# CITY OF AVENAL

*"Pistachio Capital of the World®"*

## REGULAR CITY COUNCIL/SUCCESSOR AGENCY/PFA MEETING
## FEBRUARY 12, 2026; 5:15 P.M.
## AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA

**Study Session: 4:30pm - Review Final Agreement with Optimized Investment Partners, LLC | Review 2026 Avenal Speak Community Climate Survey**

**LAST ORDINANCE: 2025-03** **CITY LAST RESOLUTION: 2026-06**
**(SA) LAST RESOLUTION: 2026-01** **PFA LAST RESOLUTION: 2024-03**

# AGENDA

AMENDED WITH EMERGENCY ITEMS

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

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

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

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

   *Special Recognitions*: ***Alicia Garcia; Amelia Solorio Castañeda; Leticia Alcala Luna; Lucia (Bibi) Ornelas; Rosalva (Rosalie) Enriquez.–*** *Volunteerism at Food Distributions & Contributions to Senior Nutrition Program*

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 21, 2016 Special Meeting; January 22, 2026 Regular Meeting & January 8, 2026 Corrected Minutes.
   B. Consider Authorization to Sign the Certificate of Acceptance and Recordation of the Quitclaim Deed related to City-owned property identified as APN: 040-301- 028-000.
   C. Consider Approving Regular City Council/Successor Agency/PFA Meetings Schedule for 2026-2027.
   D. Consider Approval of Patrol Vehicle Upfitting, Equipment Installation, Graphics, and Budget Modification.

5. **MAYOR & COUNCIL MEMBER/ SUCCESSOR AGENCY/ ITEMS FOR CONSIDERATION:**
   A. Consider Approving Offering a Discount for Utility Customers who Participate in 2026 Community Climate Survey (Discussion/Action).
   B. Consider accepting the construction of the Solar Photovoltaic Project at the WWTF and authorizing the City Manager to file a Notice Of Completion with the Kings County Recorder's Office (Discussion/Action).
   C. Consider Resolution Expressing Support for The Dignidad (Dignity) Act, H.R. 4393 (Discussion/Action).

6. **ACTIVITY REPORTS/SPECIAL PRESENTATIONS & COMMITTEE REPORTS:**
   A. Activity Reports:
      1. Public Works/Code Enforcement/Animal Control Departments Activity Report: Scott Davis, Public Works Director.
         a. City Engineer's Activity Report: Javier Andrade –A&M Consulting Engineers
      2. IT Department Activity Report: Humberto Bermudez, IT Director.

7. **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)

8. **OLD BUSINESS**:
   A. None.

**9. NEW BUSINESS**:

A. Consider Amending the IT Manager/Communications Coordinator Job Description, (Discussion/Action).

B. Consider Establishing One Additional Part-Time Employment within City Hall, Administrative Intern, to assist with the Avenal Speaks Community Climate Survey, (Discussion/Action).

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

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

**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 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, February 9, 2026.

**/s/ Maria Ortiz**
Maria Ortiz, City Clerk

**CIUDAD DE AVENAL**
***"Capital® Mundial del Pistacho"***
**REUNIÓN REGULAR DEL AYUNTAMIENTO/AGENCIA SUCESORA/PFA 12 DE FEBRERO DE 2026; 17:15**
**AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA**

**Sesión de estudio : 16:30 - Revisión del acuerdo final con Optimized Investment Partners, LLC | Revisión de la Encuesta Comunitaria sobre el Clima de Avenal Speak 2026**

**ÚLTIMA ORDENANZA: 2025-03** **ÚLTIMA RESOLUCIÓN DE LA CIUDAD: 2026-06**
**(SA) ÚLTIMA RESOLUCIÓN: 2026-01** **ÚLTIMA RESOLUCIÓN DE PFA: 2024-03**

# AGENDA

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

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

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

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

   *Reconocimientos especiales: **Alicia García; Amelia Solorio Castañeda; Leticia Alcalá Luna; Lucía (Bibi) Ornelas; Rosalva (Rosalie) Enriquez.–** Voluntariado en el Programa de Distribución de Alimentos y Contribuciones a la Nutrición para Mayores*

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 Especial del 21 de enero de 2016; 22 de enero de 2026 Reunión ordinaria y 8 de enero de 2026 Actas corregidas.
   B. Considere la Autorización para Firmar el Certificado de Aceptación y Registro de la Escritura de Renuncia relacionada con una propiedad propiedad de la Ciudad identificada como APN: 040-301-028-000.
   C. Considera aprobar el calendario regular de reuniones del Ayuntamiento/Agencia Sucesora/PFA para 2026-2027.
   D. Considera la aprobación de la mejora de vehículos patrulla, instalación de equipos, gráficos y modificaciones presupuestarias.

5. **ALCALDE Y CONCEJAL/ AGENCIA SUCESORA/ PUNTOS A CONSIDERAR:**
   A. Considera aprobar la oferta de un descuento para los clientes de servicios públicos que participen en la Encuesta Comunitaria sobre el Clima 2026 (discusión/acción).

6. **INFORMES DE ACTIVIDADES/PRESENTACIONES ESPECIALES E INFORMES DE COMITÉS:**
   A. Informes de actividad:
      1. Informe de actividad de Obras Públicas/Cumplimiento del Código/Control de Animales: Scott Davis,
         Director de Obras Públicas.
         a. Informe de actividad de City Engineers: Javier Andrade –A&M Consulting Engineers
      2. Informe de actividad del Departamento de TI: Humberto Bermudez, Director de TI.

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

8. **ASUNTOS** ANTIGUOS:

A. Ninguna.

9. **NUEVOS NEGOCIOS**:

A. Considera modificar la descripción del puesto de responsable de TI/Coordinador de Comunicación (discusión/acción).

B. Considera establecer un empleo adicional a tiempo parcial en el Ayuntamiento, becario administrativo, para ayudar con la Encuesta Comunitaria sobre el Clima de Avenal Speaks (Discusión/Acción).

10. **SESIÓN CERRADA: (Ciudad/Agencia Sucesora):**

**A. 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.***

**B. 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. **CORRESPONDENCIA/ANUNCIOS/COMENTARIOS FINALES**:

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

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

12. **LEVANTAMIENTO**:

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

Certifico que esta agenda del taller del Ayuntamiento de la Ciudad de Avenal se publicará en los siguientes lugares: 1) Sala del Ayuntamiento, Teatro Avenal 233 E. Kings St.; 2) Ayuntamiento, 919 Skyline Blvd.; 3) Gimnasio Aftermath, 600 Skyline Blvd.; y 4) T&T Market, 801 Skyline Blvd. Avenal CA 93204, el 9 de febrero de 2026.

**/s/ Maria Ortiz**
Maria Ortiz, secretaria municipal

**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:** **Griselda Price, Director Administrative Services**

**DATE:** **February 2, 2026**

**RE:** **Authorization to sign the Certificate of Acceptance and recordation of the Quitclaim Deed related to City-owned property identified as APN: 040-301-028-000**

## INFORMATION:

This item requests Council to authorize the signing of a Certificate of Acceptance and recordation of the Quitclaim Deed. In the sale of the neighboring parcel indicates that they inadvertently included the City-owned APN 040-301-028-000 parcel in a deed to another third-person. This action is ministerial in nature and does not result in the acquisitions of new property or the expenditure of City Funds. The Quitclaim Deed is solely intended to correct the public record.

This is related to the parcel purchased by NNN who developed the Dollar General in Avenal. When they purchased said property, they intended to dispose of the property they did not need, the City in the transaction to allow them an easement through the City's drive approach, was able to adquire this property.

Failure to complete this action may result in continued title ambiguity, which could impact future transactions or City use of the property.

The City Attorney has reviewed the Certificate of Acceptance and Quitclaim Deed and recommends approval.

There is no fiscal impact associated with this action. Any recording or notary fees related to the correction process are being handled by the requesting party.

## RECOMMENDATION:

Approve, by motion, to sign the Certificate of Acceptance and recordation of the Quitclaim Deed.

First, NNNDG21 LLC has executed a Correction Deed to the Burgess Trust, a copy of which is included as Attachment 3. As you can see, this Correction Deed states in relevant part "This deed corrects the Grant Deed recorded June 24, 2022 as Document No. 2212052, which incorrectly includes/describes APN 040-301-028. Said Grant Deed was intended to only include/describe APN 040-301-026."

Second, the Burgess Trust has executed a Quitclaim Deed to the City of Avenal, a copy of which is included as Attachment 4. As you can see, this is Quitclaim Deed conveys to the City of Avenal the Burgess Trust's interests, if any, to Parcel -028.

We attempted to record the Correction Deed and the Quitclaim Deed, but the Kings County Recorder's Office rejected the Quitclaim Deed because it was not accompanied by a Certificate of Acceptance. Accordingly, I am writing to request that your execute the Certificate of Acceptance included as Attachment 5, and then send me the original, notarized Certificate of Acceptance so we can record our two deeds and close our files on this issue.

For your convenience, I have included a pre-paid FedEx return envelope for you to return the original, notarized Certificate of Acceptance. In addition, I am to reimburse the City of Avenal for any notary or other fees or expenses incurred to process this request.

Of course, I am happy to answer any questions you might have. My direct dial is 916.231.4075.

Thank you in advance for your anticipated cooperation.

Very Truly Yours,

**BOUTIN JONES INC.**

Michael J. Kuzmich

**Encls:**

Attachment 1: Grant Deed recorded February 16, 2022 (document # 2203067)
Attachment 2: Grant Deed recorded on June 24, 2022 (document # 2212052)
Attachment 3: Unrecorded Correctory Deed
Attachment 4: Unrecorded Quitclaim Deed
Attachment 5: Certificate of Acceptance for Quitclaim Deed
Pre-paid Fed Ex envelope

# Attachment 1

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

DOC NBR: 2203067 02/16/2022 01:41:28 PM
OFFICIAL RECORDS OF Kings County
Kristine Lee, Clerk-Recorder,
RECORDING FEE: $0.00
COUNTY TAX: $0.00
CITY TAX: $0.00

DOC TYPE: 07
5 PGS
R055

ERECORDING PARTNERS NETWORK

RECORDING REQUESTED BY: APN
**Stewart Title Guaranty Company - Commercial Services**

WHEN RECORDED MAIL TO:
MAIL TAX STATEMENT TO:

City of Avenal, a California municipal corporation
919 Skyline Boulevard
Avenal, CA 93204

ORDER NO. 21000480938
ESCROW NO. 21000480938
APN: 040-301-028-000

SPACE ABOVE THIS LINE FOR RECORDERS USE

# GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is: $ 0.00 CITY TAX $
Monument Preservation Fee is: $
X computed on full value of property conveyed, or
computed on full value less value of liens or encumbrances remaining at time of sale.
Unincorporated area: X City of Avenal

RT: 11922 Recorded for benfit of Public Agency
GC 27383 For Benefit of Public Agency No Fees Due

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

NNNDG21 LLC, a California limited liability company

**hereby GRANT(S) to** City of Avenal, a California municipal corporation

the following described real property in the City of Avenal, County of Kings, State of California:

SEE EXHIBIT "A" ATTACHED HERETO

Date: 2/11/2022

NNNDG21 LLC, a California limited liability company

By: NNN Retail Development California LLC,
a California limited liability company,
its Manager

By: NNN Retail Development, LLC,
an Arizona limited liability company,
its Manager

By: _____
David Church, Manager

David Church

MAIL TAX STATEMENT AS DIRECTED ABOVE

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On February 1 2022 before me D. Pitcher, Notary Public personally appeared David Church, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person (s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(seal)

D. PITCHER
Notary Public - California
San Diego County
Commission # 2324982
My Comm. Expires Apr 15, 2024

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## EXHIBIT "A"
## LEGAL DESCRIPTION

The Land referred to herein is situated in the State of California, County of Kings, City of Avenal, and described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 22 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF AVENAL, COUNTY OF KINGS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SECTION 15, DISTANT THEREON NORTH 89° 52' EAST, 1372.78 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 0° 08' WEST, 310 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN THAT CERTAIN DEED DATED SEPTEMBER 10, 1946, RECORDED JUNE 27, 1955, IN BOOK 620, AT PAGE 598 OF OFFICIAL RECORDS OF SAID COUNTY, WHICH CORNER IS THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 52' EAST, 315 FEET, MORE OR LESS, ALONG THE NORTH LINE OF THE LAND DESCRIBED IN SAID DEED DATED SEPTEMBER 10, 1946, AND ALONG THE NORTH LINE OF THE LAND DESCRIBED IN THAT CERTAIN DEED DATED FEBRUARY 14, 1942, RECORDED DECEMBER 17, 1943, BOOK 297 AT PAGE 178 OF OFFICIAL RECORDS OF SAID COUNTY, TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN LAST DEED; THENCE NORTH 0° 08' WEST, 185 FEET, ALONG THE WEST LINE OF THE LAND DESCRIBED IN THAT CERTAIN DEED DATED NOVEMBER 21, 1949 RECORDED DECEMBER 16, 1949 IN BOOK 443 AT PAGE 16 OF OFFICIAL RECORDS OF SAID COUNTY, TO THE NORTHWEST CORNER THEREOF THENCE SOUTH 89° 52' WEST, 315 FEET TO THE EAST LINE OF PARCEL B AS DESCRIBED IN THAT CERTAIN DEED DATED JUNE 28, 1955 RECORDED JULY 28, 1955 IN BOOK 623 AT PAGE 28 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 0° 08' EAST, ALONG LAST SAID EAST LINE, 185 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND OTHER MINERALS AS RESERVED BY STANDARD OIL COMPANY OF CALIFORNIA BY DEED DATED FEBRUARY 8, 1956 AND RECORDED MAY 8, 1956 IN BOOK 648 AT PAGES 430 AND 431 OF OFFICIAL RECORDS AS INSTRUMENT NO. 5045.

APN: 040-301-028

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# CERTIFICATE OF ACCEPTANCE
## (Government Code § 27281)

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the CITY OF AVENAL, a California municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the CITY OF AVENAL pursuant to authority conferred by resolution or action of the governing body thereof approved on (date:) October 28, 2021, and the CITY OF AVENAL as grantee consents to recordation thereof by its duly authorized officer.

CITY OF AVENAL

Griselda Price, City Clerk - Acting

DATE 1/7/2022

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Kings )

On 1-7-22 before me, Maria A. Ortiz Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Griselda Price,
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MARIA A. ORTIZ
Notary Public - California
Kings County
Commission # 2384247
My Comm. Expires Nov 22, 2025

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Maria Ortiz
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer — Title(s): _____ | ☐ Corporate Officer — Title(s): _____ |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer Is Representing: _____ | Signer Is Representing: _____ |

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# Attachment 2

DOCUMENT: 2212052 06/24/2022 12:40:26 PM
OFFICIAL RECORDS OF Kings County
Kristine Lee, Clerk-Recorder,
RECORDING FEE: $30.00
COUNTY TAX: $1,815.00
CITY TAX: $1,815.00

DOC TYPE: 07
3 PGS
R058

ERECORDING PARTNERS NETWORK

RECORDING REQUESTED BY:
First American Title Company | GPN

MAIL TAX STATEMENT
AND WHEN RECORDED MAIL DOCUMENT TO:
The Burgess Family Trust dated December 5, 1989
PO Box 54
Banning, CA 92220

GC 27388.1 DTT

Space Above This Line for Recorder's Use Only

A.P.N.: 040-301-026-000 and 040-301-028-000

File No.: OSA-6776090 (NP)

# GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $3,630.00; CITY TRANSFER TAX $0.00; SURVEY MONUMENT FEE $0.00

[ X ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [X] City of Avenal, and
EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **NNNIDG21 LLC, a California limited liability company**

hereby GRANTS to **Frank J. Burgess, Successor Trustee of The Burgess Family Trust dated December 5, 1989**

the following described property in the City of **Avenal**, County of **Kings**, State of **California**:

**PARCEL 1: [APN: 040-301-028]**

**THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 22 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF AVENAL, COUNTY OF KINGS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT A POINT IN THE SOUTH LINE OF SECTION 15, DISTANT THEREON NORTH 89° 52' EAST, 1372.78 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 0°08' WEST, 310 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN THAT CERTAIN DEED DATED SEPTEMBER 10, 1946, RECORDED JUNE 27, 1955, IN BOOK 620, AT PAGE 598 OF OFFICIAL RECORDS OF SAID COUNTY, WHICH CORNER IS THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 52' EAST, 315 FEET, MORE OR LESS, ALONG THE NORTH LINE OF THE LAND DESCRIBED IN SAID DEED DATED SEPTEMBER 10, 1946, AND ALONG THE NORTH LINE OF THE LAND DESCRIBED IN THAT CERTAIN DEED DATED FEBRUARY 14, 1942, RECORDED DECEMBER 17, 1943, BOOK 297 AT PAGE 178 OF OFFICIAL RECORDS OF SAID COUNTY, TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN LAST DEED; THENCE NORTH 0° 08' WEST, 185 FEET, ALONG THE WEST LINE OF THE LAND DESCRIBED IN THAT CERTAIN DEED DATED NOVEMBER 21, 1949 RECORDED DECEMBER 16, 1949 IN BOOK 443 AT PAGE 16 OF OFFICIAL RECORDS OF SAID COUNTY, TO THE NORTHWEST CORNER THEREOF THENCE SOUTH 89° 52' WEST, 315 FEET TO THE EAST LINE OF PARCEL B AS DESCRIBED IN THAT CERTAIN DEED DATED JUNE 28, 1955 RECORDED JULY 28, 1955 IN BOOK 623 AT PAGE 28 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 0° 08' EAST, ALONG LAST SAID EAST LINE, 185 FEET TO THE TRUE POINT OF**

Mail Tax Statements To: **SAME AS ABOVE**

BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND OTHER MINERALS AS RESERVED BY STANDARD OIL COMPANY OF CALIFORNIA BY DEED DATED FEBRUARY 8, 1956 AND RECORDED MAY 8, 1956 IN BOOK 648 AT PAGE 430 AND 431 OF OFFICIAL RECORDS AS DOCUMENT NUMBER 5045.

