC.

PRICING: $113,020.00

Quote Valid for 30 days.

Our time and materials work are billed at $246.00 per man-hour, straight time, plus materials with a 25% margin. Price includes all applicable sales tax.

Please feel free to contact me should you need further information or any clarification. My contact information is: phone – cell (510) 552-3285; office (510) 770-0202; email – nradonich@ersfilter.com

If quote is accepted, please answer questions below, sign and return to Nradonich@ersfilter.com

Sincerely,

Nik Radonich
Sales/Engineering Manager

Is this project subject to PREVAILING WAGE? Yes ☐ No ☐

Is this project deemed PUBLIC WORK *and therefore* subject to *the rules and regulations of the California Department of Industrial Relations* (DIR)? Yes ☐ No ☐

If the answers are "NO", please mark as such and refer to the paragraph at the end of this document

PO or Contract #

DIR Project #

Authorized Representative — Name & Signature *Title*

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Carbon Activated Corp.

250 E. Manville Street
Compton CA 90220
Email: info@activatedcarbon.com
Tel: +1(310) 885-4555
Fax: +1(310) 885-4558

Quotation

Date	Quote No.	Customer Ref. No.
12/18/2025	1001889	

Name / Address

CITY OF AVENAL
919 SKYLINE BLVD.
AVENAL CA 93204

Ship To

AVENAL WATER TREATMENT PLANT
33115 AVENAL CUTOFF ROAD
AVENAL CA 93204

Attention To	Terms	Valid Until	FOB	Ship Via	Rep
RONALD BRUMLEY	NET 30	02/27/2026		BEST METHOD	DK

DIR # 1000009862 EXPIRES 06/20/26
CA CONTRACTOR LICENSE "A" # 842091 EXPIRES 07/31/2026

Item	Description	Ordered	Rate	Amount
10137	FILTER GRAVEL 3/8 X 1/4 PRICING IS PER CU.FT.	120.00 cu. ft.	$3.750	$450.00 T
10133	FILTER GRAVEL 1/4 X 1/8 PRICING IS PER CU.FT.	100.00 cu. ft.	$4.750	$475.00 T
10143-2	GARNET FILTER MEDIA #8/12 PRICING IS PER CU.FT.	84.50 cu. ft.	$75.000	$6,337.50 T
10143-1	GARNET FILTER MEDIA #50 PRICING IS PER CU.FT.	84.50 cu. ft.	$75.000	$6,337.50 T
10121	FILTER SAND 0.45 - 0.55 MM PRICING IS PER CU.FT.	300.00 cu. ft.	$4.500	$1,350.00 T
10126	ANTHRACITE 0.80 - 0.90 MM PRICING IS PER CU.FT.	1.00 cu. ft.	$7,800.000	$7,800.00 T
10426	NON-HAZARDOUS DISPOSAL OF SPENT MEDIA	1.00 UNIT	$18,000.000	$18,000.00
10321	LABOR AND EQUIPMENT FOR REMOVAL OF SPENT, LOADING, DISPOSAL, AND SCRAPPING OF MEDIA.	1.00 UNIT	$82,161.930	$82,161.93

THIS QUOTATION IS FOR MEDIA REPLACEMENT FOR TWO GRAVITY 13'X11' FILTERS.

TOTAL BEFORE DISCOUNT:	**$122,911.93**
DISCOUNT:	**$0.00**
FREIGHT:	**$15,000.00**
TAX:	**$1,876.88**
TOTAL:	**$139,788.81**

Carbon Activated Corp.

250 E. Manville Street
Compton CA 90220
Email: info@activatedcarbon.com
Tel: +1(310) 885-4555
Fax: +1(310) 885-4558

Quotation

Date	Quote No.	Customer Ref. No.
12/18/2025	1001888	

Name / Address

CITY OF AVENAL
919 SKYLINE BLVD.
AVENAL CA 93204

Ship To

AVENAL WATER TREATMENT PLANT
33115 AVENAL CUTOFF ROAD
AVENAL CA 93204

Attention To	Terms	Valid Until	FOB	Ship Via	Rep
RONALD BRUMLEY	NET 30	02/27/2026	SERVICE	BEST METHOD	DK

