CITY OF AVENAL
"Pistachio Capital of the World®"
REGULAR CITY COUNCIL/SUCCESSOR AGENCY/PFA MEETING
APRIL 23, 2026; 6:15 P.M.
AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA

Study Session: None

LAST ORDINANCE: 2026-05 **CITY LAST RESOLUTION: 2026-23**
(SA) LAST RESOLUTION: 2026-01 **PFA LAST RESOLUTION: 2025-02**

AGENDA

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

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

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

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

   Special Recognitions: **-2026 Old Timers' Day, Legends of our Heritage, Special People:**
   Grand Marshals **– Jimmie Don & Cheryl Tuttle**
   Favorite Son **– OG Carnal** *Favorite Daughter* **– Lucy Gonzalez**

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 April 9, 2026 Regular Meeting.
   B. Consider Amending Agreement with OpenGov to include Payroll Services (Resolution 2026-24).
   C. OIP Investment Report for the Quarter Ended March 31, 2026 (Information Only).

5. **MAYOR & COUNCIL MEMBER/ SUCCESSOR AGENCY/ ITEMS FOR CONSIDERATION:**
   A. None

6. **ACTIVITY REPORTS/SPECIAL PRESENTATIONS & COMMITTEE REPORTS:**
   A. Activity Reports:
      1. Police Department Activity Report: Cecilio Velasco, Chief of Police.
      2. Fire Department Activity Report: Jacob S. McAfee, Fire Chief
      3. Community Development Activity Report: Joshua McDonnell, Contract City Planner, 4Creeks.
      4. Economic Development & Grant Writing Report: John Basmajian, Governmental Affairs Manager, the CrisCom Company.

7. **PUBLIC HEARING(s):**
   Joint Hearing of the City of Avenal Successor Agency RDA Trust Obligations Fund/Public Finance Authority:
   A. None

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

9. **NEW BUSINESS**:
   A. Consider Sublease for Nodal Power at the Avenal Regional Landfill (**Resolution 2026-25**): (Discussion/Action).
   B. Consider adopting a Resolution Authorizing Participation in the California Fire and Rescue Mutual Aid System Chief McAfee (**Resolution 2026-26**): (Discussion/Action).
   C. Consider Approval of Job Descriptions for Avenal Fire Department, Chief McAfee (**Resolution 2026-27**): (Discussion/Action).

10. 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.

11. 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 EXISTING LITIGATION (Government Code § 54956.9(d)(1)).

Parties, case/claim no: *City of Avenal v. Lupe Villa, County of Kings, et al.,*
(Kings County Superior Court, **Case No. 26CU0106**)

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**)

C. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel EXISTING LITIGATION (Government Code § 54956.9(d)(1)).

Parties, case/claim no: *City of Avenal v. County of Kings, John Chamberlin, et al.,*
(Kings County Superior Court, **Case No. 26CU0138**)

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: *Center for Biological Diversity et al. v. United States Bureau of Reclamation, et al.*
(United States District Court, **Case No. 1:20-cv-007606-DAD-EPG**).

E. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel EXISTING LITIGATION (Government Code § 54956.9(d)(1)).

Parties, case/claim no: Ross Family Properties, LLC, v. City of Avenal

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, April 20, 2026.

/s/ Maria Ortiz
Maria Ortiz, City Clerk

CIUDAD DE AVENAL
"Capital® Mundial del Pistacho"
REUNIÓN REGULAR DEL AYUNTAMIENTO/AGENCIA SUCESORA/PFA 23 DE ABRIL DE 2026; 6:15
AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA

Sesión de estudio : Ninguna

ÚLTIMA ORDENANZA: 2026-05 **ÚLTIMA RESOLUCIÓN DE LA CIUDAD: 2026-23**
(SA) ÚLTIMA RESOLUCIÓN: 2026-01 **ÚLTIMA RESOLUCIÓN DE LA PFA: 2025-02**

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: **-Día de los Veteranos 2026, Leyendas de nuestro Patrimonio, Personas Especiales:**
   Grandes Mariscales **– Jimmie Don y Cheryl Tuttle**
   Hijo favorito **– OG Carnal** *Hija favorita* **– Lucy González**

4. **CALENDARIO DE CONSENTIMIENTO:**
   Todos los ítems listados en el calendario de consentimiento son rutinarios o solo para aprobación y se promulgan mediante una sola moción: (Acción).
   A. Consideremos la aprobación de actas por parte de la Ciudad de Avenal/Agencia Sucesora para la reunión ordinaria del 9 de abril de 2026.
   B. Considere modificar el acuerdo con OpenGov para incluir los Servicios de Nómina (Resolución 2026-24).
   C. Informe de inversión del OIP para el trimestre finalizado el 31 de marzo de 2026 (solo información).

5. **ALCALDE Y CONCEJAL/ AGENCIA SUCESORA/ PUNTOS A CONSIDERAR:**
   A. Ninguno

6. **INFORMES DE ACTIVIDADES/PRESENTACIONES ESPECIALES E INFORMES DE COMITÉS:**
   A. Informes de actividad:
      1. Informe de actividad del Departamento de Policía: Cecilio Velasco, Jefe de Policía.
      2. Informe de actividad del Departamento de Bomberos: Jacob S. McAfee, Jefe de Bomberos
      3. Informe de actividad de desarrollo comunitario: Joshua McDonnell, planificador urbano contratado, 4Creeks.
      4. Informe de Desarrollo Económico y Redacción de Subvenciones: John Basmajian, Responsable de Asuntos Gubernamentales, la empresa CrisCom.

7. **AUDIENCIA(ES) PÚBLICA(s):**
   Audiencia conjunta del Fondo de Obligaciones Fiduciarias de la RDA/Autoridad de Finanzas Públicas de la Agencia Sucesora de la Ciudad de Avenal:
   A. Ninguno

8. **ASUNTOS** ANTIGUOS:
   A. Ninguna.

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

A. Consideremos el subarrendamiento para energía nodal en el vertedero regional de Avenal (**Resolución 2026-25**): (discusión/acción).

B. Considere adoptar una Resolución que autorice la participación en el Sistema de Ayuda Mutua de Bomberos y Rescate de California, jefe McAfee (**Resolución 2026-26**): (Discusión/Acción).

C. Consideremos la aprobación de la descripciónes de puestos para el Departamento de Bomberos de Avenal, Jefe McAfee (**Resolución 2026-27**): (Discusión/Acción).

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

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

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

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

A. 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: *City of Avenal contra Lupe Villa, County of Kings, et al.,*
(Tribunal Superior del Condado de Kings, **Caso nº 26CU0106**)

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**)

C. 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: *City of Avenal contra Condado de Kings, John Chamberlin, et al.,*
(Tribunal Superior del Condado de Kings, **Caso Nº 26CU0138**)

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

Partes, caso/reclamación no: *Center for Biological Diversity et al. contra la Oficina de Reclamación de los Estados Unidos, et al.* (Tribunal de Distrito de los Estados Unidos, **Caso nº 1:20-cv-007606-DAD-EPG**).

E. 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: Ross Family Properties, LLC, contra Ciudad de Avenal

12. <u>LEVANTAMIENTO</u>:

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

Certifico que esta agenda del taller del Ayuntamiento de la Ciudad de Avenal se publicará en los siguientes lugares: 1) Sala del Ayuntamiento, Teatro Avenal 233 E. Kings St.; 2) Ayuntamiento, 919 Skyline Blvd.; 3) Gimnasio Aftermath, 600 Skyline Blvd.; y 4) T&T Market, 801 Skyline Blvd. Avenal CA 93204, el 20 de abril de 2026.

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

CITY OF AVENAL
Pistachio Capital of the World®"
REGULAR CITY COUNCIL/SUCCESSOR AGENCY/PF
A MEETING APRIL 9, 2026; 5:15 P.M.
AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA

Study Session 4:15PM: Question and Answer (Q&A) with Fire Chief, Jacob S. McAfee
Study session began at 4:34 P.M. and ended at 5:17 P.M.

Minutes

CALL TO ORDER & PLEDGE OF ALLEGIANCE: **by Mayor Preciado 5:29 P.M.**

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

ABSENT: Mayor Pro Tem Gamez.

STAFF: McAfee, Davis, Celis, Martinez, Gracida, Guerra, Reyes, Velasco, Curiel, Martinez, Lomeli, Ortiz, López.

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.

PUBLIC COMMENT/ANNOUNCEMENTS & UNSCHEDULED APPEARANCES:
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Mayor Preciado opened public comment at 5:53 P.M.

Frank Lopez, Avenal Resident – began by apologizing for parking in a handicap spot and stated he would pay the citation. He expressed that he does not believe the Kings County assessment regarding the Community Center boxing event was fair. He also stated that Fire Chief John Chamberlain failed to communicate with the community at the last council meeting regarding the two most recent house fires. He also shared event information for Old Timer's Day, noting there will be multiple Lucha Libre matches.

Robert Campos, Avenal Resident – directed a question to City Manager López regarding when his claim would be resolved. He expressed hope that City leadership leads the City well, and asked why the City Manager's salary is as high as it is and why it was approved.

James Horn, Coalinga Resident – suggested the City Council consider replacing legal counsel, stating they were ill-advised on matters regarding the recall and fire incidents, and recommended addressing the conflict of interest. He also alleged that Avenal's legal counsel works for the County, which he believes creates a conflict of interest.