PARCEL 2: [APN: 040-301-026]

PARCEL A:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 22 SOUTH, RANGE 17 EAST, IN THE CITY OF AVENAL, COUNTY OF KINGS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION 15 DISTANT EASTERLY THEREON 1522.78 FEET, MORE OR LESS FROM THE SOUTHWEST CORNER OF SECTION 15, THENCE NORTH 0° 08' WEST 40 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 0° 08' WEST 270 FEET; THENCE NORTH 89° 52' EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 15, 165.0 FEET; THENCE SOUTH 0° 08' EAST, 245.35 FEET MORE OR LESS TO A POINT IN THE NORTHWESTERLY LINE OF SKYLINE ROAD (100 FEET WIDE); THENCE SOUTH 59° 01' WEST ALONG SAID NORTHWESTERLY LINE, 48.07 FEET TO A POINT DISTANT NORTHERLY 40 FEET MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID SECTION 15, THENCE SOUTH 89° 52' WEST 123.73 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, ASPHALTUM AND OTHER MINERALS WITHIN OR UNDERLYING THE PREMISES HEREIN DESCRIBED, OR THAT MAY BE PRODUCED THEREFROM, AS RESERVED IN DEED FROM STANDARD OIL COMPANY OF CALIFORNIA, A CORPORATION, TO M.H. STANSBURY, ET. AL., RECORDED IN BOOK 297 AT PAGE 178 OF OFFICIAL RECORDS.

PARCEL B:

NON-EXCLUSIVE EASEMENT FOR PERPETUAL EASEMENT, PEDESTRIAN, VEHICULAR ACCESS, INGRESS AND EGRESS, PUBLIC RIGHT OF WAY AS DESCRIBED IN EASEMENT AGREEMENT AND DEED OF RESTRICTIONS RECORDED JANUARY 04, 2022 AS INSTRUMENT NO. 2022-0025 OF OFFICIAL RECORDS.

Grant Deed - continued

Date: 06/20/2022

A.P.N.: 040-301-026-000 and 040-301-028-000

File No.: OSA-6776090 (NP)

Dated: June 20, 2022

NNNDG21 LLC, a California limited liability company

By: NNN Retail Development California LLC, A California limited liability company, its Manager

By: NNN Retail Development LLC, an Arizona limited liability company, its Manager

By: _____

David Church, Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CA )SS

COUNTY OF San Diego )

On 6/20/2022 before me, Jordan Pada, Notary Public, personally appeared David Church

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*This area for official notarial seal.*

Notary Signature

JAS1

JORDAN PADA
COMM. # 2259521
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
SEPTEMBER 24, 2022

JAS1

# Attachment 3

RECORDING REQUESTED BY:

First American Title Insurance Company

AND WHEN RECORDED MAIL TO:

First American Title Insurance Company
Attn: Angela Sutton / Claim 2309003015
9000 E. Pima Center Pkwy
Scottsdale, AZ 85258

---

917 E. San Joaquin Street, Avenal, CA 93204
APN 040-301-026

# CORRECTION DEED

THE UNDERSIGNED TRANSFEROR(s) DECLARE DOCUMENTARY TRANSFER TAX is $0 CITY TAX $0. "This conveyance confirms title to the grantee(s) who continue to hold the same interest acquired on June 24, 2022 as Document No. 2212052, wherein $3,630.00 Documentary Transfer tax was paid, R & T 11911." Correction document only.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

NNNDG21, LLC, a California limited liability company ("Grantor"),

hereby grants to

Frank J. Burgess, Successor Trustee of The Burgess Family Trust dated December 5, 1989 ("Grantee"),

the following described property in the City of Avenal, County of Kings, State of California:

See Exhibit A attached hereto and incorporated herein.

ATTENTION ASSESSOR: **DO NOT REASSESS.** CORRECTION DEED ONLY. This deed corrects the Grant Deed recorded June 24, 2022 as Document No. 2212052, which incorrectly includes/describes APN 040-301-028. Said Grant Deed was intended to only include/describe APN 040-301-026.

Dated: 12/23, 2024

NNNDG21, LLC, a California limited liability company

By: NNN Retail Development California LLC, a California limited liability company, its Manager

By: NNN Retail Development LLC, an Arizona limited liability company, its Manager

By: David Church
Its: Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Texas )
) ss.
COUNTY OF Hallis )

On 12/23/, 2024 before me, Shilpi Singh, a Notary Public, personally appeared David P Church, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SHILPI SINGH
Notary ID #134105323
My Commission Expires
December 14, 2026

Shilpi Singh
Notary Public

# Exhibit A

PARCEL A:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 22 SOUTH, RANGE 17 EAST, IN THE CITY OF AVENAL, COUNTY OF KINGS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION 15 DISTANT EASTERLY THEREON 1522.78 FEET, MORE OR LESS FROM THE SOUTHWEST CORNER OF SECTION 15, THENCE NORTH 0° 08' WEST 40 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 0° 08' WEST 270 FEET; THENCE NORTH 89° 52' EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 15, 165.0 FEET; THENCE SOUTH 0° 08' EAST, 245.35 FEET MORE OR LESS TO A POINT IN THE NORTHWESTERLY LINE OF SKYLINE ROAD (100 FEET WIDE); THENCE SOUTH 59° 01' WEST ALONG SAID NORTHWESTERLY LINE, 48.07 FEET TO A POINT DISTANT NORTHERLY 40 FEET MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID SECTION 15, THENCE SOUTH 89° 52' WEST 123.73 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, ASPHALTUM AND OTHER MINERALS WITHIN OR UNDERLYING THE PREMISES HEREIN DESCRIBED, OR THAT MAY BE PRODUCED THEREFROM, AS RESERVED IN DEED FROM STANDARD OIL COMPANY OF CALIFORNIA, A CORPORATION, TO M.H. STANSBURY, ET. AL., RECORDED IN BOOK 297 AT PAGE 178 OF OFFICIAL RECORDS.

PARCEL B:

NON-EXCLUSIVE EASEMENT FOR PERPETUAL EASEMENT, PEDESTRIAN, VEHICULAR ACCESS, INGRESS AND EGRESS, PUBLIC RIGHT OF WAY AS DESCRIBED IN EASEMENT AGREEMENT AND DEED OF RESTRICTIONS RECORDED JANUARY 04, 2022 AS INSTRUMENT NO. 2022-0025 OF OFFICIAL RECORDS.

917 E. San Joaquin Street, Avenal, CA 93204
APN 040-301-026

# Attachment 4

**RECORDING REQUESTED BY**
First American Title
**Mail Tax Statements to:**
**AND WHEN RECORDED MAIL TO:**
City of Avenal
919 Skyline Boulevard
Avenal, California 93204
Claim No. CA-2309003015

**Space Above This Line for Recorder's Use Only**

A.P.N.: 040-301-028-000 File No.: OSA-6776090

# QUIT-CLAIM DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $0.00; CITY TRANSFER TAX $0.00; **No consideration per RTT 11911.**

[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ X ] unincorporated area; [ X ] City of **Avenal** and

This Quit Claim Deed is being recorded to relinquish any and all interest in the property described in this Quit Claim Deed and incorrectly conveyed in that Grant Deed recorded on June 24, 2022, as document number 2212052 in the Official Records of Kings County.

****This is a conveyance to correct the record and the Grantor received nothing in return R&T 11911****

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**Frank J. Burgess, Successor Trustee of The Burgess Family Trust dated December 5, 1989**

HEREBY REMISES, RELEASES AND FOREVER QUITCLAIMS to:

**CITY OF AVENAL**

The following described property in the City of **Avenal,** County of **Kings,** State of **California:**

PARCEL 1: [APN: 040-301-028]

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 22 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF AVENAL, COUNTY OF KINGS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SECTION 15, DISTANT THEREON NORTH 89° 52' EAST, 1372.78 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 0°08' WEST, 310 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN THAT CERTAIN DEED DATED SEPTEMBER 10, 1946, RECORDED JUNE 27, 1955, IN BOOK 620, AT PAGE 598 OF OFFICIAL RECORDS OF

SAID COUNTY, WHICH CORNER IS THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 52' EAST, 315 FEET, MORE OR LESS, ALONG THE NORTH LINE OF THE LAND
DESCRIBED IN SAID DEED DATED SEPTEMBER 10, 1946, AND ALONG THE NORTH LINE OF THE LAND DESCRIBED IN THAT CERTAIN DEED DATED FEBRUARY 14, 1942, RECORDED DECEMBER 17, 1943, BOOK 297 AT PAGE 178 OF OFFICIAL RECORDS OF SAID COUNTY, TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN LAST DEED; THENCE NORTH 0° 08' WEST, 185 FEET, ALONG THE WEST LINE OF THE LAND DESCRIBED IN THAT CERTAIN DEED DATED NOVEMBER 21, 1949 RECORDED DECEMBER 16, 1949 IN BOOK 443 AT PAGE 16 OF OFFICIAL RECORDS OF SAID COUNTY, TO THE NORTHWEST CORNER THEREOF THENCE SOUTH 89° 52' WEST, 315 FEET TO THE EAST LINE OF PARCEL B AS DESCRIBED IN THAT CERTAIN DEED DATED JUNE 28, 1955 RECORDED JULY 28, 1955 IN BOOK 623 AT PAGE 28 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 0° 08' EAST, ALONG LAST SAID EAST LINE, 185 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND OTHER MINERALS AS RESERVED BY STANDARD OIL COMPANY OF CALIFORNIA BY DEED DATED FEBRUARY 8, 1956 AND RECORDED MAY 8, 1956 IN BOOK 648 AT PAGE 430 AND 431 OF OFFICIAL RECORDS
AS DOCUMENT NUMBER 5045.

Date: 10/3/2025

The Burgess Family Trust dated December 5, 1989

By: Frank J. Burgess, Successor Trustee

Mail Tax Statement to: SAME AS ABOVE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )
) S.S.
COUNTY OF Riverside )

On October 3, 2025, before me, Brenda K. Wallace, the Notary Public, personally appeared Frank J. Burgess, Successor Trustee of The Burgess Family Trust dated December 5, 1989, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature: _____

BRENDA K. WALLACE
Notary Public - California
Riverside County
Commission # 2315919
My Comm. Expires Mar 29, 2029

# Attachment 5

# CERTIFICATE OF ACCEPTANCE

RE: A.P.N. 040-301-028-000

Certificate of Acceptance, Government Code Section 27281

*THIS IS TO CERTIFY* that the interest in real property conveyed by the deed dated October 3, 2025, from **Frank J. Burgess, Successor Trustee of The Burgess Family Trust dated December 5, 1989** to the **City of Avenal** is hereby accepted by the City of Avenal on _____ and the grantee consents to recordation thereof by the County Recorder Kings County.

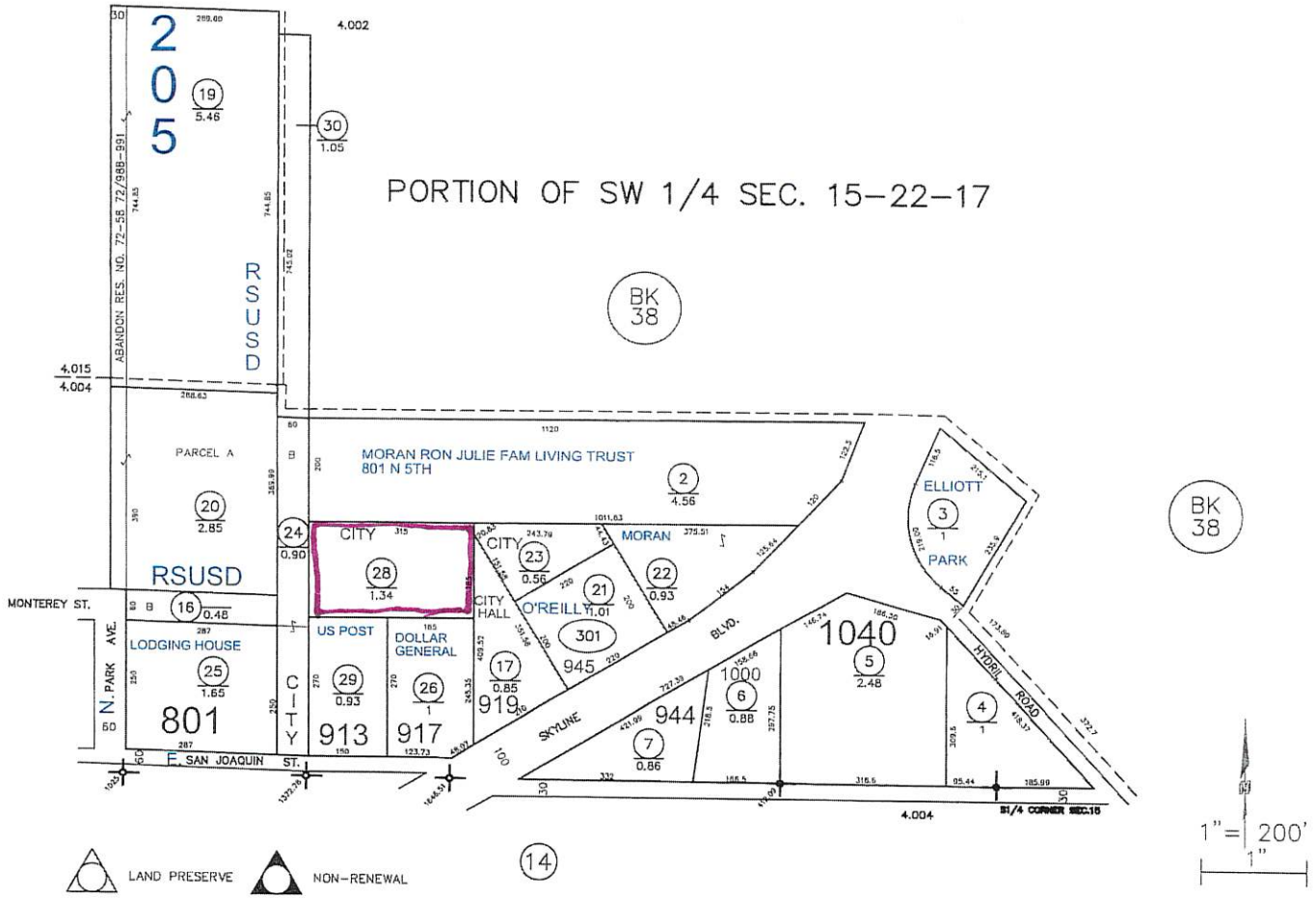
*IN WITNESS WHEREOF,* I have hereunto set my hand on:

**Name:**
**Title:**

# KINGS COUNTY ASSESSOR'S MAP

40–30

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY
IT IS NOT TO BE CONSTRUED AS PORTRAYING
LEGAL OWNERSHIP OF DIVISIONS OF LAND FOR
PURPOSES OF ZONING OR SUBDIVISION LAW.
JULY 2008




Copyright © 1997, Kings County Assessor's Office
All rights reserved

**AGENDA ITEM NO. 4. - C**

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

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

**FROM:** **María A. Ortiz, City Clerk/Community Development Coordinator**

**DATE:** **February 12 2026**

**RE:** **Consider Approving Regular City Council/Successor Agency/PFA Meetings Schedule for 2026-2027.**

## INFORMATION:

In the past, the City Council has been in favor of adopting a yearly schedule for its Regular Meetings. This makes it transparent for our community and public.