DIR # 1000009862 EXPIRES 06/20/26
CA CONTRACTOR LICENSE "A" # 842091 EXPIRES 07/31/2026

Item	Description	Ordered	Rate	Amount
10135	FILTER GRAVEL #6X#12 PRICING IS PER CU.FT.	160.00 cu. ft.	$4.750	$760.00 T
10121	FILTER SAND 0.45 - 0.55 MM PRICING IS PER CU.FT.	740.00 cu. ft.	$4.500	$3,330.00 T
10126	ANTHRACITE 0.80 - 0.90 MM PRICING IS PER CU.FT.	1.00 cu. ft.	$9,724.000	$9,724.00 T
10426	NON-HAZARDOUS DISPOSAL OF SPENT MEDIA	1.00 UNIT	$22,000.000	$22,000.00
10321	LABOR AND EQUIPMENT FOR REMOVAL OF SPENT, LOADING, DISPOSAL, AND SCRAPPING OF MEDIA.	1.00 UNIT	$96,568.560	$96,568.56

THIS QUOTATION IS FOR MEDIA REPLACEMENT FOR TWO HORIZONTAL 8'X25' VESSELS.

TOTAL BEFORE DISCOUNT:	**$132,382.56**
DISCOUNT:	**$0.00**
FREIGHT:	**$16,500.00**
TAX:	**$1,139.66**
TOTAL:	**$150,022.22**

CARBON SUPPLY INC

8429 Eastern Ave., Bell Gardens, CA 90201
Office: 562.806.0300 Fax: 562.806.0302
Sales, Service, And Support

1/8/2025

Dear Ronald,

Mobilization, Removal and Replacement: Treatment Plant #2 Prevailing Wage Rates Two Gravity Filters Confined Space Crew Up too 3 Days On Site	**$41,380.00**
New Media Plant #1: 46" Media Plant #1 Per Spec	**$36,981.90**
Forklift Rental:	**$1,040.00**
Media Freight: 3 Flatbed Loads Total @ $1,080.00 ea.	**$3,240.00**
Disposal: **Used Media to be left On-Site in Jumbo Bags on Pallets	**Included****

Total Plant #3: $82,641.90

Mobilization, Removal and Replacement: **$46,756.00**

Treatment Plant #1
Prevailing Wage Rates
Two Pressure Vessels
Confined Space Crew
Crane Truck
Up too 4 Days On Site

New Media Plant #2: **$48,580.48**

51" Media Plant #2 Per Spec

Media Freight: **$3,240.00**

3 Flatbed Loads Total @ $1,080.00 ea.

Forklift Rental: **$1,040.00**

Disposal: **Included**

**Used Media to be left On-Site in Jumbo Bags on Pallets

No Sales Tax Quoted.

Total Plant 1: $99,616.48

Best Regards,

Ken Ciaccio Jr
Carbon Supply Inc.
Office: (562) 806-0300
Fax: (562) 806-0302

AGENDA ITEM NO. 5. 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 22, 2026**

RE: **Consider filling One (1) Vacant Planning Commission Seats**

INFORMATION:

As of August, 2025, the Planning Commission has two vacancies. Former Chair, Tyler Naranjo, moved out of the City. Another vacancy since 2024, from Commissioner Donna Elliott, has also been vacant since then.

Currently there are two vacancies in the Planning Commission, which will require two new appointments by the Council. Per the rotation, Councilmembers Reynosa and Mayor Pro Tem Gamez have the next opportunities to appoint a commissioner.

Per Council's direction, Staff advertised the vacancies and encouraged the community to apply. As of January 19, 2026, Staff received and reviewed two applications from the following:

- *Braulio Zarate*
- *Darlene Stacey*

Staff spoke to both Councilmembers Reynosa and Mayor Pro Tem Gamez have about the applicants. Councilman Reynosa has indicated they would like to wait and see if more applicants come forward. Mayor Pro Tem Gamez has indicated they would like to appoint **Mr. Braulio Zarate**

RECOMMENDATION:

Discussion/Direction on appointing new individuals to serve on the Avenal Planning Commission.

Staff recommends that Mayor Pro Tem Gamez appoint Braulio Zarate and Staff continue advertising the Planning Commission vacancy,

December 17, 2025

Dear Commissioners,

I, Braulio Zarate, am writing to express my interest in serving on the Planning Commission. I am a long-time resident and local business owner, and I have a strong commitment to the growth, development, and overall well-being of our community.