Chief Velasco, Avenal Police Department – provided an update regarding the Zoom incident from a previous City Council meeting. He noted that they coordinated with law enforcement agencies in Mississippi, which experienced similar incidents. They will continue to monitor the matter with the assistance of aiding agencies. The recommendation going forward is to restrict presentation sharing and to monitor participants during future online meetings.

Chief McAfee, Avenal Fire Department – clarified that the sprinkler system at the Community Center met code, but the hydrant did not. He noted that at the time of the boxing event, he was unaware of this as he was working on planning the life safety plan. He shared that he will be launching a community program to provide smoke alarms and fire extinguishers to residents who do not have them, as part of a risk reduction initiative. He also noted he will be initiating the job posting process and recruitment for fire department positions.

Mayor Preciado closed public comment at 6:08 P.M.

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

A. Consider City of Avenal/Successor Agency's Approval of Minutes for March 26, 2026 Regular Meeting, & March 30th Emergency Meeting
B. Consider filling One (1) Vacant Planning Commission Seat, ***Erika Bonilla***- Councilmember Reynosa
C. Consider Agreement with The SpyGlass Group, LLC for Cost Recovery Services.

Council Member/Successor Agency Member Reynosa motioned approve Item A & B agenda. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.

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

Item 4C was moved to New Business Item 9B.

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

A. Proclamation - Autism Awareness & Acceptance Month 2026

City Manager, Antony V. López, presented the report as submitted. He also shared that the Autism Support Squad has acquired their 501©3 status. City Clerk, Angie Ortiz, read off the proclamation. Lucy Gonzalez, Founder of Autism Support Squad, gave an appreciation speech. Dominick, Autism Support Squad Representative, also shared appreciation for the organization.

Council Member/Successor Agency Member Verdugo motioned to approve Autism Awareness Proclamation. The motion was seconded by Council Member/Successor Agency Member Reynosa and motion carried.

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

B. Proclamation – Sexual Assault Awareness Month 2026

City Manager, Antony V. López, presented report as submitted. He read off the proclamation and shared it will be at City Hall.

Council Member/Successor Agency Member Reynosa motioned approve Sexual Assault Awareness Proclamation. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.

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

City Council went into Closed Session at 6:34 P.M.

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 EXISTING LITIGATION (Government Code § 54956.9(d)(1)).
Parties, case/claim no: *City of Avenal v. Lupe Villa, County of Kings, et al.,*
(Kings County Superior Court, **Case No. 26CU0106**)

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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: *Center for Biological Diversity et al. v. United States Bureau of Reclamation, et al.*
(United States District Court, **Case No. 1:20-cv-007606-DAD-EPG**).

City Council came out of Closed Session at 7:15 P.M. with nothing to report and returned to regular session at 7:21 P.M. after a recess.

ACTIVITY REPORTS/SPECIAL PRESENTATIONS & COMMITTEE REPORTS:

A. Activity Reports:

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

Scott Davis, Public Works Director, presented the report as submitted. Councilmember Hernandez asked if all the leaks in the past month were on the joints or along the pipe. Scott responded that 5 out of 6 leaks were on the joints and 1 was able to be repaired with clamps. Councilmember Reynosa inquired on behalf of residents whether there is a number they can call if there are dogs out in the street. He also asked if the shades at the Neighborhood Kids Park could be larger because they don't cover anything, and also asked if the fences can be closed while kids are inside the park. Scott responded that after work hours, they can only come out for a vicious dog by calling the City Hall number. As for shades, City Manager Antony V. Lopez stated he would work with City Engineers to determine what would be best for all park shading. Mayor Preciado inquired about the amount of water lost. Scott responded that 50,000–60,000 gallons were lost but that he does not have an exact number at this time. The Mayor also asked, regarding weed abatement, why people have to contract out for cleanup. Scott responded that the City would need a general contractor to do the work.

City Manager Antony V. Lopez also shared that there are some issues with the parks being addressed, including water fountains and lighting.

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

Javier Andrade, City Engineer, presented the report as submitted. He shared information on the Community Center and clarified that the sprinkler system at the Community Center did pass requirements. He also said there might have been some confusion, as what is inaccurate is actually the fire hydrant outside, but there may be a mitigation to that. Scott Davis, Public Works Director, shared that he was present during the hydrant testing and that there was a variation with the tools used by Kings County Fire (2½ in. vs. 4½ in. nozzle requirements). Mayor Preciado asked if Scott Davis had asked the Fire Marshal why they used different size nozzles. Scott stated that is what the Fire Marshal recommended at the time. He shared that social media has not been accurate, as some posts claim the sprinkler system doesn't work. City Manager Antony V. Lopez asked how long Scott had been a building official. Scott responded approximately 14 years. Mayor Preciado stated that the misinformation needs to be corrected. Fire Chief McAfee briefly explained the pressure requirements. Legal Counsel Moses Diaz inquired on whether different size nozzles would make a large difference. Fire Chief McAfee chose not to comment. Javier Andrade, City Engineer, shared that he also offered a courtesy inspection and that Kings County Fire has been very professional. Moses Diaz, Legal Counsel, explained building official authority and the Temporary Use of Occupancy framework.

Diego, City Engineer, finished presenting on the Community Center.

Councilmember Verdugo shared that he has a concern with the windows inside the Community Center. Javier shared that there will be protection for the windows. The Council also asked about the basketball court. Javier responded that they are still searching for the best solution for the basketball court windows. Anna Lara, PARCS Director, shared a possible solution similar to that of Avenal High School. Mayor Preciado asked for an update on the PG&E transformer. Javier stated it is still a waiting period. He also ended by sharing information on upcoming community outreach events.

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

City Manager Antony V. López presented the report on behalf of the IT Director as submitted. Mayor Preciado inquired about a utility bill kiosk outside City Hall. López shared the difficulties with having an outside kiosk at the moment.

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

Anna Lara, PARCS Director, presented report as submitted.

PUBLIC HEARING(s):

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

A. None

OLD BUSINESS:

A. None.

NEW BUSINESS:

A. Consider Workplace Solutions Agreement with Cintas for Uniforms (Discussion/Action).

City Manager, Antony V. López, recommended City Council to table the item and item was tabled. Councilmember Verdugo and Reynosa requested there be more bids for uniforms.

B. Consider Agreement with The SpyGlass Group, LLC for Cost Recovery Services.

City Manager, Antony V. López,

Council Member/Successor Agency Member Verdugo motioned approve Resolution 2026-23. The motion was seconded by Council Member/Successor Agency Member Reynosa and motion carried.

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

RESOLUTION 2026-23: A RESOLUTION OF THE CITY OF THE AVENAL AUTHORZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SPYGLASS GROUP, LLC FOR COST RECOVERY AND EXPENSE AUDIT SERVICES.

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 Manager Antony V. López shared that the next City Council meeting might have a time change. Councilmember Reynosa thanked all the presenters. Councilmember Verdugo requested that Chief McAfee provide an expenditure report and projected budget at the next meeting. He also restated that he has asked for a budget report from the Finance Department and has yet to receive it. He also added that he wants council packets submitted sooner. Councilmember Hernandez congratulated everyone who was recognized tonight. Mayor Preciado stated that he enjoys seeing many events where the community shows up. He shared that the Avenal Police Department has been doing a good job with the community. He also expressed hope that the City will find better transportation resources for the community. He also shared some resources the City offers, such as potable water, and commended the community, urging everyone to stay informed.

ADJOURNMENT:

City Council meeting was adjourned at 9:20 P.M.

/s/ Karla Curiel
Karla Curiel, Deputy City Clerk

AGENDA ITEM NO.

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

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

FROM: **Brian Arellano, Finance Manager**

DATE: **April 23, 2026**

RE: **Amend Agreement with OpenGov to include Payroll Services**

RECOMMENDATION:

Staff recommends that the City Council adopt **Resolution No. 2026-24**, which approves and authorizes the execution of an agreement between OpenGov, TimeClock Plus and the City of Avenal for Payroll Services.

BACKGROUND:

The City of Avenal has had a longterm partnership with OpenGov. OpenGov hosts and provides an Electronic Resource Planning (ERP) software that the city has used for the past 5+ years. Their ERP offers many solutions and has alleviated some redundant workloads by consolidating all data into one system. The City currently uses 4 modules from OpenGov- Permitting and Licensing, Financial Management, Budgeting & Performance, and Utility Billing. Initially when first entering into our first agreement with OpenGov, the City hoped to consolidate all of our software needs into their solutions, however, at the time, OpenGov was unable to offer all the solutions the City required. **The HR/Payroll solution at the time of the original master agreement with OpenGov was deemed "not ready" when Staff hoped to inplement in 2022. Thus, Staff waited until OpenGov had a solution to bring this last piece of the project for final re-approval.**

INFORMATION:

Upon becoming aware that OpenGov had successfully launched their payroll system, the City reached out and asked for a demonstration. Moving forward with this addition to the agreement will allow the City to finally reach it's original goal of having all systems consolidated as originally intended.

Staff requests that the City approve the partnership expansion with OpenGov by adding OpenGov Payroll and TimeClock Plus. This change is intended to improve payroll and timekeeping workflows, reduce administrative labor each pay period, and standardize processes within a vendor relationship the City already knows works. **Bringing OpenGov payroll into the City's current OpenGov ERP will reduce manual work and reduce compliance risk. Staff participated in multiple demonstrations and reported no concerns about the solution meeting any functional needs.**

In the interest of completing this change speedily and cleanly with the start of next Fiscal Year, OpenGov has provided a 25% discount on Professional Services. The discount results in one-time savings of $12, 745 while maintaining the same implementation and delivery support with no additional workload shift to City Staff. The discounted pricing is contingent upon a completed agreement on or before April 30, 2026 which is why staff is bringing this item to Council now.