Staff has attached Exhibit A to consider amending the Regular City Council/Successor Agency/PFA Meetings for 2026 and adopting a schedule for 2026 and 2027.
Staff recommends approving Regular City Council/Successor Agency/PFA Meetings for calendar years 2026-2027

****Special meetings can be scheduled and noticed as needed.**

## RECOMMENDATION:

By motion, approve Regular City Council/Successor Agency/PFA Meetings for calendar years 2026, and 2027, and direct Staff to notice the meeting schedule.

# CITY COUNCIL SCEHDULE

| 2026 | | | 2027 | |
|---|---|---|---|---|
| | **JANUARY** | | | **JANUARY** |
| 8 | Regular Council meeting (5:15 pm) | | 14 | Regular Council meeting (5:15 pm) |
| 22 | Regular Council meeting (5:15 pm) | | 28 | Regular Council meeting (5:15 pm) |
| | **FEBRUARY** | | | **FEBRUARY** |
| 12 | Regular Council meeting (5:15 pm) | | 11 | Regular Council meeting (5:15 pm) |
| 26 | Regular Council meeting (5:15 pm) | | 25 | Regular Council meeting (5:15 pm) |
| | **MARCH** | | | **MARCH** |
| 12 | Regular Council meeting (5:15 pm) | | 11 | Regular Council meeting (5:15 pm) |
| 26 | Regular Council meeting (5:15 pm) | | 25 | Regular Council meeting (5:15 pm) |
| | **APRIL** | | | **APRIL** |
| 9 | Regular Council meeting (5:15 pm) | | 8 | Regular Council meeting (5:15 pm) |
| 23 | Regular Council meeting (5:15 pm) | | 22 | Regular Council meeting (5:15 pm) |
| | **MAY** | | | **MAY** |
| 14 | Regular Council meeting (5:15 pm) | | 13 | Regular Council meeting (5:15 pm) |
| 28 | Regular Council meeting (5:15 pm) | | 27 | Regular Council meeting (5:15 pm) |
| | **JUNE** | | | **JUNE** |
| 11 | Regular Council meeting (5:15 pm) | | 10 | Regular Council meeting (5:15 pm) |
| 25 | Regular Council meeting (5:15 pm) | | 24 | Regular Council meeting (5:15 pm) |
| | **JULY** | | | **JULY** |
| 9 | Regular Council meeting (5:15 pm) | | 8 | Regular Council meeting (5:15 pm) |
| | **AUGUST** | | | **AUGUST** |
| 13 | Regular Council meeting (5:15 pm) | | 12 | Regular Council meeting (5:15 pm) |
| | **SEPTEMBER** | | | **SEPTEMBER** |
| 10 | Regular Council meeting (5:15 pm) | | 9 | Regular Council meeting (5:15 pm) |
| 24 | Regular Council meeting (5:15 pm) | | 23 | Regular Council meeting (5:15 pm) |
| | **OCTOBER** | | | **OCTOBER** |
| 8 | Regular Council meeting (5:15 pm) | | 14 | Regular Council meeting (5:15 pm) |
| 22 | Regular Council meeting (5:15 pm) | | 28 | Regular Council meeting (5:15 pm) |
| | **NOVEMBER** | | | **NOVEMBER** |
| 12 | Regular Council meeting (5:15 pm) | | 11 | Regular Council meeting (5:15 pm) |
| | **DECEMBER** | | | **DECEMBER** |
| 10 | Regular Council meeting (5:15 pm) | | 9 | Regular Council meeting (5:15 pm) |

**AGENDA ITEM NO. 4. – D**

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

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

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

**DATE:** **February 12, 2026**

**RE:** **Consider Approval of Patrol Vehicle Upfitting, Equipment Installation, Graphics, and Budget Modification**

**INFORMATION:**

The Avenal Police Department is requesting City Council approval to authorize the complete upfitting, equipping, and graphics installation of four patrol vehicles recently obtained from the Fresno Police Department, and to approve a corresponding budget modification under the Vehicles line item.

The Department is currently operating with a substandard number of patrol vehicles, which has created operational strain and reduced fleet flexibility. The acquisition of these used vehicles presents an opportunity to restore fleet capacity; however, the vehicles must be properly equipped before being placed into service.

The proposed scope of work includes full emergency vehicle upfitting, installation of lighting and control systems, radios and antennas, mobile data terminals (MDTs), programming, and the application of departmental graphics and minor detailing. Completing this work in a single, comprehensive project ensures the vehicles are fully compliant with applicable safety standards, operational requirements, and department policies from day one.

Based on vendor estimates, the total projected cost to upfit all four vehicles is **approximately $77,299.08**, with estimated costs itemized as follows:

- **Vehicle upfitting, lighting, controls, wiring, and installation (4 vehicles):** $39,377.87
- **Radios, docking stations, remote mounts, antennas, and programming (4 vehicles):** $12,697.57
- **Mobile Data Terminals – Dell rugged laptops (4 units):** $19,223.64
- **Graphics and minor detailing allowance ($1,500 per vehicle):** $6,000.00

Due to current market conditions and potential fluctuations in vendor pricing, particularly for mobile data terminals, staff is requesting authorization to proceed with procurement and installation provided total project costs remain within the approved budget.

Rather than proceeding in phases or piecemeal installations, staff recommends completing the full scope of work at once to ensure efficiency, consistency, and long-term reliability of the fleet.
To remain transparent and procedurally sound, staff is requesting City Council approval of a budget modification under the Vehicles line item **not to exceed $85,000.00** to fund this project.

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

**RECOMMENDATION:**

**Staff recommends that the City Council:**

1. **Approve the complete upfitting, equipping, and graphics installation of four patrol vehicles obtained from the Fresno Police Department;**
2. **Approve a budget modification under the Vehicles line item in an amount not to exceed $85,000.00; and**
3. **Authorize the Chief of Police or designee to proceed with procurement and installation and to make adjustments as necessary should vendor pricing fluctuate, provided total expenditures remain within the approved budget.**

**FISCAL IMPACT:**

**Police Department – The estimated cost of the patrol vehicle upfitting project is approximately $77,299.08, with City Council authorization not to exceed $85,000.00. Approval of the requested budget modification will allocate funds under the Vehicles line item to support this expenditure. This action will allow the Department to restore fleet capacity and maintain safe and effective operations.**

**BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL**

**IN THE MATTER OF:**
Approval of Patrol Vehicle Upfitting, Equipment Installation, Graphics, and Budget Modification.

**RESOLUTION 2026-__**

**WHEREAS**, the City of Avenal Police Department has obtained four used patrol vehicles from the Fresno Police Department to address fleet capacity and operational needs; and

**WHEREAS**, the City Council finds that the Police Department is currently operating with a substandard number of patrol vehicles, impacting public safety operations; and

**WHEREAS**, the patrol vehicles must be fully equipped, upfitted, and marked in order to be safely and effectively placed into service; and

**WHEREAS**, the proposed scope of work includes emergency lighting and controls, radios and antennas, mobile data terminals, programming, graphics, and related installation services; and

**WHEREAS**, the total estimated cost for the complete upfitting and equipping of the four patrol vehicles is $77,299.08, with potential cost variability driven primarily by mobile data terminal pricing and market conditions; and

**WHEREAS**, staff has recommended that the project be completed in its entirety to ensure compliance, safety, and operational readiness from day one; and

**WHEREAS**, a budget modification under the Vehicles line item is required to fund the project.

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 February 12, 2026, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____

MARIA ORTIZ, City Clerk
CITY OF AVENAL

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

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

1. Finds that the foregoing recitals are true and correct;

2. Approves the complete upfitting, equipping, and graphics installation of four patrol vehicles obtained from the Fresno Police Department;

3. Approves a budget modification under the Vehicles line item in an amount not to exceed $85,000.00 to fund the project;

4. Authorizes the City Manager, Director of Administrative Services, City Clerk, Chief of Police, and other appropriate City staff to take all actions necessary to implement this resolution and complete the patrol vehicle upfitting project.

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

AIRWAVE COMMUNICATIONS

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

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

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

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

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

# Quote

**Estimate Date:** Dec-11-2025

**Estimate Number:** 2010458041

**Total Amount:** **$9,100.18**

**Payment Terms:**

**Sales Representative** Daniel Gutierrez

**Expiration Date** Jan-10-2026

**bill to:**

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

**Ship To:**

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

**Summary:**

**Estimate Date:** 12/11/2025
**Estimate Number:** 2010458041
**Estimate Amount:** **$9,100.18**
**Payment Terms:**

| Description<br>*Details* | Item Price | Quantity | Total Price |
|---|---|---|---|
| NOTES*<br>*2017 Unit 1: Vin -27006* | $0.00 | 1 | $0.00 |
| BB8DEDE<br>*Whelen 48" Libertyll Lightbar*<br>*Duo WCX*<br>*RW/BW/RA/BA* | $2,248.75 | 1 | $2,248.75 |
| MKAJ105<br>*ADJ LIGHTBAR MOUNT KIT #105*<br>**N/N Pricing; no MD applies* | $0.00 | 1 | $0.00 |
| C399<br>*CENCOM CORE WCX CONTROL CENTER; Amplifier Control Module, Flashing Outputs, Includes 3 WeCanX Ports, and Controls up to 99 Devices/Remote Modules, Control Heads Purchased Separately* | $1,131.25 | 1 | $1,131.25 |
| CCTL7<br>*WeCanX 21 BUTTON/SLIDE CTRL HD*<br>**N/N Pricing; no MD applies* | $0.00 | 1 | $0.00 |
| C399K4<br>*OBDII CANPORT CABLE KIT FORD* | $0.00 | 1 | $0.00 |
| SA315P<br>*Whelen SPEAKER, BLACK PLASTIC;Speaker, Nylon Composite* | $211.25 | 1 | $211.25 |
| SAK9<br>*Whelen Heavy-Duty Universal/Swivel Bail Type Mounting Bracket* | $0.00 | 1 | $0.00 |

AIRWAVE COMMUNICATIONS

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

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

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

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

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

# Quote

| | |
|---|---|
| **Estimate Date:** | Dec-11-2025 |
| **Estimate Number:** | 2010458041 |
| **Total Amount:** | **$9,100.18** |
| **Payment Terms:** | |
| **Sales Representative** | Daniel Gutierrez |
| **Expiration Date** | Jan-10-2026 |

**bill to:**

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

**Ship To:**

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

**Summary:**

| | |
|---|---|
| **Estimate Date:** | 12/11/2025 |
| **Estimate Number:** | 2010458041 |
| **Estimate Amount:** | **$9,100.18** |
| **Payment Terms:** | |

| Description<br>*Details* | Item Price | Quantity | Total Price |
|---|---|---|---|
| NUS-2X<br>*Nu-Tech Roof Entry Port* | $23.15 | 1 | $23.15 |
| Ch15.1.20<br>*15 Circuit wiring harness w/ WP quick disconnects, modular plug-in Smart Timer, 20 ft. wire outputs* | $540.00 | 1 | $540.00 |
| SI-240-T-IH<br>*Secure Idle Ford Utility/Sedan* | $198.75 | 1 | $198.75 |
| MMSU-1<br>*MAGNETIC MIC, Clip* | $31.25 | 3 | $93.75 |
| C-EB40-CCS-1P<br>*Havis Faceplate 1 Piece fits Whelen CenCom Controller* | $29.25 | 1 | $29.25 |
| C-FP-3<br>*Face Plate Blank 3"* | $12.00 | 1 | $12.00 |
| Misc Item<br>*NX-5000 Faceplate for Kenwood Radio, KCH20r control head* | $33.75 | 1 | $33.75 |
| C-FP-2<br>*HAVIS 2" Filler Plate* | $10.50 | 1 | $10.50 |
| C-MCB<br>*Mic Clip Bracket* | $15.00 | 3 | $45.00 |
| C-MD-112<br>*11" Slide Out Locking Swing Arm with Motion Adapter* | $284.25 | 1 | $284.25 |

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75-430 GERALD FORD DRIVE, STE 203
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(760) 834-8967

# Quote

**Estimate Date:** Dec-11-2025

**Estimate Number:** 2010458041

**Total Amount:** **$9,100.18**

**Payment Terms:**

**Sales Representative** Daniel Gutierrez

**Expiration Date** Jan-10-2026

**bill to:**

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Edward Rij
317 E Alpine St
Avenal, CA 93204

**Ship To:**

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Avenal, CA 93204

**Summary:**

**Estimate Date:** 12/11/2025
**Estimate Number:** 2010458041
**Estimate Amount:** **$9,100.18**
**Payment Terms:**

| Description<br>*Details* | Item Price | Quantity | Total Price |
|---|---|---|---|
| LPS-211<br>*Mounting Bracket for Power Supply* | $33.75 | 1 | $33.75 |
| C-SM-SA<br>*FXDADP,OPT,BRKT,BAIL,EM,5.89hx9w* | $72.75 | 1 | $72.75 |
| Misc Item<br>*Faceplate for Kenwood NX-5800BK Single Piece* | $33.75 | 1 | $33.75 |
| Misc installation Materials<br>*Misc installation consumables* | $250.00 | 1 | $250.00 |
| Shipping 1002<br>*Shipping & Handling* | $175.00 | 1 | $175.00 |
| Installation:Vehicle Installation<br>*UP-Fit for Vehicle Installation* | $3,240.00 | 1 | $3,240.00 |

**Subtotal:** $8,666.90

**Sales Tax:** $433.28

**Total:** **$9,100.18**

Disclaimer:
This quote is for the named party only and not for distribution. It is a standard quote provided without prior coverage testing. Airwave Communications reserves the right to charge for time and effort in gathering this information if intended for RFP, RFQ, or similar purposes. We are not responsible for equipment failures due to testing, programming, or rebooting resulting from age, wear, tear, or factors beyond our control. Additional charges apply for delays that cause stand-by time during the job. Monitoring provides a snapshot of frequency noise at the time of testing and does not guarantee protection from future interference. Additional parts and work outside the Schedule of Work will be billed at time and material rates. The seller reserves the right to make design improvements to goods without notice. Airwave reserves the right to correct any errors in prices or quantities for products or services. All work is scheduled during regular business hours and requires uninterrupted site access. This proposal does not include ongoing monitoring, maintenance services, spare equipment, or third-party system integrations unless otherwise noted. Prevailing wage is assumed not required. Prevailing wage rates and certified payroll reporting are excluded unless explicitly included in the quoted scope. Delays in radio unit availability on programming day may result in extra charges.

Payment Terms:
Payment is due in full per the agreed net terms from the invoice date. For sales over ten thousand dollars, 30% is due at PO issuance, 30% upon receipt of equipment or parts at our facility, and the remaining balance upon delivery or pickup. Any changes to these terms must be made in writing. Invoices not paid within the agreed net terms will incur a charge of 0.833 percent per month (ten percent annually) after a 7-day grace period. Customers will be notified of late fees within ten business days. Payments apply first to late fees, then to principal. Late fee disputes must be submitted in writing within thirty days. Terms may change with thirty days notice. Invoices unpaid for over ninety days may be sent to collections, and customers will be responsible for all associated fees. These terms are governed by California law. A three-and-a-half percent service fee applies to credit card transactions.