Through my experience as a business owner, I have gained a practical understanding of land use, economic development, and the importance of thoughtful planning decisions that balance community needs with responsible growth. I am interested in contributing my perspective, listening to residents and stakeholders, and supporting fair, transparent, and code-compliant planning decisions.

I would be honored to serve the community in this capacity and to work collaboratively with fellow commissioners, staff, and the public.

Thank you for considering my application. I am available to provide any additional information if needed.

Sincerely,

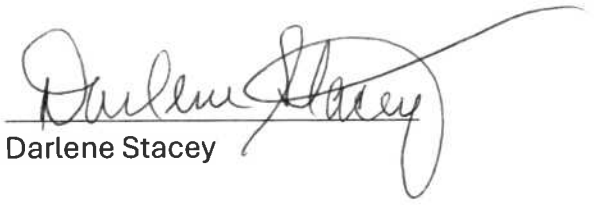
Braulio Zarate

501 E Alpine St
(559) 328-7242

December 17, 2025

I, Darlene Stacey am interested in joining the Avenal Hospital District.

Thank you,



Darlene Stacey

Outlook

Interest Rates RE: With Gratitude (OIP)

From Brittany Tran <btran@optimizedip.com>
Date Tue 2026-01-13 12:24 PM
To Antony V. López <alopez@cityofavenal.gov>
Cc Brian Arellano <barellano@cityofavenal.gov>; Griselda Price <gprice@cityofavenal.gov>

Hi Antony!

I wanted to share additional reference points for what the future may look like. We cannot speculate but will share information that may influence your decision.

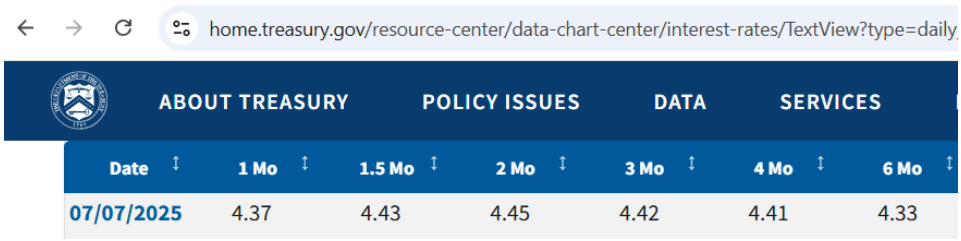
During the meeting, you asked whether or when the rates would come down again. Federal Reserve Governor Miran, former advisor of the current Administration, urges for 6 more cuts in 2026. Please see article from last week HERE. Based on your City's current strategy, the estimated opportunity cost would be ~$25,000/year with one cut, and ~$150,000/year if six cuts occur.

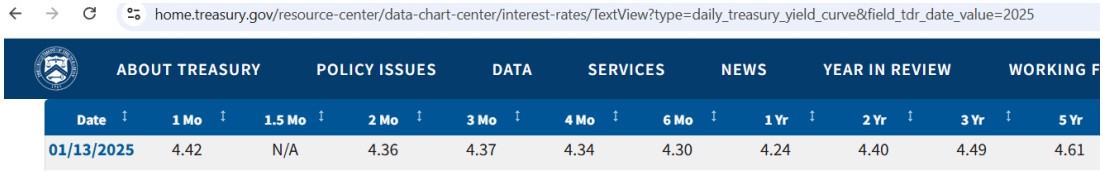
The Mayor also asked why projections declined from Year 1 to Year 2. LAIF primarily invests in U.S. Treasuries, CDs, and Agencies with an average duration of 6–9 months. LAIF's current duration is 254 days (8.5 months). This duration structure supports a reasonable estimate of LAIF's yield 6–9 months from now by referencing current 6–9-month U.S. Treasury rates.

For context (screenshots below): as of January 7, 2026, LAIF was yielding 4.34%. Six months earlier, on July 7, 2025, 6-month U.S. Treasuries were yielding 4.33% (first screen shot). As of yesterday, 6-month U.S. Treasuries are yielding 3.58%. It would be reasonable to estimate LAIF's yield will be approximately 3.58% in six months.