FISCAL IMPACT:

Additionally, In the interest of allowing the City to proceed with this agreement, OpenGov has also agreed to bill the City a portion of the costs this Fiscal Year (2026) and the rest next Fiscal Year (2027). The costs for this agreement will be incurred by the General Fund and accounted for in Expense Account 100-65300-160.

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

Fiscal Year 2026 shall incur costs totaling $29,003.35. Fiscal Year 2027 shall incur costs totaling $28,670.50, however, a portion shall be offset by the cancelation of the Paylocity agreement, once OpenGov is implemented, which currently totals $26658.93 per year.

The net fiscal impact of the agreement totals $31,014.92 to the General Fund.

ATTACHMENTS:

- Resolution No. 2026-24
-

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:
Consider Entering into an Agreement with OpenGov and TimeClock Plus for Payroll Services

RESOLUTION 2026- 24

WHEREAS, the City of Avenal (**the City**) went live with OpenGov's Financial Management System in 2021.

WHEREAS, the City Council (**Council**) recognizes the City's need to consolidate data and services for efficiency and effecitveness .

WHEREAS, the Council desires to continue and build upon the existing partnership between the City and OpenGov through an amended master agreement;

WHEREAS, the Council desires to approve and enter into an Agreement with OpenGov and TimeClock Plus for Payroll Services;

WHEREAS, the Council desires to approve and authorize the expenditures for the implementation of OpenGov Payroll with TimeClock Plus;

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 **April 23 , 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 and correct;

2. The City shall enter into an agreement with OpenGov and TimeClock Plus for Payroll Services;

3. The Council authorizes the City Manager to execute an agreement with OpenGov and TimeClock Plus for Payroll Services;

4. Ordered that the existing budget be amended (if necessary), and such amendments being hereby approved, to accommodate all of the foregoing expenditures, which are hereby authorized and ratified; and

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

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

OpenGov Payroll and TCP Professional Services Deployment

Consolidating the City’s Financials

Current Payroll Process

- Our current system Paylocity is dependable however it does not meet all of our needs
- Previous Administration received all of the training
- Costs – Anywhere from $2200 a month up to $2800
  - Monthly Fee: $2188.81
  - Postage : $40.00
  - Additional Fee: Varies per payrun
- System tracks and stores all our information in its cloud
- System helps with compliance
- Report Templates



Challenges in Our current Payroll Workflow

- Manual allocations
  - Completed on a spreadsheet
  - Changes to staff/roles slows us down
- Separate cloud from our ERP
- No integration with our ERP
- Cluttered with unused/outdated codes and settings
  - Causes challenges when pulling reports
- Errors arising from tedious tasks





What the City Needs



Integration of payroll to the General Ledger

Allows for faster reporting

Will reduce labor hours spend on payroll



Automated allocations



Reduce or remove challenges from staffing/role changes



Reduce or remove challenges brought about from unbalanced JE Imports

OpenGov

Our Current Partnership

- Financial Management
- Permitting and Licensing
- Utility Billing
- Budgeting & Performance

About OpenGov

- Over 500+ Years of Government Experience
- 8 Stevie Awards for Customer Service Excellence
- Thousands of Successful Implementations

Solution Offered by OpenGov: OpenGov Payroll with TimeClock Plus

- OpenGov Payroll
  - Payroll Processing
  - Tax Management & Compliance
  - Deductions & Benefits Handling
  - Payroll Timesheets
- TimeClock Plus
  - Time & Attendance Tracking
  - Employee Payroll Access through App (Self-Service)



Costs

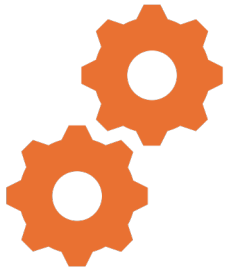
Side by Side Comparison

	OpenGov	Paylocity
Annual Fees	$ 20015.00	$ 26658.93

Paylocity Costs – 1 Year

Invoice Date	Invoice Number	Subtotal	Tax	Invoice Total
4/20/26	INV3725709	2228.81	0	$ 2,228.81
3/20/26	INV3635210	2226.18	0	$ 2,226.18
2/20/26	INV3544144	2781.83	0	$ 2,781.83
1/20/26	INV3468481	2200.15	0	$ 2,200.15
12/19/25	INV3386908	2228.81	0	$ 2,228.81
11/21/25	INV3301904	2162.83	0	$ 2,162.83
10/20/25	INV3226988	2056.85	0	$ 2,056.85
9/19/25	INV3159935	2078.85	0	$ 2,078.85
8/20/25	INV3074496	2228.81	0	$ 2,228.81
7/21/25	INV3016923	2257.47	0	$ 2,257.47
6/20/25	INV2943530	2122.83	0	$ 2,122.83
5/20/25	INV2867547	2085.51	0	$ 2,085.51
4/21/25	INV2800272	2036.85	0	$ 2,036.85
			Total:	$ 26,658.93

Additional Deliverables

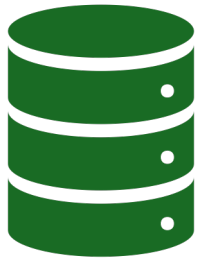


Training

System setup/configuration

Day-to-day operations

Reporting



Migration

Legacy system data migration

Final production data load

Go-live reconciliation and balance verification

Benefits to Switching

- Data consolidation into one ERP
- Faster reporting
- Automated cost allocation
- Payroll integration with General Ledger
- OpenGov has always provided responsive Customer Support
- System is geared towards transparency
- Easier workforce planning
- Staff receives training on the new system

Items to Consider

Implementation Costs	• Will be mitigated by cost savings over a period of time
Staff time spent on training	• Will ensure staff can efficiently use the new software • Future staff time spent on payroll will be reduced by at least 18 hours a month
All data on one cloud	• Benefits to this outweigh the downsides

Staff Recommendation

Sign on with OpenGov Payroll with TCP

- We will see long term cost savings
- Their system will allow flexibility for reporting
- Labor hour savings
- Transparency
- Proven successful vendor partnership

Statement of Work

City of Avenal, CA

Creation Date: 04/14/2026
SoW Expiration Date: 07/14/2026
Document Number: PS-11695.1
Created by: Liam Watkins

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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to City of Avenal, CA ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

- 2.1. Exhibit 1: Implementation Activities
  - 2.1.1. Payroll
- 2.2. Exhibit 2: Technical Requirements
  - 2.2.1. Procurement & Contract Management

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The estimated duration of this work is four (4) months. The specific timeline, including order of delivery of the product(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov

may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

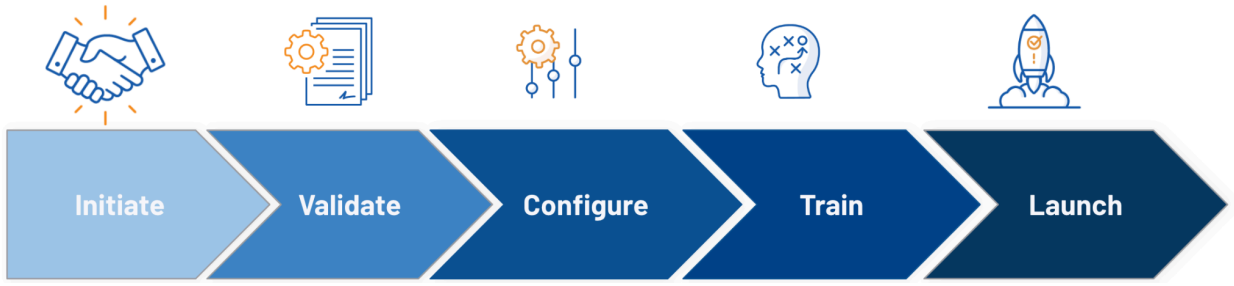
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Payroll

Initiate

Provision Payroll Module Instance

OpenGov will:

- Provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Validate

Validation Workshops

OpenGov will:

- Conduct up to eight (8) hours of workshops to validate current configuration and deliverables for Payroll.
    - Review all current data
    - Employees - all demographic data
    - Deductions Types
    - Deduction Wage Groups
    - Pay Types
    - Wage Groups
    - Benefits Types (Sick, Vacation, PTO, etc)
    - Benefit Balances
    - Employee YTD Balances

Customer will:

- Identify relevant participants to attend all sessions.

Completion Criteria

- Customer sign-off on project plan.

Configure

Payroll

OpenGov will:

- Configure the Payroll module based on Customer provided inputs.
- Review all configurations with the customer.
- Validate to ensure completeness and accuracy.
- Confirm / complete any additional setups as needed.
- Provide up to twelve (12) hours of working sessions covering:
    - Configuration Review
    - Process Walkthrough(s)
    - User Acceptance Testing support

Customer will:

- Review, Test, and Sign off on configuration.
- Attend all working sessions.

Completion Criteria

- Customer sign-off that the Payroll Module is configured.

Train

Administrator Testing & Training

OpenGov will:

- Provide up to sixteen (16) hours of administrator training to enable system administrators on the following topics:
    - Data capture
    - Data validation
    - Payroll execution
    - Payroll reporting
    - Payroll complete
- Provide the following assistance for User Acceptance Testing:
    - Configure test plan
    - Configure test transactions
    - Execute test plan
    - Review and validate results
    - Prepare any changes / updates as necessary to accommodate test results.