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

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

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

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

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

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

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

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

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

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COMMERCE, CA 90040
(323) 725-0998

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

# Quote

**Estimate Date:** Dec-11-2025

**Estimate Number:** 2010458042

**Total Amount:** **$9,977.82**

**Payment Terms:**

**Sales Representative** Daniel Gutierrez

**Expiration Date** Jan-10-2026

**bill to:**

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

**Ship To:**

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

**Summary:**

**Estimate Date:** 12/11/2025
**Estimate Number:** 2010458042
**Estimate Amount:** **$9,977.82**
**Payment Terms:**

| Description<br>*Details* | Item Price | Quantity | Total Price |
|---|---|---|---|
| NOTES*<br>*2018 Unit 2: Vin -99917* | $0.00 | 1 | $0.00 |
| BB8DEDE<br>*Whelen 48" Libertyll Lightbar*<br>*Duo WCX*<br>*RW/BW/RA/BA* | $2,248.75 | 1 | $2,248.75 |
| MKAJ105<br>*ADJ LIGHTBAR MOUNT KIT #105*<br>**N/N Pricing; no MD applies* | $0.00 | 1 | $0.00 |
| C399<br>*CENCOM CORE WCX CONTROL CENTER; Amplifier Control Module, Flashing Outputs, Includes 3 WeCanX Ports, and Controls up to 99 Devices/Remote Modules, Control Heads Purchased Separately* | $1,131.25 | 1 | $1,131.25 |
| CCTL7<br>*WeCanX 21 BUTTON/SLIDE CTRL HD*<br>**N/N Pricing; no MD applies* | $0.00 | 1 | $0.00 |
| C399K4<br>*OBDII CANPORT CABLE KIT FORD* | $0.00 | 1 | $0.00 |
| SA315P<br>*Whelen SPEAKER, BLACK PLASTIC;Speaker, Nylon Composite* | $211.25 | 1 | $211.25 |
| SAK9<br>*Whelen Heavy-Duty Universal/Swivel Bail Type Mounting Bracket* | $0.00 | 1 | $0.00 |

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# Quote

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|---|---|
| **Estimate Date:** | Dec-11-2025 |
| **Estimate Number:** | 2010458042 |
| **Total Amount:** | **$9,977.82** |
| **Payment Terms:** | |
| **Sales Representative** | Daniel Gutierrez |
| **Expiration Date** | Jan-10-2026 |

**bill to:**

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

**Ship To:**

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Edward Rij
317 E Alpine St
Avenal, CA 93204

**Summary:**

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| **Estimate Date:** | 12/11/2025 |
| **Estimate Number:** | 2010458042 |
| **Estimate Amount:** | **$9,977.82** |
| **Payment Terms:** | |

| Description<br>*Details* | Item Price | Quantity | Total Price |
|---|---|---|---|
| NUS-2X<br>*Nu-Tech Roof Entry Port* | $23.15 | 1 | $23.15 |
| Ch15.1.20<br>*15 Circuit wiring harness w/ WP quick disconnects, modular plug-in Smart Timer, 20 ft. wire outputs* | $540.00 | 1 | $540.00 |
| SI-240-T-IH<br>*Secure Idle Ford Utility/Sedan* | $198.75 | 1 | $198.75 |
| MMSU-1<br>*MAGNETIC MIC, Clip* | $31.25 | 3 | $93.75 |
| C-EB40-CCS-1P<br>*Havis Faceplate 1 Piece fits Whelen CenCom Controller* | $29.25 | 1 | $29.25 |
| C-FP-3<br>*Face Plate Blank 3"* | $12.00 | 1 | $12.00 |
| Misc Item<br>*NX-5000 Faceplate for Kenwood Radio, KCH20r control head* | $33.75 | 1 | $33.75 |
| C-FP-2<br>*HAVIS 2" Filler Plate* | $10.50 | 1 | $10.50 |
| C-MCB<br>*Mic Clip Bracket* | $15.00 | 3 | $45.00 |
| Misc Item<br>*Faceplate for Kenwood NX-5800BK Single Piece* | $33.75 | 1 | $33.75 |

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(323) 725-0998

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PALM DESERT, CA 92211
(760) 834-8967

# Quote

| | |
|---|---|
| **Estimate Date:** | Dec-11-2025 |
| **Estimate Number:** | 2010458042 |
| **Total Amount:** | **$9,977.82** |
| **Payment Terms:** | |
| **Sales Representative** | Daniel Gutierrez |
| **Expiration Date** | Jan-10-2026 |

**bill to:**

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

| Ship To: | Summary: | |
|---|---|---|
| Avenal Police Dept | **Estimate Date:** | 12/11/2025 |
| Edward Rij | **Estimate Number:** | 2010458042 |
| 317 E Alpine St | **Estimate Amount:** | **$9,977.82** |
| Avenal, CA 93204 | **Payment Terms:** | |

| Description<br>*Details* | Item Price | Quantity | Total Price |
|---|---|---|---|
| Misc installation Materials<br>*Misc installation consumables* | $250.00 | 1 | $250.00 |
| Shipping 1002<br>*Shipping & Handling* | $175.00 | 1 | $175.00 |
| Installation:Vehicle Installation<br>*UP-Fit for Vehicle Installation* | $3,240.00 | 1 | $3,240.00 |
| IONR<br>*IONR - Red* | $120.15 | 5 | $600.75 |
| IONB<br>*IONR - Blue* | $120.15 | 5 | $600.75 |

| | |
|---|---|
| **Subtotal:** | $9,477.65 |
| **Sales Tax:** | $500.17 |
| **Total:** | **$9,977.82** |

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

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

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

Important Pricing & Supply Chain Notice:
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Modifications or Additions to Terms and Conditions:
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(760) 834-8967

# Quote

**Estimate Date:** Dec-11-2025

**Estimate Number:** 2010458044

**Total Amount:** **$10,322.05**

**Payment Terms:**

**Sales Representative** Daniel Gutierrez

**Expiration Date** Jan-10-2026

**bill to:**

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

**Ship To:**

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

**Summary:**

**Estimate Date:** 12/11/2025
**Estimate Number:** 2010458044
**Estimate Amount:** **$10,322.05**
**Payment Terms:**

| Description<br>*Details* | Item Price | Quantity | Total Price |
|---|---|---|---|
| NOTES*<br>*2017 Unit 3: Vin -06750* | $0.00 | 1 | $0.00 |
| BB8DEDE<br>*Whelen 48" Libertyll Lightbar*<br>*Duo WCX*<br>*RW/BW/RA/BA* | $2,248.75 | 1 | $2,248.75 |
| MKAJ105<br>*ADJ LIGHTBAR MOUNT KIT #105*<br>**N/N Pricing; no MD applies* | $0.00 | 1 | $0.00 |
| C399<br>*CENCOM CORE WCX CONTROL CENTER; Amplifier Control Module, Flashing Outputs, Includes 3 WeCanX Ports, and Controls up to 99 Devices/Remote Modules, Control Heads Purchased Separately* | $1,131.25 | 1 | $1,131.25 |
| CCTL7<br>*WeCanX 21 BUTTON/SLIDE CTRL HD*<br>**N/N Pricing; no MD applies* | $0.00 | 1 | $0.00 |
| C399K4<br>*OBDII CANPORT CABLE KIT FORD* | $0.00 | 1 | $0.00 |
| SA315P<br>*Whelen SPEAKER, BLACK PLASTIC;Speaker, Nylon Composite* | $211.25 | 1 | $211.25 |
| SAK9<br>*Whelen Heavy-Duty Universal/Swivel Bail Type Mounting Bracket* | $0.00 | 1 | $0.00 |

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# Quote

| | |
|---|---|
| **Estimate Date:** | Dec-11-2025 |
| **Estimate Number:** | 2010458044 |
| **Total Amount:** | **$10,322.05** |
| **Payment Terms:** | |
| **Sales Representative** | Daniel Gutierrez |
| **Expiration Date** | Jan-10-2026 |

**bill to:**

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

**Ship To:**

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

**Summary:**

| | |
|---|---|
| **Estimate Date:** | 12/11/2025 |
| **Estimate Number:** | 2010458044 |
| **Estimate Amount:** | **$10,322.05** |
| **Payment Terms:** | |

| Description<br>*Details* | Item Price | Quantity | Total Price |
|---|---|---|---|
| NUS-2X<br>*Nu-Tech Roof Entry Port* | $23.15 | 1 | $23.15 |
| Ch15.1.20<br>*15 Circuit wiring harness w/ WP quick disconnects, modular plug-in Smart Timer, 20 ft. wire outputs* | $540.00 | 1 | $540.00 |
| SI-240-T-IH<br>*Secure Idle Ford Utility/Sedan* | $198.75 | 1 | $198.75 |
| MMSU-1<br>*MAGNETIC MIC, Clip* | $31.25 | 3 | $93.75 |
| C-EB40-CCS-1P<br>*Havis Faceplate 1 Piece fits Whelen CenCom Controller* | $29.25 | 1 | $29.25 |
| C-FP-3<br>*Face Plate Blank 3"* | $12.00 | 1 | $12.00 |
| Misc Item<br>*NX-5000 Faceplate for Kenwood Radio, KCH20r control head* | $33.75 | 1 | $33.75 |
| C-FP-2<br>*HAVIS 2" Filler Plate* | $10.50 | 1 | $10.50 |
| C-MCB<br>*Mic Clip Bracket* | $15.00 | 3 | $45.00 |
| Misc Item<br>*Faceplate for Kenwood NX-5800BK Single Piece* | $33.75 | 1 | $33.75 |

AIRWAVE COMMUNICATIONS

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

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BAKERSFIELD, CA 93307
(661) 414-5452

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

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

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

# Quote

**Estimate Date:** Dec-11-2025

**Estimate Number:** 2010458044

**Total Amount:** **$10,322.05**

**Payment Terms:**

**Sales Representative** Daniel Gutierrez

**Expiration Date** Jan-10-2026

**bill to:**

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

**Ship To:**

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

**Summary:**

**Estimate Date:** 12/11/2025
**Estimate Number:** 2010458044
**Estimate Amount:** **$10,322.05**
**Payment Terms:**

| Description<br>*Details* | Item Price | Quantity | Total Price |
|---|---|---|---|
| Misc installation Materials<br>*Misc installation consumables* | $250.00 | 1 | $250.00 |
| Shipping 1002<br>*Shipping & Handling* | $175.00 | 1 | $175.00 |
| Installation:Vehicle Installation<br>*UP-Fit for Vehicle Installation* | $3,240.00 | 1 | $3,240.00 |
| IONR<br>*IONR - Red* | $120.15 | 5 | $600.75 |
| IONB<br>*IONR - Blue* | $120.15 | 5 | $600.75 |
| C-MD-112<br>*11" Slide Out Locking Swing Arm with Motion Adapter* | $284.25 | 1 | $284.25 |
| LPS-211<br>*Mounting Bracket for Power Supply* | $33.75 | 1 | $33.75 |

**Subtotal:** $9,795.65

**Sales Tax:** $526.40

**Total:** **$10,322.05**

Disclaimer:
This quote is for the named party only and not for distribution. It is a standard quote provided without prior coverage testing. Airwave Communications reserves the right to charge for time and effort in gathering this information if intended for RFP, RFQ, or similar purposes. We are not responsible for equipment failures due to testing, programming, or rebooting resulting from age, wear, tear, or factors beyond our control. Additional charges apply for delays that cause stand-by time during the job. Monitoring provides a snapshot of frequency noise at the time of testing and does not guarantee protection from future interference. Additional parts and work outside the Schedule of Work will be billed at time and material rates. The seller reserves the right to make design improvements to goods without notice. Airwave reserves the right to correct any errors in prices or quantities for products or services. All work is scheduled during regular business hours and requires uninterrupted site access. This proposal does not include ongoing monitoring, maintenance services, spare equipment, or third-party system integrations unless otherwise noted. Prevailing wage is assumed not required. Prevailing wage rates and certified payroll reporting are excluded unless explicitly included in the quoted scope. Delays in radio unit availability on programming day may result in extra charges.

Payment Terms:
Payment is due in full per the agreed net terms from the invoice date. For sales over ten thousand dollars, 30% is due at PO issuance, 30% upon receipt of equipment or parts at our facility, and the remaining balance upon delivery or pickup. Any changes to these terms must be made in writing. Invoices not paid within the agreed net terms will incur a charge of 0.833 percent per month (ten percent annually) after a 7-day grace period. Customers will be notified of late fees within ten business days. Payments apply first to late fees, then to principal. Late fee disputes must be submitted in writing within thirty days. Terms may change with thirty days notice. Invoices unpaid for over ninety days may be sent to collections, and customers will be responsible for all associated fees. These terms are governed by California law. A three-and-a-half percent service fee applies to credit card transactions.

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

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

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

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

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

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

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

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

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

AIRWAVE COMMUNICATIONS

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COMMERCE, CA 90040
(323) 725-0998

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

# Quote

**Estimate Date:** Dec-11-2025

**Estimate Number:** 2010458045

**Total Amount:** **$9,977.82**

**Payment Terms:**

**Sales Representative** Daniel Gutierrez

**Expiration Date** Jan-10-2026

**bill to:**

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

**Ship To:**

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

**Summary:**

**Estimate Date:** 12/11/2025
**Estimate Number:** 2010458045
**Estimate Amount:** **$9,977.82**
**Payment Terms:**

| Description<br>*Details* | Item Price | Quantity | Total Price |
|---|---|---|---|
| NOTES*<br>*2017 Unit 4: Vin -27001* | $0.00 | 1 | $0.00 |
| BB8DEDE<br>*Whelen 48" Libertyll Lightbar*<br>*Duo WCX*<br>*RW/BW/RA/BA* | $2,248.75 | 1 | $2,248.75 |
| MKAJ105<br>*ADJ LIGHTBAR MOUNT KIT #105*<br>**N/N Pricing; no MD applies* | $0.00 | 1 | $0.00 |
| C399<br>*CENCOM CORE WCX CONTROL CENTER; Amplifier Control Module, Flashing Outputs, Includes 3 WeCanX Ports, and Controls up to 99 Devices/Remote Modules, Control Heads Purchased Separately* | $1,131.25 | 1 | $1,131.25 |
| CCTL7<br>*WeCanX 21 BUTTON/SLIDE CTRL HD*<br>**N/N Pricing; no MD applies* | $0.00 | 1 | $0.00 |
| C399K4<br>*OBDII CANPORT CABLE KIT FORD* | $0.00 | 1 | $0.00 |
| SA315P<br>*Whelen SPEAKER, BLACK PLASTIC;Speaker, Nylon Composite* | $211.25 | 1 | $211.25 |
| SAK9<br>*Whelen Heavy-Duty Universal/Swivel Bail Type Mounting Bracket* | $0.00 | 1 | $0.00 |

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(760) 834-8967

# Quote

| | |
|---|---|
| **Estimate Date:** | Dec-11-2025 |
| **Estimate Number:** | 2010458045 |
| **Total Amount:** | **$9,977.82** |
| **Payment Terms:** | |
| **Sales Representative** | Daniel Gutierrez |
| **Expiration Date** | Jan-10-2026 |

**bill to:**

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Edward Rij
317 E Alpine St
Avenal, CA 93204

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**Summary:**

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|---|---|
| **Estimate Date:** | 12/11/2025 |
| **Estimate Number:** | 2010458045 |
| **Estimate Amount:** | **$9,977.82** |
| **Payment Terms:** | |

| Description<br>*Details* | Item Price | Quantity | Total Price |
|---|---|---|---|
| NUS-2X<br>*Nu-Tech Roof Entry Port* | $23.15 | 1 | $23.15 |
| Ch15.1.20<br>*15 Circuit wiring harness w/ WP quick disconnects, modular plug-in Smart Timer, 20 ft. wire outputs* | $540.00 | 1 | $540.00 |
| SI-240-T-IH<br>*Secure Idle Ford Utility/Sedan* | $198.75 | 1 | $198.75 |
| MMSU-1<br>*MAGNETIC MIC, Clip* | $31.25 | 3 | $93.75 |
| C-EB40-CCS-1P<br>*Havis Faceplate 1 Piece fits Whelen CenCom Controller* | $29.25 | 1 | $29.25 |
| C-FP-3<br>*Face Plate Blank 3"* | $12.00 | 1 | $12.00 |
| Misc Item<br>*NX-5000 Faceplate for Kenwood Radio, KCH20r control head* | $33.75 | 1 | $33.75 |
| C-FP-2<br>*HAVIS 2" Filler Plate* | $10.50 | 1 | $10.50 |
| C-MCB<br>*Mic Clip Bracket* | $15.00 | 3 | $45.00 |
| Misc Item<br>*Faceplate for Kenwood NX-5800BK Single Piece* | $33.75 | 1 | $33.75 |