I reached out to the City of Avenal about a year ago. At that time, OIP would have been able to help the City earn between 4.24% and 4.61% (second screen shot) on approximately 70% of its total cash balance, with those rates locked in for 1–5 years—without exposure to the rate declines LAIF has experienced. You can click HERE to see that LAIF's yield has declined for 16 consecutive months.

If it isn't already clear, I'm not a salesperson by nature. My interest is genuinely aligned with the City's best interests, and I'm motivated by the broader public good. I am inspired by your City's story, as well as your team's connection to the community they serve and the place you all have called home. It would be my honor to support you all. If you're willing to share what would most resonate with Council, I'd be happy to prepare a presentation for your review.





Date	1 Mo	1.5 Mo	2 Mo	3 Mo	4 Mo	6 Mo	1 Yr	2 Yr	3 Yr	5 Yr
01/13/2025	4.42	N/A	4.36	4.37	4.34	4.30	4.24	4.40	4.49	4.61

Warm regards,

Brittany

From: Brittany Tran
Sent: Thursday, January 8, 2026 8:57 PM
To: Antony V. López <alopez@cityofavenal.gov>
Cc: Robert Michalik <rmichalik@optimizedip.com>; Brian Arellano <barellano@cityofavenal.gov>; Griselda Price <gprice@cityofavenal.gov>
Subject: With Gratitude

Hi Antony,

Thank you for allowing us the opportunity to present to Council this evening. I appreciate the time and consideration given to our discussion.

You mentioned sharing additional information for Council's consideration, and the Mayor referenced the possibility of a study session. I would like to reiterate an important point for Council: the City stands to lose approximately **$15,000 per month** in potential interest revenue by delaying action. These funds could directly support the City's goal of transitioning new staff to full-time roles and expanding services for the community.

Additionally, with interest rates currently trending downward, postponing the execution of investment strategies may further reduce future interest income. Acting sooner would allow the City to lock in more favorable rates and mitigate this risk.

For these reasons, it is in the City's best interest to move forward quickly. My team and I encourage you to consider the proposed six-month agreement (contract amount ~$5,700), which includes a 30-day termination clause at your discretion. In that time, based on current rates, we project that the City will earn approximately $90,000 in additional interest revenue. We believe this demonstrates our confidence in the value OIP will provide—value we are confident you will begin to see within the first two weeks.

Thank you again for your time and consideration. Please let me know if you or Council would like any additional information ahead of a study session.

Warm regards,

Brittany Tran
Marketing Director
btran@optimizedip.com
(858) 777-9789
OPTIMIZED
Investment Partners
https://optimizedip.com

This message and any attachments may contain information that may be confidential and/or privileged and is intended for use only by the addressee(s) named on this transmission. If you are not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are notified that any review, copying, distribution or use of this transmission is strictly prohibited. If you have received this transmission in error, please (i) notify the sender immediately by e-mail or by telephone and (ii) destroy all copies of this message. Optimized Investment Partners, LLC: 2212 Carol View Drive, 103 Cardiff, CA 92007.

To be removed from all future e-mails, please send your response to inquiries@optimizedip.com

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: _____

OPTIMIZED
Investment Partners

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

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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.

PARCS Department Monthly Activity Report

Memo

To: Honorable Mayor and Council Members
From: Anna Lara-Nieto, PARCS Director
cc: Antony V. López, City Manager
Date: January 16th 2026
Re: Department Report

Information: Staff has been busy organizing supplies, decorations, facilities, and planning the schedule of events for 2026, while also brainstorming new opportunities and partnerships with key stakeholders.

Updates:

1) **December Weekly Activity & Events**
   - Dec 3rd- We had Wreath Making
   - Dec 6th- Christmas Parade/Tre Lighting and Movie
   - Dec 10th- Kidz in the Kitchen
   - Dec 17th- Familia Night
   - Dec 20th- Pictures with Santa
   - Dec 19th 21st- Santa on Patrol

Upcoming:

2) **2026 Event & Activities Calendar**
   - See attachment

Upcoming:

3) **January Weekly Activities**
   - Jan 21st- Familia Night
   - Jan 28th- Vision Boards
   - Starting Feb 2nd, Open Community Space- Every Monday/Friday at Vets Hall, 4:30pm-8:30pm