Customer will:

- Identify relevant participants and attend scheduled training sessions.
- Test all relevant use cases as to Customer's processes
- Completion Criteria
- Administrator Training & Testing support is provided.

Launch

Data Migration

OpenGov will:

- Using a copy of the MOMs database provided by the customer, extract up to five (5) years of Payroll history for the purposes of data conversion.
- Transform the Customer's data into OpenGov's field requirements.
- Upload up to five (5) years of Payroll data.
- Transform data errors with Customer's assistance
- Produce and communicate errors where data, for example, is missing or does not fit segment length.

Customer will:

- Provide copies of the MOMs database as needed.
- Validate all data and reports prior to providing to OpenGov.
- Validate the data once it is loaded to OpenGov Financials.
- Assist OpenGov in transforming data errors.
- Provide sign off confirming agreement with OpenGov that the data is accurate and complete.

OpenGov assumptions:

- OpenGov will load cutover data up to two (2) times including:
    - One (1) mock cutover
    - One (1) go live cutover

Completion Criteria

- Customer sign-off that the conversion data has been loaded.

HyperAdopt

OpenGov will:

- Provide HyperCare Support to the Customer for the first payroll run.
- On-premise to Cloud parallel
- Compare On-premise to Cloud
- Process in Cloud

Customer will:

- Attend all working sessions.
- Manage ongoing support and questions through Customer Success and Support following each Phase's go-live.

Completion Criteria

- Customer sign-off that configuration is complete and ready to go live.

OpenGov

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-15670	**Prepared By:**	Charlie Hazelton
Created On:	04/16/2026	**Email:**	chazelton@opengov.com
Order Form Expiration:	04/30/2026	**Contract Term:**	38 Months
Subscription Start Date:	05/01/2026		
Subscription End Date:	06/30/2029		

Customer Information:

Customer:	City of Avenal, CA	**Contact Name:**	Brian Arellano
Bill To/Ship To:	919 Skyline Blvd Avenal, California 93204-1820 United States	**Email:** **Phone:**	finance@cityofavenal.us 559-386-5766 ext. 104

Order Details:

Billing Frequency:	Prepaid
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Payroll Additional User License (For each FTE over 40)	05/01/2026	06/30/2026	$938.87
Payroll Base Subscription (Up to 40 FTEs)	05/01/2026	06/30/2026	$1,780.63
Payroll Additional User License (For each FTE over 40)	07/01/2026	06/30/2027	$5,914.91
Payroll Base Subscription (Up to 40 FTEs)	07/01/2026	06/30/2027	$11,217.94
Payroll Additional User License (For each FTE over 40)	07/01/2027	06/30/2028	$6,210.66
Payroll Base Subscription (Up to 40 FTEs)	07/01/2027	06/30/2028	$11,778.83
Payroll Additional User License (For each FTE over 40)	07/01/2028	06/30/2029	$6,521.19

Payroll Base Subscription (Up to 40 FTEs)	07/01/2028	06/30/2029	$12,367.78

PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
Professional Services Deployment - Fixed Fee	05/01/2026	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	$20,575.10
Professional Services Deployment - Fixed Fee	07/01/2026	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	$11,078.90

Professional Services Total: $31,654.00

Customer Billing/Service Periods:

Period:	Total:
05/01/2026	$23,294.60
07/01/2026	$28,211.75
07/01/2027	$17,989.49
07/01/2028	$18,888.97

Order Form Legal Terms:

This Order Form incorporates and is made part of the OpenGov Master Services Agreement between Customer and OpenGov dated August 7, 2025 ("MSA"). If Professional Services are purchased, the Statement of Work is incorporated by reference. Fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Order Form, Customer acknowledges and agrees to these Legal Terms.

City of Avenal, CA:

Signature: _____

Name: _____

Title: _____

Date: _____

OpenGov, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

TIMECLOCK PLUS, LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q058916

CONTRACT START DATE : 05/01/2026

CLIENT INFORMATION

Shipping Method:

Purchased for: City of Avenal
Bill To: City of Avenal

Billing Address: 919 Skyline Blvd
Avenal, California 93204
United States

Billing Contact Name: Brian Arellano

Billing Contact Email: barellano@cityofavenal.gov

Billing Contact Phone: (559) 386-5766

Contract Contact Name: Brian Arellano

Contract Contact Email: barellano@cityofavenal.gov

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
2 MONTHS	36 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
TIMECLOCK PLUS ENTERPRISE LICENSE (ANNUAL)	$45.00	61	RECURRING	$458.75
TIMECLOCK PLUS IMPLEMENTATION SERVICES (PREPAID HOURS)	$210.00	25	ONE-TIME	$5,250.00

SUBTOTAL	**$5,708.75**
TAXES	**$0.00**
GRAND TOTAL	**$5,708.75**
CURRENCY	USD

QUOTE EXPIRATION DATE : 04/30/2026

SPECIAL TERMS: CONTRACT LENGTH: 38 MONTHS (5/1/2026 - 6/30/2029)
INITIAL BILLING: 5/1/2026 - 6/30/2026
RENEWAL: 7/1/2026 - 6/30/2027 - $2,745.00 (61 USERS)
RENEWAL: 7/1/2027 - 6/30/2028 - $2,882.25 (61 USERS)
RENEWAL: 7/1/2028 - 6/30/2029 - $3,026.36 (61 USERS)

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: https://www.tcpsoftware.com/legal

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of the governing body to appropriate funds, then the Client will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The Client will provide at least thirty (30) days advance written notice of such termination. The Client will use reasonable efforts to ensure appropriated funds are available. Notwithstanding the above, both parties agree that the sole outcome of this clause is to allow the Client to terminate the Agreement upon each anniversary date of the Effective date when the subscription billing commences and for the sole reason of Non-Appropriation of funds.

Accepted by:

Client		**TimeClock Plus, LLC**	
By:	_____	**By:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____

FINANCE DEPARTMENT

DATE: April 21, 2026

TO: Honorable Mayor and City Council

FROM: Antony Lopez, City Manager

VIA: Brian Arrelano, Finance Manager

SUBJECT: **INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2026**

Attached for your information is the quarterly report of investments as of March 31, 2026.

The total cash and investment portfolio book value (cost) held by the City as of March 31, 2026 was $11,377,022.

The cash and investments held by the City include the following components: Managed Investment Portfolio ($246,000), State of CA Local Agency Investment Fund ($3,890,465), Cash/Time Deposits ($7,239,875), and accrued interest on investments ($682.06). (Earned interest is the interest earned on investments over a specific time period, accrued interest is the interest that an investment has earned, but hasn't yet been received, and paid interest is the interest that has already been received as payment).

Cash and investments held by the City continues to be invested in accordance with the Government Code and the City Investment Policy.

During the quarter, no investments matured and no new investments were purchased.

Two-year Treasuries were yielding 3.47% at the beginning of the quarter and ended the quarter at 3.79%, which was an increase of 32 basis points for the quarter.

As of March 31, 2026, the Weighted Yield to Maturity on the Managed Investment Portfolio was 4.60%.

At the end of this quarter, the Weighted Average Maturity of the Managed Investment Portfolio was 2.19 years.

The Federal Open Market Committee (FOMC) meets approximately every six weeks and determines the level of the Federal Funds Rate. ***At the March 18th meeting, the FOMC voted to maintain the target range for the federal funds rate at 3-1/2 to 3-3/4 percent.***

Summary from the March 18th meeting:
"Available indicators suggest that economic activity has been expanding at a solid pace. Job gains have remained low, and the unemployment rate has been little changed in recent months. Inflation remains somewhat elevated.

The Committee seeks to achieve maximum employment and inflation at the rate of 2 percent over the longer run. Uncertainty about the economic outlook remains elevated. The implications of developments in the Middle East for the U.S. economy are uncertain. The Committee is attentive to the risks to both sides of its dual mandate.

In support of its goals, the Committee decided to maintain the target range for the federal funds rate at 3-1/2 to 3-3/4 percent. In considering the extent and timing of additional adjustments to the target range for the federal funds rate, the Committee will carefully assess incoming data, the evolving outlook, and the balance of risks. The Committee is strongly committed to supporting maximum employment and returning inflation to its 2 percent objective.

In assessing the appropriate stance of monetary policy, the Committee will continue to monitor the implications of incoming information for the economic outlook. The Committee would be prepared to adjust the stance of monetary policy as appropriate if risks emerge that could impede the attainment of the Committee's goals. The Committee's assessments will take into account a wide range of information, including readings on labor market conditions, inflation pressures and inflation expectations, and financial and international developments."

Finance staff hired Optimized Investment Partners in February 2026 to help improve the investment returns for the City and to ensure compliance with California Government Code by ensuring safety of principal and sufficient liquidity for operations. Ongoing portfolio management activity will continue to be performed in partnership with Optimized Investment Partners, the Finance Manager, and the City Manager.

Considering the projected timing of cash receipts and disbursements and the structure of the Pooled Investment Portfolio, the City will be able to comfortably meet overall cash flow needs over the next six months.

If you have any questions, please feel free to contact me at 559-386-5766.