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# Quote

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|---|---|
| **Estimate Date:** | Dec-11-2025 |
| **Estimate Number:** | 2010458045 |
| **Total Amount:** | **$9,977.82** |
| **Payment Terms:** | |
| **Sales Representative** | Daniel Gutierrez |
| **Expiration Date** | Jan-10-2026 |

**bill to:**

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

| Ship To: | Summary: | |
|---|---|---|
| Avenal Police Dept | **Estimate Date:** | 12/11/2025 |
| Edward Rij | **Estimate Number:** | 2010458045 |
| 317 E Alpine St | **Estimate Amount:** | **$9,977.82** |
| Avenal, CA 93204 | **Payment Terms:** | |

| Description<br>*Details* | Item Price | Quantity | Total Price |
|---|---|---|---|
| Misc installation Materials<br>*Misc installation consumables* | $250.00 | 1 | $250.00 |
| Shipping 1002<br>*Shipping & Handling* | $175.00 | 1 | $175.00 |
| Installation:Vehicle Installation<br>*UP-Fit for Vehicle Installation* | $3,240.00 | 1 | $3,240.00 |
| IONR<br>*IONR - Red* | $120.15 | 5 | $600.75 |
| IONB<br>*IONR - Blue* | $120.15 | 5 | $600.75 |

| | |
|---|---|
| **Subtotal:** | $9,477.65 |
| **Sales Tax:** | $500.17 |
| **Total:** | **$9,977.82** |

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

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

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

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

# Estimate

160 North Broadway
Fresno, CA 93701-1592

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

Customer No.: AVENALPD
Quote No.: 17729

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

Phone:
Email:

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

Phone:
Email:

| Date | Ship Via | F.O.B. | Terms |
|---|---|---|---|
| 12/09/25 | Customer Pick-Up | Origin | Net 30 |

| Purchase Order Number | Sales Person | Expiration Date |
|---|---|---|
| | David Burchfield | 01/08/26 |

| Quantity Required | Item Number | Description | Unit Price | Amount |
|---|---|---|---|---|
| | | 4- KENWOOD NX-5800s<br>and<br>4 DOCKING STATIONS | | |
| 4 | NX-5800BK | Kenwood 50 watt, 1024CH<br>450-520MHz, RF Deck<br>3 Year Warranty | 669.00 | 2676.00 |
| 4 | KWD-5100CV | Kenwood P25 Conventional<br>License Key | 545.00 | 2180.00 |
| 4 | 5AFM | Kenwood NX-5000 Series<br>Single Deck, Single Control<br>Head Remote Mount | 878.00 | 3512.00 |
| 4 | LABHRPROG | Programming Fee<br>includes set-up | 25.00 | 100.00 |
| 4 | DS-DELL-433 | Havis Ccradle for Dell Pro<br>Rugged 13 & 14" 5430, 7330,<br>5420, 5424, & 7424 NoteBooks | 442.00 | 1768.00 |
| 4 | 120N-A01-T01-1 | Havis 120watt DC Power<br>Supply. Fits Dell Compatible<br>Dockw. Straight Threaded<br>Connector | 226.00 | 904.00 |

| | |
|---|---|
| Subtotal | 11140.00 |
| Freight charges | 185.00 |
| Sales tax @ 8.35000% | 921.84 |
| Total | 12246.84 |

We appreciate your continued patronage

Thank You

# Estimate

160 North Broadway
Fresno, CA 93701-1592

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

Customer No.: AVENALPD
Quote No.: 17738

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

Phone:
Email:

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

Phone:
Email:

| Date | Ship Via | F.O.B. | Terms |
|---|---|---|---|
| 12/10/25 | Customer Pick-Up | Origin | Net 30 |

| Purchase Order Number | Sales Person | Expiration Date |
|---|---|---|
| | David Burchfield | 01/09/26 |

| Quantity Required | Item Number | Description | Unit Price | Amount |
|---|---|---|---|---|
| 6 | ROOF-FT-NITI | Stico Flexi-Whip Antenna 136mhz-1ghz. Includes coax & RFU505ST | 104.00 | 624.00 |

| | |
|---|---|
| Subtotal | 624.00 |
| Sales tax @ 8.35000% | 52.10 |
| Total | 676.10 |

We appreciate your continued patronage

Thank You

# Cart (1 item)

Remove All Items | My Saved Items

| Items | Quantity | Price |
|---|---|---|



Dell Pro Rugged 13 Laptop

1

**$4,456.67**

Save for later

**View Details**

**Hardware**

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

**Earn Dell Rewards**

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

Sign In Or Create account

Coupon

Enter code | Apply Coupon

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

Checkout

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

Pay with PayPal

Buy with G Pay

View Details

**Hardware**

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

**CITY OF AVENAL**
***"Pistachio Capital of the World®"***
**SPECIAL CITY COUNCIL MEETING**
**January 21, 2026 , 12:00 P.M.**
**AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA**

# MINUTES

## CALL TO ORDER & PLEDGE OF ALLEGIANCE: by Mayor Preciado at 12:16 P.M.

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

**ABSENT:** None.

**STAFF:** Price, Curiel, Ortiz, Bermudez, López.

**LEGAL COUNSEL:** Moses Diaz (via Zoom).

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

**Council Member/Successor Agency Member Preciado motioned to move Closed Session before New Business. The motion was seconded by Council Member/Successor Agency Member Gamez and motion carried.**

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

## PUBLIC COMMENT/ANNOUNCEMENTS & UNSCHEDULED APPEARANCES:

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

**Dalilah Barajas, Avenal resident,** addressed ongoing concerns regarding alleged Brown Act violations. She referenced the District Attorney's lawsuit and stated there was an additional violation at the January 8 meeting involving Kings County Registrar of Voters Lupe Villa. She alleged that during Mr. Villa's public comment, City Council interrupted his time with combative questions, placing a member of the public in a vulnerable position and undermining the purpose of public comment. She asked City Council whether they are prepared in the event the civil lawsuit becomes a criminal matter.

**Ginger Wallis, Avenal resident**, raised concerns regarding a social media post made by Mayor Preciado on Facebook, stating that family members of Kings County Fire were involved in the recall. Wallis stated that this claim is false.

**Maria "Angie" Ortiz, City Clerk**, read a declaration statement into the record regarding recall election matters, in an effort to correct a previously signed declaration. Legal Counsel Moses asked the City Clerk to confirm that he did not ask her to prepare the declaration, which she confirmed. He also asked whether anyone else urged her to prepare it; she responded no. Legal Counsel then asked if she was aware of any ordinance authorizing the County to conduct election-related activities on behalf of the City. The City Clerk stated that such matters are typically approved by City Council through a resolution but alleged that all Kings County City Clerks were in agreement that the County would handle election-related matters for consistency purposes. Legal Counsel asked who made the agreement, and the City Clerk stated it was a verbal agreement among City Clerks. When asked if she was included, she responded yes. Legal Counsel asked when the agreement occurred; the City Clerk stated it was in 2024 but was unsure of the month. When asked if the agreement occurred during a sit-down meeting, she responded no and reiterated it was verbal. Legal Counsel asked whether the agreement was ever brought back to City Council for approval or ratification. The City Clerk responded that former City Manager Melissa Whitten was aware of the agreement and that there was consensus at that time. Legal Counsel requested clarification on the date, noting Melissa was not with the City in 2024. The City Clerk then corrected herself, stating it was not in 2024 and acknowledged that she did not bring the discussion to current City Manager Antony López. City Manager López stated he was aware of the discussion but was not part of the meeting and is not aware of any written agreement. Legal Counsel asked the City Clerk if she personally made the agreement, and she reiterated that all City Clerks were in consensus that the County would handle election matters for consistency purposes. Legal Counsel asked whether the agreement was ever formalized, to which the City Clerk responded no. When asked who was present, she stated all Kings County City Clerks were present but could not recall specific names. Legal Counsel asked whether a confirming letter was ever sent; the City Clerk could not recall. Legal Counsel stated that it appeared to be an informal consensus that was never brought before a governing body. The City Clerk stated that Mr. Villa was present at the meeting. Legal Counsel asked whether Mr. Villa ever sent a confirming letter; the City Clerk responded no but stated they proceeded under that understanding for the November 5, 2025 election. Legal Counsel asked whether there were additional terms or a sunset date for the agreement. The City Clerk stated there was no timeline.

**Teresa Piere, Avenal resident,** stated that she spoke with the City's Legal Counsel at the prior meeting and asked who he worked for. She stated that Legal Counsel said he takes direction from the majority of the Council and that it now appears the City is initiating lawsuits against County officials. She questioned why procedures were followed a certain way initially and why the City is now claiming those procedures were incorrect. She also stated that City Manager López is using City Council for his own personal gain.

**Public comment was closed by Mayor Preciado and City Council went into Closed Session at 12:38 P.M.**

## CLOSED SESSION: (City/Successor Agency):

*It is the intent of this governing body to meet in closed session to review its position and to instruct its designated representatives:*

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

**City Council returned from Closed Session at 1:30 P.M. with nothing to report.**

**NEW BUSINESS**:

A. Consideration of Request by the Kings County Registrar of Voters (ROV) for Recall Election (Discussion/Action).

City Manager, Antony López, presented report as submitted.

**ADJOURNMENT:**

**City Council meeting was adjourned by Mayor Preciado at 1:36 P.M.**

**/s/ Karla Curiel**
Karla Curiel, Deputy City Clerk

**CITY OF AVENAL**
**DECLARATION OF MARIA ORTIZ**
**UNDER PENALTY OF PERJURY**

I, Maria Ortiz, declare as follows:

1. I am the Official Elections Officer for the City of Avenal. I have personal knowledge of the matters stated herein and, if called upon, could and would competently testify to the facts set forth in this declaration.
2. This declaration is submitted for inclusion in the official record to clarify an inaccuracy contained in the materials prepared for the January 21, 2026, Special Meeting.
3. The meeting materials state that Mrs. Dalila Barajas never approached or came to City Hall to speak with me regarding a recall process. That statement is incorrect.
4. On **June 12, 2025**, following the conclusion of the City Council meeting that evening, Mrs. Dalila Barajas approached me and asked how to initiate a recall petition. Due to the late hour, I advised her to come to City Hall the following business day for further information.
5. On **June 13, 2025**, Mrs. Dalila Barajas came to City Hall and asked how to start a recall process and whether any paperwork needed to be filed with the City of Avenal.
6. I informed Mrs. Barajas that recall elections are not filed through the City of Avenal and that all recall and election-related matters are handled by the Kings County Elections Department.
7. I specifically directed Mrs. Barajas to the Kings County Elections Department located at the Government Center in Hanford and advised her to speak with Mr. Villa, Elections Supervisor, as that office is responsible for all election-related filings, including recall elections.
8. I asked Mrs. Barajas whom she intended to recall, and she stated that the recall involved City Council members.
9. I informed Mrs. Barajas that no paperwork was required to be started or filed at City Hall and reiterated that the City of Avenal does not process recall election filings.
10. Based on my professional knowledge and experience, city clerks and official elections officers within Kings County are in agreement that, for purposes of consistency and proper administration, the Kings County Elections Department conducts and processes all paperwork related to elections and recalls.
11. This declaration is made to ensure the official record accurately reflects the contact made by Mrs. Barajas, the information provided to her, and the established practice for handling election and recall matters within Kings County.

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

Executed on **January 21, 2026**, at Avenal, California.

Maria Ortiz,
City Clerk/Official Elections Officer
City of Avenal

**CITY OF AVENAL**
***"Pistachio Capital of the World®"***
**REGULAR CITY COUNCIL/SUCCESSOR AGENCY MEETING**
**January 22, 2026, 5:15 P.M.**
**AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA**

**Study Session:**4:30pm - Investments 101 Presentation/Discussion with Optimized Investment Partners, LLC
Due to technical difficulties, study session could not be held.

# MINUTES

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

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

***Mayor Preciado and Councilmember Verdugo participated 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***

**ABSENT:** None.

**STAFF:** Price, Curiel, Ortiz, Bermudez, Lara, López, Velasco

**LEGAL COUNSEL:** Moses Diaz.

***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.*

City Manager, Antony López, respectfully asked to move Item 8, Old Business, to after Item 10, Closed Session.

**Council Member/Successor Agency Member Gamez motioned to move Item 8 after Item 10. The motion was seconded by Council Member/Successor Agency Member Preciado and motion carried.**

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

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

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

City Manager Antony López presented certificates of appreciation to Avenal residents who volunteered with the Senior Nutrition Program and Food Distribution events.

**Antony V. López, City Manager**, read a statement into the record clarifying the City's recall process, as there has been confusion regarding the matter.

**Frank Lopez, Avenal resident,** shared information regarding a Rotary meeting for the planning of the Old Timers Day event. He discussed possible activities for the event, including a Huapango competition. He stated that the next Rotary meeting will be held on February 3 at 5:45 p.m. at the Museum and invited the community to attend. He also shared that they are seeking volunteers to assist with an arts corner for an upcoming car show event to be held at the new Community Center.

**Elizabeth Perez, Avenal resident**, stated that if City Council truly believes the community was misled into signing the recall petition, there should be no fear in allowing the recall process to continue. She requested that a date be set for the recall election and expressed trust in the voters of Avenal.

**Arnulfo Trejo, Huron resident**, along with volunteer Rosa Moreno, presented Certificates of Recognition to City Manager Antony López and Mayor Preciado for their donations toward a Christmas event.

**Robert Campos, Avenal resident and business owner**, shared a complaint regarding a sewer issue claim, stating he has been waiting for a response for two years. City Manager Antony López stated he would work on processing the claim.

**David Reynosa, Avenal resident and City Councilmember**, shared ideas on reimagining Kings Street and forming a committee for the effort. City Manager Antony López provided additional information on the concept and shared a flyer inviting community members to join the committee.

**Dalilah Barajas, Avenal resident**, stated she appreciated the acknowledgment in City Manager López's statement regarding the recall process. She agreed with another audience member that City Council should allow the recall election to proceed. She also stated that while the reimagining Kings Street committee is a good idea, the City should be more inclusive of community members.

## 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).

Councilmember Verdugo inquired on why the City is hiring another law firm. Legal Counsel stated it is because they specialize in litigation which the Council has approved and will be forthcoming.

**Council Member/Successor Agency Member Hernandez motioned to approve Consent Calendar. The motion was seconded by Council Member/Successor Agency Member Gamez and motion carried.**

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

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

A. Consider Appointment to the Planning Commission: Braulio Zarate (Discussion/Action).

City Manager, Antony López, shared report as submitted. Mayor Pro Tem Gamez, appointed Braulio Zarate as planning commissioner.

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

City Manager, Antony López, shared information regarding the purpose of moving LAIF funds to OIP and use of their services. He also shared there may be a possibility of reducing water rates pending revenue from OIP. Brittany Tram, OIP Marketing Director, shared report as submitted.

**Council Member/Successor Agency Member Preciado motioned to approve Resolution 2026-04 with pending amendments. The motion was seconded by Council Member/Successor Agency Member Reynosa and motion carried.**

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

## 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.

Anna Lara, PARCS Director, presented her report as submitted. Mayor Preciado suggested distributing a monthly community events flyer to the community. Councilmember Hernandez inquired about the dates the Mexican Consulate will be in town. Anna Lara responded that the dates are February 17–20 at the Avenal Theatre. Councilmember Reynosa asked whether the Kidz in the Kitchen activities are open to all ages. Anna Lara responded that the program is open to all ages and costs $2 per person.