Collaborations:

1) Valley Voices- Food Distribution
2) Special Needs Squad- Holiday Activities in December
3) California Health Collaborative – February Familia Night
4) KCAO- FREE Tax Service

PARCS 2026
EVENTS / ACTIVITES CALENDAR

JANUARY

- 21st - Familia Night, Avenal Theater, 6pm
- 28th - Vision Boards, Veterans Hall, 3:30pm-5:30pm

FEBRUARY

- 4th- Super Bowl Game Night, Vets Hall, 4-8pm
- 11th - Kidz in the Kitchen Veterans Hall, 3:30pm-7pm
- 18th- Familia Night, Theater, 6pm
- 25th- Winter Wrap Up, Vets Hall, 3pm-5pm

MARCH

- 4TH- Let's Bloom Together- Pot a Plant- Avenal Garden, 3pm-5pm
- 11th- Kidz in the Kitchen, Vets Hall 3:30pm-7pm
- 18th - Familia Night, Theater 6pm
- 28th- Easter in the Park, 9am-2pm

APRIL

- 1ST- The Amazing Fitness Challenge, Neighborhood Park, 3pm-6PM
- 8th - Kidz in the Kitchen, Vets Hall 3:30pm-7pm
- 15th - Familia Night,, theater 6pm
- 18th- Softball Clinic
- 22nd Earth Day Park Clean Up, Rice Park, 3:30pm
- 29th- Family Game Night, Vets Hall, 3:30pm-7pm

MAY

- 2nd - Old Timers Day, TBA
- 6th - Kidz in the Kitchen, Vets Hall 3:30pm-7pm
- 13th - Familia Night, Theater 6pm
- 16th - Baseball Clinic
- 20th- Skate Expo at Skate Park, 3:30pm
- 27th - Art in the Park, 4pm-8pm

JUNE

- 15TH- Summer Kidz Spot starts, Mon-Fri, Rec Center, 9am-2:30pm
- 27th - Independence Day Celebration, Rice Park, 6pm

JULY

- 18th- Celebrate PARCS & REC, at Sports Complex, 6pm-9pm
- 25th - Football Clinic
- 21st - Summer Kidz Spot ends

AUGUST

- 3rd - Back to School event
- 12th - Kidz in the Kitchen, Vets Hall, 3:30pm-7pm
- 19th - Familia Night, Theater, 6pm
- 26th - Back to School Crafts, Rec Center, 3:30pm-5pm

SEPTEMBER

- 5th- Suicide Walk, Vets Hall
- 9th- Kidz in the Kitchen, Vets Hall, 3:30pm-7pm
- 16th -Familia Night, Theater 6pm
- 23rd - Senior Appreciation, Light Refreshments - 10am-1pm- Veterans Hall
- 30th- Family Game Night, Vets Hall, 3:30pm-7pm

OCTOBER

- 7th- Fire Prevention Week- 3:30pm-5pm – Fire Station
- 14th - Kidz in the Kitchen, Vets Hall, 3:30pm-7pm
- 16th & 17th - Pistachio Fest
- 21st - Familia Night, Theater 6pm
- 23rd - Trunk or Treat- TBA
- 28th- Family Game Night, Vets Hall, 3:30pm-7pm

NOVEMBER

- 1st - Dia de Los Muertos event- 5pm-8pm, Downtown Kings St
- 7th - Diabetes Walk Vets Hall
- 14th - Basketball Clinic
- 18th - Familia Night, Theater 6pm
- 27th - Community Thanksgiving Dinner, Vets Hall

DECEMBER

- 2nd - Christmas Crafts- Rec Center, 3:30pm-5pm
- 5th- Christmas Parade & Movie
- 9th - Kidz in the Kitchen, Vets Hall, 3:30pm-7pm
- 16th - Familia Night, Theater 6pm
- 19th - Breakfest/Pictuers with Santa, Theater 9am-11am

Community Open Space - Starting February
Every, Monday & Friday, Vets Hall, 4:30pm-8:30pm
Loteria, Video Games, Pool Tables
All ages welcome!