City of Avenal

Summary of Cash and Investments for the Quarter Ended March 31, 2026

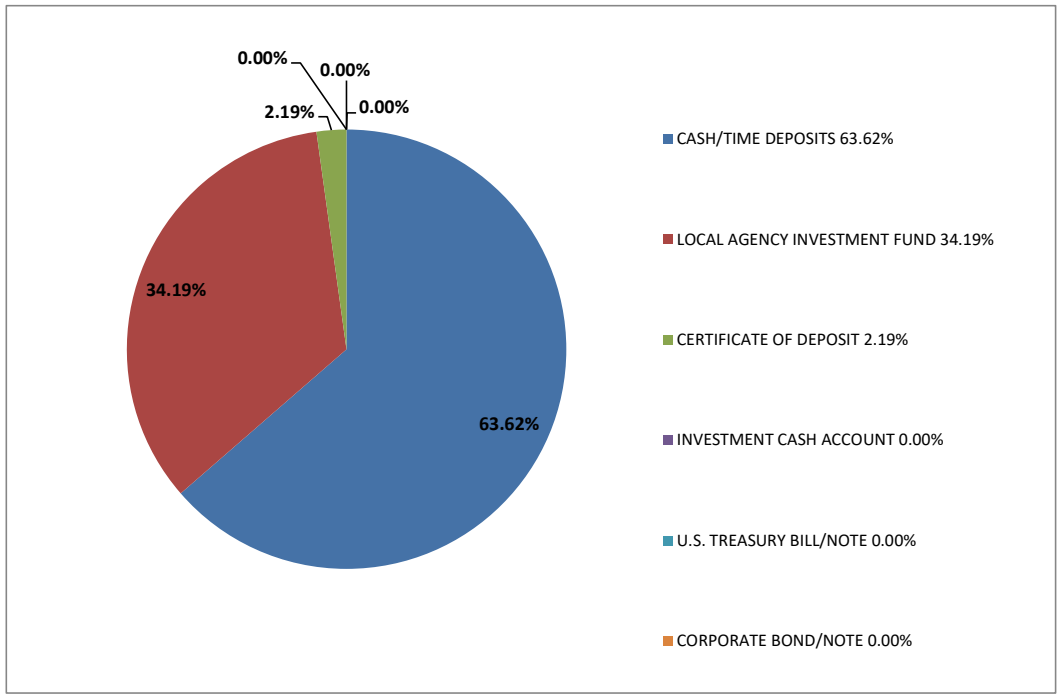
Portfolio Assets	Par Value (1)	Market Value (2)	Book Value (3)	% of Portfolio
Cash & Investments Held by City				
Investment Portfolio				
Managed Investments				
Custodial Cash Account	$ -	$ -	$ -	0
U.S. Treasury Bill/ Note	-	-	-	0
Certificate of Deposit	246,000	249,555	246,000	0.021617072
Corporate Bond/Note	-	-	-	0
Managed Investments Subtotal	**$ 246,000**	**$ 249,555**	**$ 246,000**	**2.16%**
Pooled Investments				
State of CA Local Agency Investment Fund	3,890,465	3,890,465	3,890,465	34.20%
Pooled Investments Subtotal	**$ 3,890,465**	**$ 3,890,465**	**$ 3,890,465**	**34.20%**
Investment Portfolio Subtotal	**$ 4,136,465**	**$ 4,140,020**	**$ 4,136,465**	**36.36%**
Cash/Time Deposits	$ 7,239,875	$ 7,239,875	$ 7,239,875	63.64%
Funds Available for Investment	**$ 11,376,340**	**$ 11,379,895**	**$ 11,376,340**	**100.00%**
Accrued Interest	$ 682	$ 682	$ 682	
Total Cash & Investments Held by City	**$ 11,377,022**	**$ 11,380,577**	**$ 11,377,022**	

Notes:

1. Par value is the principal amount of the investment on maturity.
2. Market values contained herein are received from sources we believe are reliable; however, we do not guarantee their accuracy.
3. Book value is par value of the security plus or minus any premium or discount on the security.

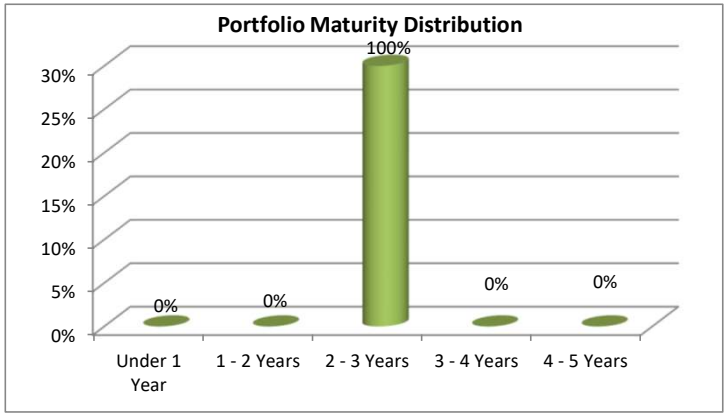
City of Avenal
Investment Report for the Quarter Ended March 31, 2026

Investment Portfolio Summary and Key Statistics



Portfolio Key Statistics		
PAR Value	$	4,136,465
Book Value (COST)	$	4,136,465
Market Value	$	4,140,020
Weighted Average Maturity (in years)		**2.19**
Weighted Yield to Maturity*		**4.60%**

*Note: Cash/time deposits not included in WYTM and WAM



Excludes Pooled Investments and U.S. Bank Custodial Cash Account

Portfolio Maturity	PAR Maturing	% Maturing
Under 1 Year	$ -	0%
1 - 2 Years	$ -	0%
2 - 3 Years	$ 246,000	100%
3 - 4 Years	$ -	0%
4 - 5 Years	$ -	0%
Total	$ 246,000	100%

U.S. Treasury Yields - Quarterly Comparison

Maturity	Mar 2026	Dec 2025	Change
3-Month	3.70%	3.67%	0.03%
1-Year	3.68%	3.48%	0.20%
2-Year	3.79%	3.47%	0.32%
3-Year	3.81%	3.55%	0.26%
5-Year	3.92%	3.73%	0.19%
10-Year	4.30%	4.18%	0.12%

2-Year U.S. Treasury Yield - Historical Data

Mar 2026	Mar 2025	Mar 2024	Mar 2023
3.79%	3.89%	4.59%	4.06%

Interest Earnings	FY 24-25	FY 25-26	Change
Jan		**$ 13,669**	**$ 13,669**
Feb		**$ 13,576**	**$ 13,576**
Mar		**$ 13,669**	**$ 13,669**
Total for Quarter	**$ -**	**$ 40,915**	**$ 40,915**

Note: Interest Earnings figures do not include capital gains or losses

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Southfield, MI 48075
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Brokerage
Account Statement

* 0040181 02 AB 0.641 02 TR 00186 X111PD04 000000

Scan for Online Access

March 1, 2026 - March 31, 2026
Account Number: RMB-037441

CITY OF AVENAL
919 SKYLINE BLVD
AVENAL CA 93204-1820

Your Account Executive:
PETER YANEZ

Portfolio at a Glance

	This Period
BEGINNING ACCOUNT VALUE	**$250,110.66**
Withdrawals (Cash & Securities)	-868.08
Dividends, Interest and Other Income	868.08
Net Change in Portfolio[1]	-555.96
ENDING ACCOUNT VALUE	$249,554.70
Estimated Annual Income	$11,316.00

[1] *Net Change in Portfolio is the difference between the ending account value and beginning account value after activity.*

Asset Summary

Percent	Asset Type	Last Period	This Period
100%	Fixed Income/Debt Securities	250,110.66	249,554.70
100%	**Account Total**	**$250,110.66**	**$249,554.70**

Please review your allocation periodically with your Account Executive.
Your Account is 100% invested in Fixed Income/Debt Securities.

Client Service Information

Your Account Executive: FBG	**Contact Information**	**Client Service Information**
PETER YANEZ	**E-Mail:** customerservice@mbssecurities.com	**Service Hours:** Weekdays 09:00 a.m. - 05:00 p.m. (EST) **Client Service Telephone Number:** (800) 967-9045 **Web Site:** WWW.MBSSECURITIES.COM

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Your Account Information

INVESTMENT OBJECTIVE

Investment Objective: NONE SPECIFIED
Please discuss your investment objective with your Account Executive.

TAX LOT DEFAULT DISPOSITION METHOD

Default Method for Mutual Funds:	First In First Out
Default Method for Stocks in a Dividend Reinvestment Plan:	First In First Out
Default Method for all Other Securities:	First In First Out

BOND AMORTIZATION ELECTIONS

Amortize premium on taxable bonds based on Constant Yield Method:	Yes
Accrual market discount method for all other bond types:	Constant Yield Method
Include market discount in income annually:	No

ELECTRONIC DELIVERY

You have **not** enrolled any documents for electronic delivery. The following documents are available for electronic delivery:

Statements and Reports	Notifications	Tax Documents
Trade Confirmations	Prospectus	Proxy/Shareholder Communications

Please log in to your account or contact your Account Executive to make any changes to your electronic delivery preferences.