## PUBLIC HEARING(s):

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

A. None

## NEW BUSINESS:

A. None.

**City Council went into closed session at 6:37 P.M.**

## 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**)

**City Council came out of Closed Session at 8:29 P.M. with nothing to report.**

**OLD BUSINESS**:

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

Legal Counsel, Moses Diaz, provided some information under the Brown Act which requires an oral report of a recommendation for final action on salaries or salary schedule compensations. He therefore added that the proposal before the Council is to increase the City Manager's compensation to $195,000 per year which is shown in the agenda packet. He also added that that is the recommendation and is not yet final and is subject to a majority vote of the Council.

**Council Member/Successor Agency Member Verdugo motioned table this Item until the end of 2026. The motion was seconded by Council Member/Successor Agency Member Reynosa and motion failed due to lack of majority.**

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

**Council Member/Successor Agency Member Preciado motioned to approve Resolution 2026-05. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.**

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

## CORRESPONDENCE/ANNOUNCEMENTS/CLOSING COMMENTS:

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

City Manager Antony López shared that a soft opening for the Community Center will be taking place soon. Councilmember Verdugo stated that he hopes the Community Center will be completed next month. He also shared that, through his participation in meetings, he has learned that other cities are experiencing significant issues as well. Mayor Preciado shared details regarding his meetings with government officials and discussed several projects he looks forward to bringing to the City.

## ADJOURNMENT:

**City Council meeting was adjourned by Mayor Preciado at 8:44 P.M.**

**/s/ Karla Curiel**
Karla Curiel, Deputy City Clerk

**AGENDA ITEM NO. 4. A**

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:** **Karla Curiel, Deputy City Clerk**

**DATE:** **February 12, 2026**

**RE:** **Consider Approving the Amended January 8th, 2026 Meeting Minutes**

## INFORMATION:

The January 8th, 2026 City Council meeting minutes are being amended due to a minor typographical error identified after approval. Specifically, Council Member Reynosa was inadvertently listed twice on the consent calendar section roll call from the January 8th meeting. No actions or outcomes of the meeting are affected by this correction. The amended minutes are being resubmitted for City Council re-approval to accurately reflect the official record.

## RECOMMENDATION:

Approve the amended January 8th, 2026 City Council meeting minutes to correct a minor typographical error in the consent calendar section roll call, reflecting Council Member Reynosa listed twice, and reaffirm the minutes as the official record of the meeting.

**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, 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

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:** **February 12, 2026**

**RE:** **Consider Approving Offering a Discount for Utility Customers who Participate in 2026 Community Climate Survey.**

## INFORMATION:

Last year, the City conducted a citywide Community Climate Survey over the course of approximately one month, which resulted in over 850 completed survey responses. The process generated a high level of participation and produced detailed, actionable feedback regarding customer satisfaction, service delivery, and areas for improvement—particularly related to the City's utility services.

Staff believes that the one-time utility bill discount offered in 2025 was a key factor in driving participation, significantly increasing response rates and helping ensure the survey reflected a broad cross-section of the community. The incentive helped reach residents who may not otherwise participate in surveys, strengthening the reliability and usefulness of the data collected.

Based on the success of last year's effort, staff recommends conducting the survey again in 2026 using a similar approach, including offering a one-time $10 utility bill discount to encourage participation. Repeating this process will allow the City to track trends over time, measure improvements, and continue making informed, data-driven decisions regarding the water enterprise system and overall customer service. We would hope to apply the discount in the May/June utility bill.

## FISCAL IMPACT:

There are approximately 2,000 residential utility customers in the City of Avenal. Staff hopes to again achieve at least a 40% response rate, meaning around 800 customers would participate. This would result in an estimated fiscal impact of $8,000, which will be absorbed by the Water Enterprise Fund. Given the survey's direct connection to customer satisfaction with water services, it is appropriate for this discount to be funded through the water enterprise account.

## RECOMMENDATION:

Staff recommends that the City Council approve the offering of a one-time $10 utility bill discount for residential customers who participate in the 2026 Community Climate Survey and authorize the City Manager to implement the program.

**BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL**

**IN THE MATTER OF:**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL, CALIFORNIA, APPROVING A ONE-TIME $10 UTILITY BILL DISCOUNT FOR RESIDENTIAL CUSTOMERS WHO COMPLETE THE 2026 AVENAL SPEAKS COMMUNITY CLIMATE SURVEY

**RESOLUTION 2026-___**

**WHEREAS**, the City of Avenal is conducting a Community Climate Survey, Avenal Speaks, to gather feedback on municipal water services; and

**WHEREAS**, to encourage participation, the City will provide a one-time $10 discount on the utility bill for residential customers who complete the survey; and

**WHEREAS**, the discount will be applied once per residential customer account upon proof of survey completion and included in the May or June 2026 utility bill; and

**WHEREAS**, the estimated fiscal impact of this program is estimated around $8,000, funded by the Water Enterprise Fund.

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 **FEBRUARY 12, 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. The City Council approves a one-time $10 utility bill discount for residential customers who complete the 2026 Avenal Speaks, Community Climate Survey.

3. The City Manager is authorized to implement and oversee the program.

4. The discount shall be applied only once per household during the May or June 2026 billing cycle.

5. Ordered relevant City staff to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

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

City of Avenal

# VOLUNTEER OPPORTUNITY

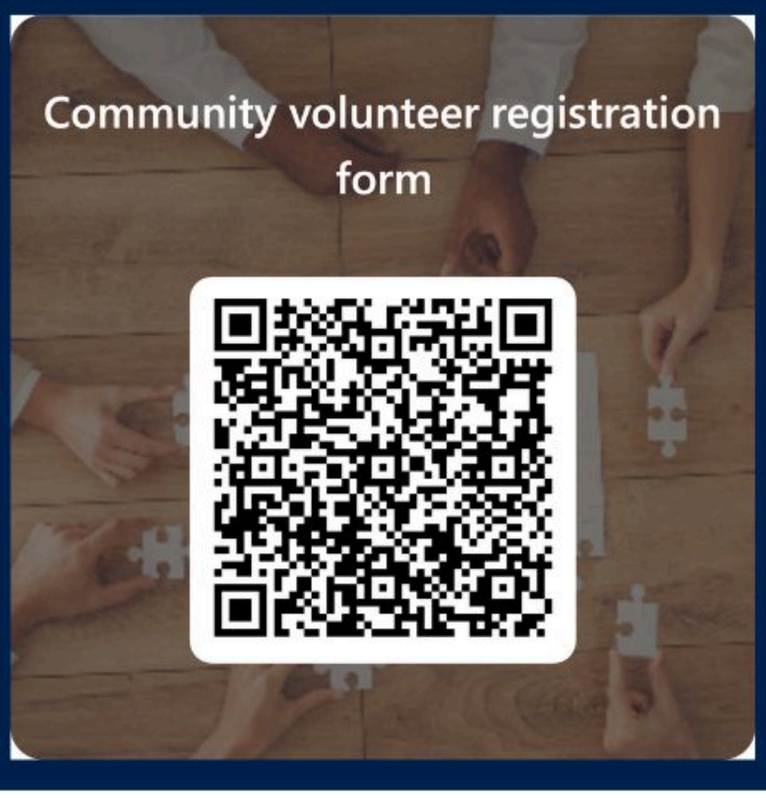
# COMMUNITY-WIDE SURVEY

Join us in shaping the future of Avenal!
Help improve city services and programs by volunteering for our community survey.



The City of Avenal needs YOUR help! We're conducting a citywide survey to gather feedback that will shape the future of our community, and we're looking for volunteers to help make it happen.
All it takes is a few hours of your time to go door-to-door distributing & conducting surveys to residents. This is your chance to give back and play a role in making Avenal an even better place to live. (Bilingual in Spanish Preferred)

**Sign-Up Using the QR Code Below:**




## ADVANTAGES:

- ✓ Community Service Hours
- ✓ Certificate of Recognition
- ✓ City of Avenal Swag
- ✓ Career Readiness Workshop

Get in touch with us
**559 401 5010**

## Contact Us:

kcuriel@cityofavenal.us

www.cityofavenal.com

# STAFF REPORT

**AGENDA ITEM:** **The City Council of the City Of Avenal accepting the construction of the Solar Photovoltaic Project at the WWTF and authorizing the City Manager to file a Notice Of Completion with the Kings County Recorder's Office**

**MEETING DATE:** **February 12, 2026**

**PREPARED BY:** **Alfonso Manrique, AM Consulting Engineers**

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**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to file and record a Notice of Completion with Kings County for the Solar Photovoltaic System Project at WWTF.

**DISCUSSION:**

The Solar Photovoltaic System Project consists of installing a solar power system at the City of Avenal's Wastewater Treatment Facility to decrease the electricity costs and maximize City resources.

The installation of the Project's scope of work has been completed per the plans and technical specifications prepared for the project, with modifications made through change orders. AM Consulting Engineers, Inc. attended a final walkthrough of the project site to verify that the project had been adequately completed.

Based on the findings during the final walkthrough, the Solar Photovoltaic System Project can be accepted and deemed complete.

**FISCAL IMPACT:**

There is no Fiscal Impact associated with filing the Notice of Completion.

**ATTACHMENTS:**

1. Resolution 2026-___ "RESOLUTION OF CITY COUNCIL OF THE CITY OF AVENAL ACCEPTING THE CONSTRUCTION OF THE SOLAR PHOTOVOLTAIC PROJECT AT THE WWTF AND AUTHORIZING THE DISTRICT MANAGER TO FILE A NOTICE OF COMPLETION WITH THE KINGS COUNTY RECORDER'S OFFICE"
2. Notice of Completion

# RESOLUTION NO. 2026-___

## RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL ACCEPTING THE CONSTRUCTION OF THE SOLAR PHOTOVOLTAIC PROJECT AT THE WWTF AND AUTHORIZING THE CITY MANAGER TO FILE A NOTICE OF COMPLETION WITH THE KINGS COUNTY RECORDER'S OFFICE

**WHEREAS,** the Solar Photovoltaic System Project at WWTF has been completed as per the plans and specifications; and

**WHEREAS,** there are no outstanding matters with the contractor; and

**WHEREAS**, on February 12, 2026, the City of Avenal held a public meeting, received a staff report, and accepted public comments.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Avenal hereby resolves as follows:

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. The City Council using their independent judgment, hereby accepts the subject project; and
3. The City Council hereby accepts the subject project for maintenance in accordance with the provisions of the contract and applicable policies; and
4. The City Council approves the Notice of Completion for the construction improvements for the Solar Photovoltaic System Project at WWTF and hereby authorizes the City Manager to transmit the attached Notice of Completion to the Kings County Recorder's Office; and
5. This Resolution shall take effect from and after the date of its adoption.

Passed and adopted this 12th day of February 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Alvaro Preciado, Mayor of the City of Avenal

ATTEST:

I hereby certify that the foregoing resolution was regularly introduced, passed and adopted at a Regular Meeting of the City Council of the City of Avenal this 12th day of February 2026.

_____

Maria Ortiz, City Clerk of the City of Avenal

**RECORDING REQUESTED BY:**
**AND FOR THE BENEFIT OF,**

City of Avenal
No Fee-Gov/t. Code Sections
6103 and 27383

**WHEN RECORDED, MAIL TO**:

City of Avenal
919 Skyline Rd,
Avenal, CA 93204

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is: **City of Avenal**
3. The full address of the owner is: **919 Skyline Rd, Avenal, CA 93204**
4. The nature of the interest or estate of the owner is: **In Fee**
5. A work of improvement on the property hereinafter described was completed on: **December 31, 2025**. The work done was: **Solar Photovoltaic System at Wastewater Treatment Facility**
6. The name of the contractor, if any, for such work of improvement was: **Kuykendall Solar Corp., 28420 Yosemite Springs Parkway Suite E, Coarsegold, CA, 93614**
7. The properties on which said work of improvements were completed are in the County of Tuolumne, State of California, and are described as follows: **The City of Avenal Wastewater Treatment Facility located on 100 Effluent Way in Avenal.**
8. The street addresses of said properties are: **100 Effluent Way, Avenal, CA 93204.**
9. Resolution No. 2026-___, Attached Hereto and Made a Part Hereof.

Dated: _____

_____
Antony López
City Manager

## VERIFICATION

I, the undersigned, say: I am the **Engineer for the City of Avenal**, the declarant of the foregoing notice of completion;

I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

_____
(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.)

Executed on December 31, 2025 (DATE), at Fresno, CA (LOCATION).

# DIGNITY ACT OF 2025 (H.R. 4393)

Congresswoman Maria Salazar (R-FL) and Congresswoman Veronica Escobar (D-TX) have introduced an immigration bill called the Dignity Act (H.R. 4393). It has been nearly 40 years since we have addressed unauthorized workers in many industries in our nation. This affects not only agricultural employees, but many others including those working in restaurants, construction, hotels, and other industries.

1. Apply in the United States for the Dignity Card here (do not have to leave). Removing the fear factor in the community. Includes all industries, individual businesses, and families.

2. Apply for a work authorization card (Dignity Card) which is a 7 year renewable card. Family members will also receive a card and protective status. At this time, the Dignity Act card will not be eligible for citizenship.

3. Upon receiving the Dignity Card, you will be able to travel outside of the United States of America.

4. Paying a restitution fee for being here undocumented (a reasonable penalty fee). Currently, the proposed fee is $1000 per year for seven years and it ends. In addition, there will be a 1% levy on gross income per year. This is not amnesty.

5. Dignity Act beneficiaries will continue to sustain our workforce in the United States of America, at the same time working on a sensible guest worker program.

# DIGNITY ACT OF 2025 (H.R. 4393)

Congresswoman Maria Salazar (R-FL) and Congresswoman Veronica Escobar (D-TX) have introduced an immigration bill called the Dignity Act (H.R. 4393). It has been nearly 40 years since we have addressed unauthorized workers in many industries in our nation. This affects not only agricultural employees, but many others including those working in restaurants, construction, hotels, and other industries.

6. Dreamers will have the opportunity to adjust to permanent residency. Under the Dignity Act, the Dream Act would grant DACA recipients' permanent legal status upon fulfilling certain requirements in a streamlined process.

7. The individuals will be able to purchase health care, for them and their families. That is part of the requirement.

8. After 3 years, all employers must transition to the E-Verify System. No exceptions.

9. Secures the U.S. Borders, Criminal Enforcement Removal, and Asylum Reform are to name a few aspects of the bill.

**Dignity Act Summary (H.R. 4393)**

***Dignity for the working families***

***Division A – Border Security for America***

As written, the Dignity Act of 2025 would provide additional funding for border security and ports of entry infrastructure. Mandatory E-Verify would also apply to all employers in the U.S. This would take place in a gradual phase in process.

The agricultural industry would have up to 30 months before implementing E-Verify, upon the enactment of the bill.

Asylum reform has been addressed under Title V of Division A.

***Division B – Dignity and American Dream***

Under the Dignity Act, the Dream Act would grant DACA recipients' permanent legal status upon fulfilling certain requirements in a streamlined process. DACA recipients had to be present in the country prior to June 15, 2007 and be under the age of 16. In addition, they had to be present in 2012 when the Executive Order was signed and be going to school.

Dreamers who entered the U.S. prior to January 1, 2021 and were 18 years of age or younger and have been continuously physically present may apply to a conditional permanent legal status.

Unauthorized workers may apply for the Dignity Card upon completing a biometric and biographic report along with an application. Individuals would apply here in the U.S. and do not have to leave the country. Costs for the program are as follows.

| | |
|---|---|
| **Restitution Payment:** | $7,000 for 7 years, one-time fee ($1,000 per year, per person) |
| **1 Percent Levy:** | 1 percent of gross wages income every year, per person<br>(Still being discussed) |
| **Social Security:** | Not paid by the employee, just the employer |
| **Application Fee:** | Biometrics, biographics, medical ($1,000+-) |

In addition to these fees, Dignity Act beneficiaries would be required to purchase health insurance and remain working in the industries for at least four years.

The Dignity Program would grant unauthorized individuals work authorization and the ability to travel abroad for seven years. Individuals must have been here in the U.S. prior to

2020 and have been working for five years. After seven years these workers can renew for another seven years as well as petition for other legal status.