For questions, please contact:
Anna Nieto
alara@cityofavenal.gov

PARCS 2026

CALENDARIO DE EVENTOS Y ACTIVIDADES

ENERO

- 21 - Noche de Familia, Teatro Avenal, 6pm
- 28 - Taller de visualización de objetivos, Salón de Veteranos, 3:30pm-5:30pm

FEBRERO

- 4 -Noche del Super Bowl, Salón de Veteranos, de 4pm-8pm
- 11 - Niños en la cocina, Salón de Veteranos, de 3:30pm-7pm
- 18 - Noche de Familia, Teatro, 6pm
- 25 - Evento de fin de invierno, Salón de Veteranos, de 3pm-5pm

MARZO

- 4- Florezcamos juntos - Plantemos una planta - Jardín de Avenal, de 3pm
- 11 - Niños en la cocina, Salón de Veteranos, de 3:30pm-7pm
- 18 - Noche de Familia, Teatro, 6pm
- 28 - Pascua en el parque, de 9am-2pm

APRIL

- 1 - Desafío de fitness increíble, Neighborhood Park, 3pm
- 8 - Niños en la cocina, Salón de Veteranos, 3:30pm
- 15 - Noche de Familia, teatro, 6pm
- 18 - Clínica de sóftbol
- 22 - Limpieza del parque por el Parque Rice, 3:30pm
- 29 - Noche de juegos familiares, Salón de Veteranos, 3:30pm

MAYO

- 2 - Día de los Veteranos, fecha por confirmar
- 6 - Niños en la Cocina, Salón de Veteranos, 3:30pm
- 13 - Noche de Familia, Teatro, 6pm
- 16 - Clínica de Béisbol
- 20 - Exhibición de Skate en el Skate Park, 3:30pm
- 27 - Arte en el Parque

JUNIO

- 15 - Comienza el programa Summer Kidz Spot, de lunes a viernes, en el Centro Recreativo,
- 27 - Celebración del Día de la Independencia, en Rice Park, a las 6pm

JULIO

- 18 - Celebra PARCS y REC en el Complejo Deportivo, 6pm
- 25 - Clínica de fútbol.
- 21 - Finaliza el programa Summer Kidz Spot.

AGOSTO

- 3 - Evento de regreso a clases
- 12 - Niños en la cocina, Salón de Veteranos,3:30pm
- 19 - Noche de Familia, Teatro, 6pm
- 26 - Manualidades para el regreso a clases, Centro Recreativo, 3:30pm

SEPTIEMBRE

- 5 - Caminata contra el suicidio, Salón de Veteranos
- 9 - Niños en la cocina, Salón de Veteranos, 3:30PM
- 16 - Noche de Familia, Teatro, 6PM
- 23 - Homenaje a los adultos mayores, Refrigerios ligeros, 10-1PM Salón de Veteranos
- 30 - Noche de juegos en familia, Salón de Veteranos, 3:30PM

OCTUBRE

- 7 - Semana de la Prevención de Incendios - 3:30pm - Estación de Bomberos
- 14- Niños en la Cocina, Salón de Veteranos, 3:30pm
- 16 y 17- Festival del Pistacho
- 21 - Noche de Familia, Teatro, 6pm
- 23- Dulce o Truco (evento de Halloween) - Lugar por confirmar
- 28 - Noche de Juegos Familiares, Salón de Veteranos, 3:30pm

NOVIEMBRE

- 1 - Evento del Día de los Muertos, 5pm Kings Street
- 7 - Caminata contra la diabetes, Salón de Veteranos.
- 14 - Clínica de baloncesto.
- 18 -Noche de Familia, Teatro, 6pm
- 27 -Cena comunitaria de Acción de Gracias, Salón de Veteranos.

DICIEMBRE

- 2 - Manualidades navideñas - Centro comunitario, 3:30pm
- 5 - Desfile y película navideña
- 9 - Niños en la cocina, Salón de veteranos, 3:30pm
- 16 - Noche de Familia, Teatro, 6pm
- 19 - Desayuno y fotos con Papá Noel, Teatro, 9am

Espacio comunitario abierto - A partir de febrero
Todos los lunes y viernes, Salón de Veteranos, de 4:30pm-8:30pm
Lotería, videojuegos, mesas de billar
¡Todas las edades son bienvenidas!

Para cualquier pregunta, póngase en contacto con: Anna Nieto
alara@cityofavenal.gov

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]

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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-__**

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.

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