Income and Expense Summary

	Current Period		Year-to-Date	
	Taxable	Non Taxable	Taxable	Non Taxable
Interest Income				
Bond Interest	868.08	0.00	2,790.24	0.00
Total Income	**$868.08**	**$0.00**	**$2,790.24**	**$0.00**

Portfolio Holdings

Description	Quantity	Market Price	Market Value	Accrued Interest	Estimated Annual Income	Estimated Yield
FIXED INCOME/DEBT SECURITIES 100.00% of Portfolio *(In Maturity Date Sequence)*						
Certificates of Deposit						
SAN FRANCISCO FED CR UN CALIF SH CTF 4.600% 06/09/28 B/E DTD 06/09/23 Security Identifier: 79772FAH9	246,000.0000	101.4450	249,554.70	682.06	11,316.00	4.53%
Total Certificates of Deposit	246,000.0000		$249,554.70	$682.06	$11,316.00	
TOTAL FIXED INCOME/DEBT SECURITIES	**246,000.0000**		**$249,554.70**	**$682.06**	**$11,316.00**	

	Market Value	Accrued Interest	Estimated Annual Income
Total Portfolio Holdings	**$249,554.70**	**$682.06**	**$11,316.00**

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Portfolio Holdings Disclosures

Pricing

This section includes the net market value of the securities in your account on a settlement date basis, including short positions, at the close of the statement period. The market prices, unless otherwise noted, have been obtained from independent vendor services, which we believe to be reliable. In some cases the pricing vendor may provide prices quoted by a single broker or market maker. Market prices do not constitute a bid or an offer, and may differ from the actual sale price. Securities for which a price is not available are marked "N/A" and are omitted from the Total.
THE AS OF PRICE DATE ONLY APPEARS WHEN THE PRICE DATE DOES NOT EQUAL THE STATEMENT DATE.

Estimated Annual Figures

The estimated annual income (EAI) and estimated annual yield (EAY) figures are estimates and for informational purposes only. These figures are not considered to be a forecast or guarantee of future results. These figures are computed using information from providers believed to be reliable; however, no assurance can be made as to the accuracy. Since interest and dividend rates are subject to change at any time, and may be affected by current and future economic, political, and business conditions, they should not be relied on for making investment, trading, or tax decisions. These figures assume that the position quantities, interest and dividend rates, and prices remain constant. A capital gain or return of principal may be included in the figures for certain securities, thereby overstating them. Refer to www.bny.com/pershing/us/en/disclosures.html for specific details as to formulas used to calculate the figures. Accrued interest represents interest earned but not yet received.

Reinvestment

The dollar amount of Mutual Fund distributions, Money Market Fund dividend income, Bank Deposit interest income, or dividends for other securities shown on your statement may have been reinvested. You will not receive confirmation of these reinvestments. Upon written request to your financial institution, information pertaining to these transactions, including the time of execution and the name of the person from whom your security was purchased, may be obtained. In dividend reinvestment transactions, Pershing acts as your agent and receives payment for order flow.

Option Disclosure

Information with respect to commissions and other charges incurred in connection with the execution of option transactions has been included in confirmations previously furnished to you. A summary of this information is available to you promptly upon your written request directed to your introducing firm. In order to assist your introducing firm in maintaining current background and financial information concerning your option accounts, please promptly advise them in writing of any material change in your investment objectives or financial situation. Expiring options which are valuable are exercised automatically pursuant to the exercise by exception procedure of the Options Clearing Corporation. Additional information regarding this procedure is available upon written request to your introducing firm.

Certificates of Deposit

Certificates of Deposit acquired through the Certificate of Deposit Account Registry Service ("CDARS") and held in your brokerage account are subject to Securities Investor Protection Corporation (SIPC) coverage. Please see additional information about SIPC under Important Information and Disclosures on this statement.

Please be advised that the secondary market for CDs is generally illiquid; the actual value of CDs may be different from their purchase price; and a significant loss of principal could result if your CDs are sold prior to maturity. In the event that the CDs listed above do not indicate a market valuation, an accurate market value could not be determined. In the event that a price is listed above for your CDs, Pershing has obtained a price from sources deemed to be reliable or has priced your CDs using a matrix formula. Prices are estimates and the actual value you may obtain for your CD may be different if you elect to sell your CD in the secondary market.

Foreign Currency Transactions

Pershing will execute foreign currency transactions as principal for your account. Pershing may automatically convert foreign currency to or from U.S. dollars for dividends and similar corporate action transactions unless you instruct your financial organization otherwise. Pershing's currency conversion rate will not exceed the highest interbank conversion rate

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Portfolio Holdings Disclosures *(continued)*

Foreign Currency Transactions *(continued)*

identified from customary banking sources on the conversion date or the prior business day, increased by up to 1%, unless a particular rate is required by applicable law. Your financial organization may also increase the currency conversion rate. This conversion rate may differ from rates in effect on the date you executed a transaction, incurred a charge, or received a credit. Transactions converted by agents (such as depositories) will be billed at the rates such agents use.

Proxy Vote

Securities not fully paid for in your margin account may be lent by Pershing to itself or others in accordance with the terms outlined in the Margin Agreement. The right to vote your shares held on margin may be reduced by the amount of shares on loan. The Proxy Voting Instruction Form sent to you may reflect a smaller number of shares entitled to vote than the number of shares in your margin account.

Variable Rate Securities

Interest rate data for certain complex and/or variable rate securities is provided to Pershing by third-party data service providers pursuant to contractual arrangements. Although we seek to use reliable sources of information, the accuracy, reliability, timeliness, and completeness of interest rate data may vary sometimes, particularly for complex and/or variable rate securities and those with limited or no secondary market. As a result, we can offer no assurance as to the accuracy, reliability, timeliness, or completeness of interest rate data for such securities. Pershing may also occasionally make interest rate updates and adjustments based on its reasonable efforts to obtain accurate, reliable, timely, and/or complete interest rate data from other data sources, but we can similarly provide no assurance that those rates or adjustments will be accurate, reliable, timely, or complete.

When updated interest rate data is received from a third-party data service provider or adjusted by Pershing, the updated data will be reflected in various sources where interest rate data is used or viewed, including both paper and electronic communications and data sources. Prior use or communication of interest rate-related data will not be revised. Since variable interest rates may be subject to change at any time and are only as accurate as the data received from third-party data service providers or otherwise obtained by Pershing, interest rate data should not be relied on for making investment, trading, or tax decisions. All interest rate data and other information derived from and/or calculated using interest rates are not warranted as to accuracy, reliability, timeliness, or completeness and are subject to change without notice. Pershing disclaims any responsibility or liability to the fullest extent permitted by applicable law for any loss or damage arising from any reliance on or use of the interest rate data or other information derived from and/or calculated using interest rates in any way. You should request a current valuation for your securities from your financial adviser or broker prior to making a financial decision or placing an order or requesting a transaction in these securities.

Structured Products

Structured products in this section are complex products and may be subject to special risks, which may include, but are not limited to: loss of initial investment; issuer credit risk; limited or no appreciation; risks associated with the underlying reference asset(s); no periodic payments; call prior to maturity (a redemption could affect the yield represented); early redemption fees or other applicable fees; price volatility resulting from issuer's and/or guarantor's credit quality; lower interest rates and/or yield compared to conventional debt with a comparable maturity; unique tax implications; concentration risk of owning the related security; limited or no secondary market; restrictions on transferability; conflicts of interest; and limits on participation in appreciation of underlying asset(s). To review a complete list of risks, please refer to the offering documents for the structured product. For more information about the risks specific to your structured products, you should contact your financial institution or advisor. Certain structured products are designed to make periodic distributions to you and any such structured product distributions you receive will be listed in the Transactions section of your statement. Structured product distributions may be listed there as "Bond Interest Received"; however, this description is not intended to reflect a determination as to either the asset classification of the product or the U.S. tax treatment of such distributions.

Activity Summary *(All amounts shown are in base currency)*

	Credits This Period	Debits This Period	Net This Period	Credits Year-to-Date	Debits Year-to-Date	Net Year-to-Date
Dividends and Interest	**$868.08**	**$0.00**	**$868.08**	**$2,790.24**	**$0.00**	**$2,790.24**
Cash						
Withdrawals	0.00	-868.08	-868.08	0.00	-2,790.24	-2,790.24

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Activity Summary (continued)

	Credits This Period	Debits This Period	Net This Period	Credits Year-to-Date	Debits Year-to-Date	Net Year-to-Date
Total Cash	$0.00	-$868.08	-$868.08	$0.00	-$2,790.24	-$2,790.24
Totals	$868.08	-$868.08	$0.00	$2,790.24	-$2,790.24	$0.00

Transactions by Type of Activity

rocess/ ettlement ate	Activity Type	Description	Quantity	Price	Accrued Interest	Amount	Currency
ividends and Interest							
3/09/26	BOND INTEREST RECEIVED 79772FAH9	246000 SAN FRANCISCO FED CR UN CALIF SH CTF 4.600% 06/09/28 B/E DTD 06/09/23 RD 02/22 PD 03/09/26				868.08	USD
otal Dividends and Interest					$0.00	$868.08	USD
ash Withdrawals and Deposits							
3/18/26	ELECTRONIC TRANSACTION USD999997	INCOME DISTRIBUTION ACH FAMILIES AND SCHOOLS TOGETHER				-868.08	USD
otal Cash Withdrawals and Deposits					$0.00	-$868.08	USD
otal Value of Transactions					$0.00	$0.00	USD

e price and quantity displayed may have been rounded.

Messages

hough a money market mutual fund (money fund) seeks to preserve the value of your investment at $1 per share, it is possible to lose money by investing in a money fund. The ney fund's sponsor has no legal obligation to provide financial support to a money fund, and you should not expect that the sponsor will provide financial support to a money fund any time. Although no money fund's board has current intentions to impose a fee upon the sale of shares, each board reserves the ability to impose liquidity fees if it determines it's he best interest of the fund. Pursuant to SEC Rule 10b-10(b)(1) confirmations are not sent for purchases into money funds processed on the sweep platform. Pursuant to applicable ulation, account statements will be produced monthly or quarterly. Federal Deposit Insurance Corporation (FDIC) eligible bank deposit sweep products automatically deposit any ilable cash into FDIC member banks where those balances are eligible for pass through FDIC insurance coverage on swept balances. Balances in FDIC member banks in bank osit sweep products are not protected by Securities Investor Protection Corporation (SIPC). Shares of a money fund or the balance of a bank deposit product held in your kerage account may be liquidated upon request with the proceeds credited to your brokerage account. Please see the money fund's prospectus or the bank deposit product's losure document or contact your advisor for additional information.