Dignity Act card holders would not be eligible for citizenship at this time and federal benefits. (Still being discussed)

The Dignity Act must also address retired workers and those getting ready to retire. These workers have paid into Social Security for more than 30 years (for example) as well as the employers have contributed. Those people deserve some type of benefit, as well as how do they fit into the program.

***Division C – American Prosperity and Competitiveness***

The Dignity Act of 2025 would also address immigration backlogs as well as reform employment based visas and student visas.

We will work on developing a guest worker visa program for industries such as agriculture, construction, manufacturing, hotels, restaurants to name a few. This guest worker program must operate effectively and be cost effective. Secondly is that this is going to be strictly a guest worker program that will not allow anyone to proceed to legal status. This will require that businesses are involved in developing this guest worker visa along with Congress.

We are discussing safeguards throughout various parts of the program against bad behavior by groups or individuals.

**BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL**

**IN THE MATTER OF:**
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL, EXPRESSING SUPPORT FOR THE DIGNIDAD (DIGNITY) ACT, H.R. 4393**

**RESOLUTION 2026-____**

**WHEREAS,** the City of Avenal is a diverse and predominantly immigrant community whose residents contribute significantly to the local economy, agricultural industry, workforce, and civic life; and

**WHEREAS,** the federal immigration system is widely recognized as outdated and in need of comprehensive reform that balances border security, humanitarian responsibility, and economic stability; and

**WHEREAS,** H.R. 4393, known as the Dignidad (Dignity) Act, proposes a bipartisan framework that seeks to strengthen border security, modernize immigration processes, and provide structured, lawful pathways for long-term undocumented residents to live and work legally in the United States; and

**WHEREAS,** the Dignity Act establishes a temporary legal status program that includes background checks, employment requirements, restitution payments, and compliance with U.S. laws, while not granting automatic citizenship; and

**WHEREAS,** the Act proposes reforms to reduce longstanding visa backlogs, protect family unity, and improve efficiency in legal immigration and asylum processing; and

**WHEREAS,** the Act directs participant fees toward workforce development, apprenticeships, and job training programs that benefit U.S. workers and strengthen the national and local economy; and

**WHEREAS,** communities such as Avenal are directly impacted by federal immigration policy, and local governments have a vested interest in reforms that promote public safety, economic stability, and dignity for families and workers; and

**WHEREAS,** the City Council of the City of Avenal supports balanced federal immigration solutions that uphold the rule of law while recognizing the contributions of immigrant communities;

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 **February 12, 2026,** BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
ALVARO PRECIADO, Mayor
CITY OF AVENAL

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

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

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

1. Found that the foregoing recitals are true;

2. Express its formal support for H.R. 4393, the Dignidad (Dignity) Act, as a balanced and structured approach to federal immigration reform.

3. Direct the City Clerk to transmit a copy of this Resolution to the City's federal legislative representatives, including the City's Congressional delegation, and to such other officials as deemed appropriate.

4. Authorized the City Manager, City Clerk and all 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.

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

# City of Avenal

**TO:** **Honorable Mayor & City Council**

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

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

**DATE:** **February 9, 2026**

**RE:** **Public Works Monthly Report January 2026**

**INFORMATION:**

**7300 CODE ENFORCEMENT:**
The Code Enforcement Department has started sending weed abatement notices as well as courtesy calls to property owners. Illegal Venders has slowed down and graffiti has decreased. Lupe works flex hours to address any problems.

**SEE ATTACHED REPORT.**

**8100 PARKS & LANDSCAPE:**
Staff continues to maintain Rice Park, landscaped areas on Skyline, Neighborhood Park, Skate Park, Ken Brown Public Safety Center, Elliott Park and the new Kids Park. Staff is keeping up on weed control with spraying and cutting but it has been challenging.

**9000 ANIMAL CONTROL DEPARTMENT:**
Staff continues to maintain the Animal Shelter. We are still having good numbers with the spay/neuter program with 10 for the public and 12 for the shelter Nov. Dec. combined. Rescue numbers were great in January with 62. Staff is patrolling more and working on educating pet owners to be more responsible.

**SEE ATTACHED REPORTS.**

**13000 STREETS:**
Staff maintains city streets, signs, flags, and banners. Staff continues patching in town and on Plymouth Ave. as we have time. We will be working with the City Engineer on upcoming project for the year.

**14100 WATER DISTRIBUTION:**
Staff continues to repair and maintain the distribution system within the City. January was quiet with no leaks on the main transmission lines. We are replacing meters as they stop working and we are working with the City Engineer for grants to replace all meters with new technology.

**15000 WASTEWATER COLLECTIONS:**
Staff continues to report monthly to Regional Water Quality Control Board regarding overflows. There were Seven (7) calls for sewer plugs. We will be working on an education program for the community regarding things not to flush or poor in the drain. Staff continues the enzyme treatment for grease.

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

# Monthly Report
# January 2026

## Vehicle Abatements

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

## Property Abetments

| | |
|---|---|
| Mailed Abetments | 11 |
| Courtesy Verbal Abetments | 18 |
| Courtesy Door Hangers | 19 |
| Abetments Completed | 39 |
| Pending | 09 |

## Miscellaneous Complaints

| | |
|---|---|
| Illegal Business/Expired License | 01 |
| Stop Work/No Permit | 02 |
| Illegal Occupancy | 02 |
| Illegal Venders | 01 |
| Complaints Received | 02 |
| *Phone | 00 |
| *Walk In | 00 |
| Miscellaneous Inspections | 35 |
| Miscellaneous Meetings | 04 |
| Recycling Control | 01 |
| Graffiti Control | 01 |
| Water Waste Control (verbal and/or citations) | 01 |
| Weed Abatement (properties posted for cleanup) | 00 |
| Weed Abatement (completed) | 00 |
| Illegal Yard Sales/No Permits | 00 |

Notes: **We are still flexing hours vendors did slow down this month along with graffiti. We have also started working on weed abetments. We are starting with the empty lots but for most part people are cutting weeds without notice.**

Avenal Animal Shelter January 2026 Monthly report

Spay/Neuter Residents 10 pets

TNR-6

Spay Neuter Shelter-12

This month has been a great month for the shelter; we managed to rescue quite a lot of dogs and cats. Rescuers helped with rescuing larger dogs this month.

We are patrolling more. I want to use this opportunity to tell the residents we are trying to pick stray dogs that are running at large. For dog owners please assist us in maintaining your pets secure at home.

Owned pets that were running at large were high this month, we need to bring it down.

Rescues are still helping this month we are working hard to get these animals rescued and out of the shelter.

We still have money for spay and neuter if you need information, please call the shelter at 559-633-3115.

# City Of Corcoran
# Animal Control Activity Report

To: Scott Davis, Public Works Director
From: Raul Valadez, Animal Control Department
For: January 1 , 2026 to January 31, 2026

***Animal Control Activity Report***

| | | |
|---|---|---|
| Total Entries | | 49 |
| | RETURNED TO OWNER | 1 |
| | ADOPTED | 0 |
| | DIED IN SHELTER | 0 |
| | EUTHANIZED | 0 |
| | ESCAPED FROM SHELTER | 0 |
| | REMAINING IN SHELTER | 23 |
| | DOGS RESCUED | 25 |
| | **Brought in to the shelter for the month of January** | **20** |
| DOG BITE(S) | | 2 |
| | CITATIONS | 0 |
| | | |
| CATS DETAINED | | 0 |
| | EUTHANIZED | 0 |
| | RESCUED | 0 |
| | REDEEMED | 0 |
| | ADPOTDED | 0 |
| | | |
| Roosters/Chickens/Owls/Turtles, etc. | | 0 |
| | | |
| Deceased Animals | | |
| | Dogs | 9 |
| | Cats | 7 |
| | Other Animals Deceased | 0 |

# City Of Avenal
# Animal Control Activity Report

To: Scott Davis, Public Works Director
From: Raul Valadez, Animal Control Department
For: January 1 , 2026 to January 31, 2026

***Animal Control Activity Report***

| | | |
|---|---|---|
| Total | Entries | 56 |
| | RETURNED TO OWNER | 1 |
| | ADOPTED | 0 |
| | DIED IN SHELTER | 0 |
| | EUTHANIZED | 2 |
| | ESCAPED FROM SHELTER | 0 |
| | REMAINING IN SHELTER | 28 |
| | DOGS RESCUED | 25 |
| | **Brought in to the shelter for the month of January** | **21** |
| DOG BITE(S) | | 1 |
| | CITATIONS | 0 |
| | COMPLAINTS | 10 |
| | DOOR HANGERS | 5 |
| CATS DETAINED | | 1 |
| | EUTHANIZED | 0 |
| | RESCUED | 7 |
| | REDEEMED | 0 |
| | ADPOTDED | 1 |
| Roosters/Chickens/Owls/Turtles, etc. | | 0 |
| Deceased Animals | | |
| | Dogs | 5 |
| | Cats | 4 |
| | Other Animals Deceased | 0 |

# City Of Lemoore
# Animal Control Activity Report

To: Scott Davis, Public Works Director
From: Raul Valadez, Animal Control Department
For: January 1 , 2026 to January 31, 2026

***Animal Control Activity Report***

| | | |
|---|---|---|
| Total Entries | | 18 |
| | RETURNED TO OWNER | 0 |
| | ADOPTED | 0 |
| | DIED IN SHELTER | 0 |
| | EUTHANIZED | 0 |
| | ESCAPED FROM SHELTER | 0 |
| | REMAINING IN SHELTER | 6 |
| | DOGS RESCUED | 12 |
| | **Brought in to the shelter for the month of January** | **4** |
| DOG BITE(S) | | 0 |
| | CITATIONS | 0 |

| | | |
|---|---|---|
| CATS DETAINED | | 0 |
| | EUTHANIZED | 0 |
| | RESCUED | 1 |
| | REDEEMED | 2 |
| | ADPOTDED | 0 |

| | |
|---|---|
| Roosters/Chickens/Owls/Turtles, etc. | 1 |

| | | |
|---|---|---|
| Deceased Animals | | |
| | Dogs | 3 |
| | Cats | 16 |
| | Other Animals Deceased | 0 |

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

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

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

**DATE:** **February 9th, 2026**

**RE:** **Information Technology Monthly Report January 2025**

## CURRENT PROJECTS:

### Internet:

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

**Communications**:

-Ooma AirDial Demo was a success. Staff has decided to move forward with their service and have begun the porting process to retrieve the Police Department's public facing fax number.
-Staff begins deployment of mobile handheld devices as per the 2025 APOA negotiations.

**Services**:

-Staff continues to work with Canonical to prepare for 2 year in-place server software upgrade.
-Staff continues rolling out internal services for tracking and utility, in attempt to continue bringing more cloud services on-premises.
-Staff continues performing regular security maintenance and documentation reporting.

**Other**:

-Staff prepares game consoles for PARCS's Monday and Friday free play sessions at the Veteran's Hall.
-Continuing to maintain and report digital signage for RSUSD and KCBH.
-Continues to maintain the city website and provide tech support, and guidance across all facilities.

THE SENTINEL

***PROOF OF PUBLICATION***

The Sentinel
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billing@hanfordsentinel.com

Maria Ortiz
919 Skyline Blvd.
AVENAL CA 93204

ORDER NUMBER 553495
Publication- The Hanford Sentinel

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Hanford Sentinel, a newspaper printed and published in the City of Hanford, County of Kings, State of California, and which newspaper has been adjudged a newspaper of general circulation by the superior court of the County of Kings, State of California, under the date of October 23, 1951, case number 11623.
That I know from my own personal knowledge the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspapers and not in any supplement thereof on the following dates, to wit:

Section: Legals
Category: 201 Public Notices
PUBLISHED ON:
Jan. 28, 2026

TOTAL AD COST: 217.25
FILED ON: 1/28/2026

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Anjana Bhadoriya

(Signed)_____

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

**VERIFICATION**

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 01/29/2026

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

Notice of Public Meeting on the Status of CDBG Funded Activities NOTICE IS HEREBY GIVEN that the City of Avenal will hold a public hearing on February 12, 2026, at 5:15 pm or as soon thereafter as possible at the Avenal Council Chambers, 233 E Kings St., Avenal, CA 93204. The purpose of the hearing will be to discuss the 21-CDBG-HA-00010/00011 Grant closeout. The project is being funded through a Community Development Block Grant provided by the California Housing and Community Development Authority. The following information related to the project is available at 919 Skyline Blvd., Avenal, CA 93204 between the hours of 8:00 am - 4:00 pm on Monday - Friday or by emailing the contact listed below: A. Project progress/status of completion and expected timeframe to completion B. Results to date and projected totals, such as number of beneficiaries assisted, housing units completed, portion of project in service, or persons served. C. Funds expended, balance of funds available, and budget expectations to completion.
All persons interested in the status of funding or the progress of the project are welcome to attend this meeting. Written comments can be directed to the City of Avenal, at 919 Skyline Blvd., Avenal, CA 93204, or you may contact Maria Ortiz by telephone or email at (559) 401-9879 ext. 3, cityclerk@cityofavenal.gov no later than 5:00pm on January 22, 2026, to ensure placement in the official record of the hearing. The City of Avenal does not discriminate based on race, color, national origin, sex, sexual orientation, gender identify, age, religion or disability. If you require specific accommodation to participate in the public hearing, please contact Maria Ortiz at least 2 days prior to the scheduled hearing.

Aviso de reunión pública sobre el estado de las actividades financiadas por CDBG AVISO POR LA PRESENTE se informa que la Ciudad de Avenal llevará a cabo una audiencia pública el 12 de febrero de 2026 a las 5:15 p. m., o tan pronto como sea posible después de esa hora, en la Sala del Concejo de Avenal, ubicada en 233 E. Kings St., Avenal, CA 93204. El propósito de la audiencia será discutir el cierre de la Subvención 21-CDBG-HA-00010/00011. El proyecto está siendo financiado mediante una Subvención en Bloque para el Desarrollo Comunitario (CDBG, por sus siglas en inglés) proporcionada por el Departamento de Vivienda y Desarrollo Comunitario de California. La siguiente información relacionada con el proyecto está disponible en 919 Skyline Blvd., Avenal, CA 93204 entre las horas de 8:00 a. m. y 4:00 p. m. de lunes a viernes o mediante el envío de un correo electrónico al contacto que se indica a continuA. Avances del proyecto/estado de finalización y tiempo estimado para la conclusión. B. Resultados a la fecha y totales proyectados, tales como número de beneficiarios asistidos, unidades de vivienda terminadas, parte del proyecto en funcionamiento o personas atendidas. C. Fondos gastados,

saldo de fondos disponibles y expectativas presupuestarias hasta la finalización.Todas las personas interesadas en el estado del financiamiento o en el progreso del proyecto son bienvenidas a asistir a esta reunión. Los comentarios por escrito pueden dirigirse a la Ciudad de Avenal, 919 Skyline Blvd., Avenal, CA 93204, o puede comunicarse con Maria Ortiz por teléfono o correo electrónico al (559) 401-9879,

cityclerk@cityofavenal.gov a más tardar a las 5:00 p. m. del 21 de enero de 2026, para garantizar su inclusión en el registro oficial de la audiencia. La Ciudad de Avenal no discrimina por motivos de raza, color, origen nacional, sexo, orientación sexual, identidad de género, edad, religión o discapacidad. Si usted requiere adaptaciones específicas para participar en la audiencia pública, comuníquese con Maria Ortiz por lo menos 2 días antes de la audiencia programada.
Publish: January 28, 2026

Ad# 553495

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204
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**TO:** THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM:** ANTONY LOPEZ, CITY MANAGER, CITY OF AVENAL

**DATE:** February 8, 2026

**SUBJECT:** PUBLIC HEARING FOR THE CLOSE-OUT OF THE 21-CDBG-HA-00010 HOMEBUYER ASSISTANCE and 21-CDBG-HA-00011 OWNER OCCUPIED REHABILITATION PROGRAMS

## RECOMMENDATION

That Council accepts and approves the close-out report on the 2021-CDBG Homebuyer and Owner-Occupied Rehabilitation (21-CDBG-000010 and 21-CDBG-HA-00011) Programs.

## BACKGROUND

The City was awarded $1,000,000 in CDBG funding in October 2022 in response to the 2021 CDBG NOFA application. Program clearance was received on November 14, 2022, to begin accepting applications and providing services.

The Homebuyer Program provided secondary financing for income-qualified households in purchasing a home. The program provided deferred, no-interest loans to Low-Moderate Income (LMI) clients for maximum assistance of $320,000 per household. Payments could be made anytime, but full loan repayment is not due until 30 years from date of loan approval.

Four participants received loans during the grant term. Loans were provided as follows:

| Loan # | Amount | Description of Project |
|---|---|---|
| 1 | $64,139 | Homebuyer Loan |
| 2 | $33,026.85 | Homebuyer Loan |
| 3 | $62,000 | Homebuyer Loan |
| 4 | $161,500 | Homebuyer Loan |
| 5 | $52,650.61 | Homebuyer Loan |
| 6 | $17,240.86 | Homebuyer Loan |
| TOTAL | $390,557.32 | |

| | Budget | Total Expenses | Disencumbered Funds |
|---|---|---|---|
| Total Admin (Homebuyer): | $35,000 | $21,914.78 | $13,585.22 |
| Total Homebuyer Loans: | $465,000 | $428,240.05* | $36,259.95 |
| Total Award: | $500,000 | $450,154.83 | $49,845.17 |

*Includes activity delivery cost plus homebuyer loan

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The grant expired on October 17, 2025 - upon approval, the City's grant administrator Self-Help Enterprises will submit the final closeout documents to CA Department of Housing and Community Development (HCD). The City will disencumber the remaining funds of $49,845.17 (Remaining funds were committed to an applicant late in the grant term who then became ineligible for the program).

The Owner-Occupied Rehabilitation Program provided secondary financing for income-qualified households in purchasing a home. The program provided deferred, no-interest loans to Low-Moderate Income (LMI) clients for maximum assistance of $320,000 per household. Payments could be made anytime, but full loan repayment is not due until 30 years from date of loan approval.

Four participants received loans during the grant term. Loans were provided as follows:

| Loan # | Amount | Description of Project |
|---|---|---|
| 1 | $84,050.70 | Rehabilitation Loan |
| TOTAL | $84,050.70 | |

| | Budget | Total Expenses | Disencumbered Funds |
|---|---|---|---|
| Total Admin (Rehabilitation): | $37,500 | $19,922.51 | $17,577.49 |
| Total Rehabilitation Loans: | $462,500 | $107,521.18* | $354,978.82 |
| Total Award: | $500,000 | $127,443.69 | $372,556.31 |

*Includes activity delivery cost plus rehabilitation loan

The grant expired on November 16, 2025 - upon approval, the City's grant administrator Self-Help Enterprises will submit the final closeout documents to CA Department of Housing and Community Development (HCD). The City will disencumber the remaining funds of $372,556.31 (Remaining funds were committed to an applicant late in the grant term who then became ineligible for the program).

**DISCUSSION**
The 21-CDBG-HA-000010/21-CDBG-HA-000011 grant will be closed out with HCD.

**FISCAL IMPACT:**
No fiscal impact

**ATTACHMENTS**
None

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766
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**TO:** **The Honorable Mayor and City Council**

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

**DATE:** **February 12, 2026**

**RE:** **Consider Amending the IT Manager/Communications Coordinator Job Description**

## INFORMATION:

The IT Manager / Communications Coordinator position has been vacant since October 2025. During this period, staff intentionally delayed advertising the position while several operational items were finalized, including adjustments to work schedules to incorporate Avenal Police Department (APD) coverage, as well as the assignment of additional special projects that impact day-to-day IT support and communications functions.

Since that time, the City's IT Director has had the opportunity to further assess the City's operational needs, systems environment, and daily technical demands. Based on this assessment, staff determined that it is appropriate to clarify baseline technical qualifications for the position by requiring CompTIA A+ certification, either at the time of appointment or within six (6) months of hire.

This certification requirement is not intended to be burdensome, but rather to establish a consistent technical foundation for the work performed on a daily basis and to ensure competency in core IT support, troubleshooting, and systems management. The attached job description highlights this additional requirement. No other changes to duties, compensation, or classification are proposed.

## RECOMMENDATION:

By Resolution, approve the minor update to the IT Manager / Communications Coordinator job description to include a CompTIA A+ certification requirement.

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

# INFORMATION TECHNOLOGY MANAGER/COMMUNICATIONS COORDINATOR

**SALARY RANGE: E**

**REPORTS TO: IT Director and City Manager**

## DEFINITION:

This full-time position is responsible for managing all aspects of the design, implementation, and maintenance of organization-wide networking and information systems while also serving as the point person for community communications. The IT Manager/Communications Coordinator will oversee all city IT systems and ensure that communications are consistent across social media platforms, websites, and public relations efforts, in coordination with the City Manager and IT Director.

## POSITION CHARACTERISTICS:

The IT Manager/Communications Coordinator is an assistant role that requires balancing technical IT management with strategic communications responsibilities. Reporting to the IT Director and City Manager, this position oversees the city's IT systems and ensures the effective coordination of all internal and external communications. The role requires strong leadership skills to manage IT staff, execute planned IT projects, and develop communication strategies. Additionally, the position assist in the implementation and management of AI-driven tools and technologies for city departments, ensuring that AI systems align with organizational goals and enhance operational efficiency. Lastly, involves collaboration with multiple departments to ensure cohesive messaging and technology solutions that align with the city's goals and public image.

## DUTIES & RESPONSIBILITIES

The following tasks are typical for positions in this classification. Anyone in this position may not perform all of these tasks and/or may perform similar related tasks not listed here:

- Lead IT projects, including the deployment of new systems and services across city departments.
- Manage and maintain all networking, communication, and IT infrastructure for citywide operations.
- Coordinate all city social media outlets, including scheduling posts, managing content, and responding to community inquiries.
- Serve as the spokesperson at public events and handle communication with community members.
- Record and share city events through media outlets, social media channels, and the city website.
- Work with the IT Director and City Manager to create a unified communications strategy, ensuring consistent messaging across departments.
- Support the Police Department and Community Activities Department with content creation, ensuring alignment with the overall city communications strategy.
- Design flyers, graphics, and digital content that reflect the city's image, ensuring alignment with a holistic approach.
- Troubleshoot IT issues for city departments and manage software and hardware solutions.
- Assist in content creation for special projects and events, ensuring a cohesive visual and message theme across all platforms.
- Develop and manage the city's IT budget in coordination with the IT Director.
- Perform other duties as assigned or necessary to maintain the city's IT and communications infrastructure.
- Help develop and enforce citywide AI usage policies, including data privacy, security, and ethical guidelines in collaboration with the IT Director.
- Oversee the integration of Artificial Intelligence (AI) in communication platforms, such as automated social media scheduling, content recommendations, and chatbot systems to improve community engagement and efficiency.

- Provide training and support to city staff on AI-powered tools and systems, ensuring responsible and effective usage across all departments.
- Monitor AI system performance and troubleshoot any issues related to AI applications within city operations.
- Perform any other duties as assigned or necessary.

**KNOWLEDGE AND ABILITIES:**

Any combination of education and experience that would likely provide the required knowledge, skills, and abilities is qualifying. Knowledge of Office 365 Suite, content creation tools, and general IT systems management is required.

- Experience: Two (2) years of experience in IT systems management or communications, with at least one (1) years in a leadership role. Experience managing social media, websites, or content creation required.
- Education/Training: A bachelor's degree in computer science, communications, or a closely related field is preferred. (Additional relevant full-time experience may be substituted for the bachelor's degree on a year-for-year basis).
- Licenses and Certificates: Designated position requires possession of a valid Class C driver's license.
- CompTIA A+ certification *minimum* is required at the time of appointment or must be obtained within six (6) months of hire. Failure to obtain the required certification within the specified timeframe may result in disciplinary action up to and including termination.
-Other IT systems or communications certifications are desirable.

**TRAINING:**

- Course work and training in subject matter relevant to the functions of IT.

**PHYSICAL DEMANDS AND WORKING CONDITIONS:**

The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

- Productivity: Incumbents must perform work efficiently, effectively, and in a timely manner with minimal direction.
- Mobility: Ability to lift at least 30 pounds and move between sites as necessary.
- Vision: Vision sufficient to read printed documents, observe prolonged onscreen activity, and operate assigned equipment.
- Environment: Incumbents may be exposed to inclement weather conditions and may work at indoor or outdoor facilities, traveling between sites.
- Other Factors: Incumbents may be required to work extended hours, including evenings, weekends, and holidays.

**EMPLOYEE SHALL WORK HARMONIOUSLY WITH ALL CITY EMPLOYEES.**
**ALL FULL-TIME EMPLOYEES ARE REQUIRED TO HAVE A VALID CONTACT TELEPHONE.**
**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER.**

**Updated 2/12/26**

**BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL**

| **IN THE MATTER OF:** UPDATING JOB REQUIREMENTS FOR THE IT MANAGER/COMMUNICATIONS COORDINATOR JOB DESCRIPTIONS | **RESOLUTION 2026-____** |
|---|---|

**WHEREAS,** the City Council of the City of Avenal ("**City**") desires to consider information and recommendations from the City Manager pursuant to Avenal Municipal Code § 2-4.108(d) pertaining to reorganization and creation of employment positions;

**WHEREAS,** the City previously approved the job description for the IT Manager / Communications Coordinator position; and

**WHEREAS,** staff recommends a minor update to the approved job description to clarify professional qualifications by requiring CompTIA A+ certification, either at the time of appointment or within six (6) months of hire; and

**WHEREAS,** no other duties, qualifications, compensation, classification, or conditions of employment are proposed to be modified as part of this action; and

**WHEREAS,** the City Council desires to approve this limited update to ensure clarity, consistency, and alignment with industry standards for information technology positions.

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 **February 12, 2026,** BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
ALVARO PRECIADO, Mayor
CITY OF AVENAL

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

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

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

1. Found that the foregoing recitals are true;

2. The City Council approves a limited update to the IT Manager / Communications Coordinator job description to require CompTIA A+ certification, to be possessed at the time of appointment or obtained within six (6) months of hire, as reflected in Attachment A.

3. All other provisions of the previously approved job description remain unchanged and in full force and effect.

4. This action does not create a new position, modify funding, alter compensation, or amend any other employment terms.

5. Authorized the City Manager, City Clerk and all 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.

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

City of Avenal
919 Skyline Blvd.
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Phone: (559) 386-5766
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**TO:** **The Honorable Mayor and City Council**

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

**DATE:** **May 26, 2022**

**RE:** **Consider Establishing One Additional Part-Time Employment within City Hall, Administrative Intern, to assist with the Avenal Speaks Community Climate Survey**

## INFORMATION:

Staff is requesting flexibility to establish a **year-round Administrative Intern position** to support City Hall operations, special projects, and community engagement initiatives. Unlike prior summer-only internship programs, this position is intended to be as needed, part-time, and project-driven, allowing the City to recruit individuals interested in learning about local government while providing meaningful administrative support.

The intern position would be designed for individuals who are intellectually curious, motivated, and interested in public service, public administration, planning, communications, or related fields. This role is not intended to replace permanent staff, but rather to supplement capacity during peak workload periods and assist with discrete projects that are well-suited for short-term or developmental support.

Examples of potential assignments may include, but are not limited to:

- Assisting with coordination and outreach for the Avenal Speaks 2026 community survey, including data entry, tracking participation, and outreach support;
- Supporting records management efforts, such as scanning, indexing, and organizing historical or inactive documents;
- Assisting with community engagement efforts, including event preparation, flyer distribution, or survey tabulation;
- Providing administrative support for special projects across departments, including research, drafting summaries, or compiling materials;

This flexible internship model allows the City to respond to evolving operational needs while providing valuable exposure to local government functions for individuals considering careers in public service. The attached job description outlines the scope of work, qualifications, and general expectations for the position.

## RECOMMENDATION:

Adopt the attached resolution approving the establishment of a flexible, year-round Administrative Intern position within City Hall and approve the associated job description.

City of Avenal
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## FISCAL IMPACT:

The Administrative Intern position would be a **temporary, part-time, non-benefited position**, funded within existing personnel line item from the City Manager's budget subject to available appropriations. For the remainder of 2025/2026 budget, roughly six thousand dollars are available in the City Manager's Temporary Employees line item, this would allow a minimum wage part-time employee roughly 330 hours of labor time. Staff would not anticipate needing more than 150 hours this fiscal year.

City of Avenal
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Phone: (559) 386-5766

# Administrative Internship Position

Salary Range: $18/Hr.; Maximum 300 hours/ Non-Exempt; Temporary Part-Time

Reports To: City Manager

## DEFINITION:

Under general supervision, provides administrative, clerical, and project-based support to City Hall departments; assists with special projects, community engagement initiatives, and general office operations while gaining exposure to local government functions.

## SUPERVISION RECEIVED:

Receives direction from the City Manager, Assistant City Manager/Deputy City Clerk, City Clerk/Community Development Coordinator, or designee.

## ESSENTIAL DUTIES (May Include, But Are Not Limited To):

- Assist with special administrative and operational projects across City departments;
- Support community outreach and engagement efforts, including surveys, events, and public communications;
- Assist with document management, including scanning, organizing, and indexing records;
- Provide clerical support such as data entry, filing, research, and preparation of reports or summaries;
- Assist with coordination of projects such as the Avenal Speaks community survey, public meetings, or departmental initiatives;
- Attend meetings or events for educational and support purposes, as appropriate;
- Perform related duties as assigned.

## QUALIFICATIONS:

Any combination of education and experience that demonstrates the ability to perform the duties of the position.

Education / Experience:

- Current enrollment in, or recent completion of, a high school, community college, or university program is desirable;
- Interest in public administration, government, communications, planning, or a related field preferred.

*Knowledge and Abilities:*

- Basic office and computer skills (Microsoft Office, Google Workspace, or similar);
- Ability to organize information, follow instructions, and meet deadlines;
- Ability to communicate effectively and work collaboratively with staff and the public;

- Willingness to learn and take initiative on assigned projects.

*Licenses and Certificates:*

- Designated position requires possession of a valid Class C driver's license.

## WORKING CONDITIONS:

This is a temporary, part-time, non-benefited position. Work schedule and hours will vary based on departmental needs and intern availability.

## PHYSICAL DEMANDS

The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

- Productivity: Incumbents must perform work efficiently, effectively, and in a timely manner with minimal direction.
- Mobility: Ability to lift at least 30 pounds and move between sites as necessary.
- Vision: Vision sufficient to read printed documents, observe prolonged onscreen activity, and operate assigned equipment.
- Environment: Incumbents may be exposed to inclement weather conditions and may work at indoor or outdoor facilities, traveling between sites.
- Other Factors: Incumbents may be required to work extended hours, including evenings, weekends, and holidays.

**EMPLOYEE SHALL WORK HARMONIOUSLY WITH ALL CITY EMPLOYEES.**
**ALL FULL-TIME EMPLOYEES ARE REQUIRED TO HAVE A VALID CONTACT TELEPHONE.**
**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER.**

**Created: February 12, 2026**

**BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL**

| **IN THE MATTER OF:** ESTABLISHMENT OF A YEAR-ROUND ADMINISTRATIVE INTERNSHIP POSITION WITHIN CITY HALL. | **RESOLUTION 2026-___** |
|---|---|

**WHEREAS,** the City Council of the City of Avenal ("**City**") desires to consider information and recommendations from the City Manager pursuant to Avenal Municipal Code § 2-4.108(d) pertaining to reorganization of employment positions;

**WHEREAS,** the City desires flexibility to support City Hall operations and special projects through temporary, part-time staffing solutions; and

**WHEREAS,** a year-round Administrative Intern position would provide educational opportunities for individuals interested in local government while assisting the City with administrative, project-based, and community engagement tasks; and

**WHEREAS,** the City Council desires to approve the establishment of this internship position and the associated job description.

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 February 12, 2026, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
ALVARO PRECIADO, Mayor
CITY OF AVENAL

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

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

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

1. Found that the foregoing recitals are true;

2. Approves the establishment of a **temporary, part-time, year-round Administrative Intern position** within City Hall;

3. Approves the Administrative Intern job description attached hereto as Attachment A;

4. Confirms that the position shall be funded within existing departmental budgets, subject to available appropriations; and

5. Authorized the City Manager, City Clerk and all 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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