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PERSHING LLC (BNY PERSHING) ANNUAL DISCLOSURE OF IMPORTANT INFORMATION

BNY Pershing, as the custodian for your accounts, is required to disclose certain information to you on an annual basis. This document contains those disclosures.

ACCOUNT-RELATED ACTIVITY DISCLOSURES

FEDERAL AND STATE TAX WITHHOLDING FOR RETIREMENT ACCOUNTS

You may, at any time, by contacting your firm, designate or change the federal and state income tax withholding election for distributions from your individual retirement account, 403(b)(7) custodial account or qualified retirement plan. If you do not have enough federal or state income tax withheld, you may be responsible for payment of estimated taxes. Penalties and interest may also apply.

SPECIAL NOTE FOR NON-U.S. ACCOUNTS

With respect to assets custodied by BNY Pershing on your behalf, income and capital gains or distributions to you from your account may be taxable in your home jurisdiction and/or country of tax residence. Please consult your tax advisor for the appropriate tax treatment of your transactions.

NEGATIVE INTEREST RATES

In response to certain extraordinary economic conditions, some foreign countries have implemented a negative interest rate policy to stabilize their economies. Under such a policy, a central bank charges banks a fee to hold reserves, and, as a result, the banks then charge depositors a fee to maintain their deposits. Historically, the U.S. has not adopted policies resulting in negative interest rates, and there is no indication that the Federal Reserve Board plans to adopt such a policy in the future. If, however, such a policy is adopted in the U.S., banks may begin to charge fees to maintain deposits, which could result in fees being applied to certain balances such as those held through products like bank deposit sweep products. In such an event, a fee could be charged for maintaining deposits in certain scenarios.

TRADING ACTIVITY DISCLOSURES

PAYMENT FOR ORDER FLOW PRACTICES

BNY Pershing sends equity orders to exchanges or broker- dealers for execution. Some of these market centers provide payments to BNY Pershing or charge access fees depending upon the characteristics of the order and execution. Orders executed on one or more exchange(s) will either earn a rebate or be assessed an access fee based on each exchange's published fee schedule, which can typically be found on each exchange's web site. Exchange listed equity orders routed to an over the counter (OTC) market maker typically earn a cash payment per share for or per executed order with certain exclusions for OTC securities. The details of these payments and fees are available upon written request. BNY Pershing receives payments for directing U.S. exchange listed options order flow to broker-dealers using Smart Order Routing technology, which allows BNY Pershing to access price improvement auctions on the various options exchanges. Generally, BNY Pershing receives a per-option contract cash payment. This disclosure only applies to orders routed to BNY Pershing, for further routing and handling, by your firm. For a list of organizations that pay BNY Pershing for nondirected order flow, please visit www.orderroutingdisclosure.com. BNY Pershing executes certain equity orders with a fractional share component as principal. All orders with a fractional share component will be treated as "Not Held", which allows BNY Pershing to execute the order without being held to the current national best bid and offer.

BEST EXECUTION

BNY Pershing selects certain market centers for routing non-directed orders that provide automated execution of substantially all electronically transmitted orders in exchange-listed equity securities and/or price improvement opportunities in exchange listed and certain OTC equity securities. In the case of U.S. listed options BNY Pershing selects certain wholesale brokers for routing non directed orders that provide access to option exchange price improvement auctions. The designated market centers and wholesale brokers to which orders are routed are selected based on the following:

- The consistent high quality of their executions in one or more market segments;
- Their ability to provide opportunities for executions at prices superior to the national best bid and offer (NBBO);

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Messages (continued)

- Service, technology reliability, accessibility, speed of execution; and
- Cost and counterparty credit worthiness

BNY Pershing regularly reviews reports for execution quality and other factors. BNY Pershing routes orders to their hosted room, BNYX. BNYX is managed by IntelligentCross. All orders are traded at the midpoint and monitored by the Client Execution Quality team for Best Execution. Additional fees may be included in foreign market transactions. Additional fees for benchmark strategies in Exchange Traded Products (ETPs) may be included. Details on additional fees will be furnished upon request.

PERSHING LLC (BNY PERSHING) ANNUAL DISCLOSURE OF IMPORTANT INFORMATION

BNY Pershing, as the custodian for your accounts, is required to disclose certain information to you on an annual basis. This document contains those disclosures.

ACCOUNT-RELATED ACTIVITY DISCLOSURES

MARGIN DISCLOSURE

Securities held in your margin account will be used as collateral for margin loans made to you. Some firms increase the rate of interest BNY Pershing charges on margin loans and in those cases, BNY Pershing and your firm share in the interest you pay. If the securities in your margin account decline in value, your financial organization or BNY Pershing can take action, such as issuing a margin call and/or selling securities or other assets in any of your accounts held with BNY Pershing to maintain the required equity in the margin account. It is important that you fully understand the risks involved in purchasing securities on margin. These risks include:

- You may lose more funds or securities than you deposited in your margin account;
- Your financial organization or BNY Pershing may force the sale of securities or other assets in your account(s);
- Your financial organization or BNY Pershing can sell your securities or other assets in your account(s) without contacting you;
- You are not entitled to choose which securities or other assets in your account(s) are to be liquidated or sold to meet a margin call;
- Your financial organization or BNY Pershing can increase its maintenance margin requirements at any time without advance written notice to you; and
- You are not entitled to an extension of time on a margin call.

Your Margin Agreement with BNY Pershing and your firm outlines your important obligations. The Margin Agreement is a legally binding contract, and it cannot be modified by conduct. The failure on the part of BNY Pershing or your firm at any time to enforce its rights under the Margin Agreement will not, in any way, be deemed to waive, modify or relax any of the rights granted to BNY Pershing or your firm to deal with the collateral on all loans advanced to you.

COVERED AGENCY TRANSACTIONS

Covered Agency Transactions include (1) To Be Announced Transactions, inclusive of adjustable-rate mortgage transactions, (2) Specified Pool Transactions and (3) transactions in Collateralized Mortgage Obligations (CMO), issued in conformity with a program of an agency or Government-Sponsored Enterprise, with a forward settlement date. If your financial Institution transacts in one of these securities with a Non-Netting FICC member, BNY Pershing, a BNY company is not a party to these transactions and cannot guarantee settlement. If your financial institution were to encounter financial difficulty prior to the security converting to an industry (street) CUSIP BNY Pershing will not be obligated to clear and settle those transactions.

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SUBSTITUTE PAYMENT REIMBURSEMENT

As permitted under your Margin Agreement, BNY Pershing may lend securities in your account when there is a debit balance. You are not entitled to receive a dividend when your securities are on loan over an ex-dividend date. BNY Pershing may issue a substitute payment in lieu of the dividend and compensate you for the tax difference. A substitute payment received in lieu of a dividend may be eligible for a reimbursement to your account only if the account is open on the reimbursement date. Please note that these reimbursements are: (1) credited at BNY Pershing's discretion; (2) subject to change; and (3) may be eliminated without advance notification. BNY Pershing suggests that you contact your tax advisor to discuss the treatment of substitute payments.

SUBSTITUTE PAYMENT ON MUNICIPAL BOND INTEREST

Due to operational or other technical issues that BNY Pershing, or your introducing firm may be experiencing, one or more of the municipal securities reflected in your account may not be in BNY Pershing's possession and or control. If the municipal security is not in BNY Pershing's possession and/or control by the next regularly scheduled interest payment, a taxable substitute payment in lieu of tax-exempt municipal bond interest may have been paid. BNY Pershing suggests that you contact your tax advisor to discuss the treatment of substitute payments.

CASH BALANCE/"FLOAT" DISCLOSURE

BNY Pershing obtains a financial benefit attributable to the cash balances in any account (including Employee Retirement Income Security Act accounts that are held by BNY Pershing) for the exclusive benefit of clients. BNY Pershing routinely performs required regulatory calculations which results in an amount of client cash balances being segregated from firm cash in order to protect customer assets. BNY Pershing realizes a financial benefit from this segregated cash position, typically in the form of interest earned on such balances. These cash balances in client accounts typically result from: (1) cash awaiting investment; or (2) cash pending distribution. With respect to cash awaiting investment (e.g., new contributions), BNY Pershing obtains a financial benefit until the funds are automatically invested into a money market fund or bank deposit sweep product ("Sweep Product") or are used for other purposes, such as to purchase securities. If your account agreement provides for the automatic investment into a Sweep Product, such investment will take place on the day after the receipt of cash (and the financial benefit will be one day), unless timely instructions are received to manually purchase the Sweep Product on the same day that cash is received, which may be accommodated in certain cases. If your account agreement does not provide for automatic investment into a Sweep Product, no automatic investment will occur until the day after the appropriate instructions are added to your account by your firm. When BNY Pershing receives a request for a distribution by check, the account is charged (debited) on the date the check is written. BNY Pershing mails disbursement checks on the same day that they are written. BNY Pershing may obtain the financial benefit described above from the date the check is written until the date the check is presented for payment, the timing of which is beyond BNY Pershing's control. When a distribution is requested using an Automated Clearing House instruction, BNY Pershing receives a one-day financial benefit in connection with the distribution. If the distribution is made using the Federal Reserve wire system, *BNY Pershing receives no financial benefit in connection with the distribution.*

PERSHING LLC (BNY PERSHING) ANNUAL DISCLOSURE OF IMPORTANT INFORMATION

BNY Pershing, as the custodian for your accounts, is required to disclose certain information to you on an annual basis. This document contains those disclosures.

GENERAL DISCLOSURES

STATEMENT OF FINANCIAL CONDITION DATED DECEMBER 31, 2025

On December 31, 2025, BNY Pershing regulatory net capital of $3.97 billion was 19.61% of aggregate debit items and $3.57 billion in excess of the minimum requirement. A complete copy of the December 31, 2025 Statement of Financial Condition is available at www.bny.com/pershing/us/en/statement-of-financial-condition. You may request a free printed copy by calling (888) 860-8510.

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Messages (continued)

RESPONSIBILITIES OF BNY PERSHING

BNY Pershing is a clearing broker that provides clearing, custody, execution services and other financial solutions to registered broker dealers that introduce clients to us. Your firm has the primary responsibility for contact and communication with you and is also responsible for account opening document review, approval and investment advice.

ANTI-MONEY LAUNDERING, FIGHTING TERRORISM, AND OFAC

To help the government fight the funding of terrorism and money laundering activities, financial organizations are required by federal law to obtain, verify, and record information that identifies each individual or entity that opens an account or requests credit. What this means for individuals: When an individual opens an account or requests credit, we will ask for that person's name, residence address, date of birth, tax identification number and other information that allows us to identify them. We may also ask to see a driver's license, passport or other identifying documents. What this means for other legal entities: When a corporation, partnership, trust or other legal entity opens an account or requests credit, we will ask for the entity's name, physical address, tax identification number and other information that will allow us to identify the entity. If applicable, the same information will be collected about the beneficial owner(s) of the entity. We may also ask for certain identifying documents, such as certified articles of incorporation, partnership agreements or a trust instrument. The Department of Treasury's Office of Foreign Assets Control (OFAC) administers and enforces economic sanctions programs implemented by the government. BNY Pershing is required to comply with all OFAC sanctions. This may include blocking or rejecting transactions or funds of certain individuals and entities if it reasonably believes violates any of the OFAC sanctions programs.

SECURITIES INVESTOR PROTECTION CORPORATION® (SIPC®) INFORMATION

Information regarding SIPC, including a SIPC brochure, may be obtained by contacting SIPC via its website at www.sipc.org or by telephone at (202) 371-8300. An investment in a bank deposit program insured by the Federal Deposit Insurance Corporation (FDIC) is covered by FDIC insurance (up to allowable limits), but not eligible for SIPC coverage. Please review your statement for additional information on the sweep product in your brokerage account(s).

FINANCIAL INDUSTRY REGULATORY AUTHORITY® (FINRA®) INVESTOR EDUCATION AND PROTECTION

An investor brochure that includes information describing FINRA BrokerCheck® may be obtained from FINRA at www.finra.org. The FINRA BrokerCheck hotline number is (800) 289-9999.

MUNICIPAL SECURITIES RULEMAKING BOARD® (MSRB®) RULE G-10 INVESTOR AND MUNICIPAL ADVISORY CLIENT EDUCATION AND PROTECTION

An investor brochure that describes the protections available under MSRB rules and instructions on how to file a complaint with an appropriate regulatory authority can be found on the MSRB website at www.msrb.org. BNY Pershing is registered with the Securities and Exchange Commission (SEC), MSRB and is a member of FINRA and the New York Stock Exchange (NYSE).

BUSINESS CONTINUITY

BNY Pershing maintains a business continuity plan that includes geographically dispersed data centers and processing facilities. The plan is reviewed annually and updated as necessary. The plan outlines the actions BNY Pershing will take in the event of an incident, including:

- Continuous processing support by personnel located in unaffected facilities;
- Relocating technology or operational personnel to alternate regional facilities; and

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Messages (continued)

- Switching of technology processing to an alternate regional data center.

All BNY Pershing operational facilities are equipped for resumption of business and are tested. In circumstances within BNY Pershing's control, it is BNY Pershing's objective to resume business within four (4) hours or less, depending upon the availability of external resources. If your firm experiences a significant business interruption, you may contact BNY Pershing directly to process limited trade- related transactions, cash disbursements and security transfers. Instructions to BNY Pershing must be in writing to general.customer.service@bny.com or by mail to Pershing LLC, P.O. Box 2065, Jersey City, NJ 07303-2065. For additional information about how to request funds and securities when your firm cannot be contacted due to a significant business interruption, please access the information located in the Business Continuity and Other Disclosures link on the BNY Pershing website at www.bny.com/pershing/us/en/disclosures. You may also call (201) 413-3635 for recorded instructions.

PROHIBITION AGAINST UNLAWFUL INTERNET GAMBLING

In accordance with the Unlawful Internet Gambling Enforcement Act (Act), transactions associated with unlawful internet gambling are prohibited. Specifically, the Act "prohibits any person engaged in the business of betting or wagering from knowingly accepting payments in connection with the participation of another person in unlawful internet gambling." Accordingly, you must not initiate or receive wire transfers, checks, drafts or other debit/credit transactions that are restricted by the Act. For more information, please refer to https://www.federalreserve.gov/newsevents/pressreleases/bcreg20081112b.htm.

IMPORTANT NOTICE FOR CALIFORNIA RESIDENTS

Pursuant to California state law (Part 3, Title 10 Chapter 7), as custodian of your assets, BNY Pershing may be required to transfer your assets to the state of California if no activity occurs within the statutorily defined time period. The state law defines the time period to be 36 months, during which time there is no activity within the account or communication between the account owner and the financial organization.

Cash Not Yet Received

Security	Record Date	Payable Date	Quantity Held	Rate	Dividend Option	Amount of Payment
Interest						
SAN FRANCISCO FED CR UN CALIF SH CTF 4.600% 06/09/28 B/E	03/25/26	04/09/26	246,000.0000	0.003907	Cash	961.08
Total Cash Not Yet Received						**$961.08**

Assets shown here are not reflected in your account. This information has been received from sources we believe to be reliable. Pershing does not guarantee the accuracy of the information.

Important Information and Disclosures

The Role of Pershing

- **Pershing LLC, member FINRA, NYSE, carries your account as clearing broker pursuant to a clearing agreement with your financial institution.** Pershing is not responsible or liable for any acts or omissions of your financial institution or its employees and it does not supervise them. Pershing provides no investment advice nor does it assess the suitability of any transaction or order. Pershing acts as the agent of your financial institution and you agree that you will not hold Pershing or any person controlling or under common control with it liable for any investment losses incurred by you.
- Pershing performs several key functions at the direction of your financial institution. It acts as custodian for funds and securities you may deposit with it directly or through your

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Important Information and Disclosures *(continued)*

The Role of Pershing *(continued)*

financial institution or that it receives as the result of securities transactions it processes.

- Your financial institution is responsible for adherence to the securities laws, regulations and rules which apply to it regarding its own operations and the supervision of your account, its sales representatives and other personnel. Your financial institution is also responsible for approving the opening of accounts and obtaining account documents; the acceptance and, in certain instances, execution of securities orders; the assessment of the suitability of those transactions, where applicable; the rendering of investment advice, if any, to you and in general, for the ongoing relationship that it has with you.
- Inquiries concerning the positions and balances in your account may be directed to the **Pershing Customer Service Department at (201) 413-3333.** All other inquiries regarding your account or activity should be directed to your financial institution. Your financial organization's contact information can be found on the first page of this statement.
- For a description of other functions performed by Pershing please consult the Disclosure Statement provided to you upon the opening of your account. This notice is not meant as a definitive enumeration of every possible circumstance, but as a general disclosure. If you have any questions regarding this notice or if you would like additional copies of the Disclosure Statement, please contact your financial institution.
- Pershing is a member of the Securities Investor Protection Corporation (SIPC®). Please note that SIPC does not protect against loss due to market fluctuation. An explanatory brochure is available upon request at www.sipc.org. In addition to SIPC protection, Pershing provides coverage in excess of SIPC limits. For more detailed information please visit: www.bny.com/pershing/us/en/about/strength-and-stability.html
- This statement will be deemed conclusive. You are advised to report any inaccuracy or discrepancy (including unauthorized trading) promptly, but no later than ten days after receipt of this statement, to your financial organization and Pershing. Please be advised that any oral communication should be re-confirmed in writing to further protect your rights, including your rights under the Securities Investor Protection Act.
- Your financial organization's contact information can be found on the first page of this statement. Pershing's contact information is as follows: **Pershing LLC, Legal Department, One Pershing Plaza, Jersey City, New Jersey 07399; (201) 413-3330.** Errors and Omissions excepted.

Important Arbitration Disclosures

- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

Important Arbitration Agreement

Any controversy between you and Pershing LLC shall be submitted to arbitration before the Financial Industry Regulatory Authority. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action, who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until; (I) the class certification is denied; (II) the class is decertified; or (III) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. The laws of the State of New York govern.

Pershing's contact information is as follows: **Pershing LLC, Legal Department, One Pershing Plaza, Jersey City, New Jersey 07399; (201) 413-3330.**

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TERMS AND CONDITIONS

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- WHENEVER YOU ARE INDEBTED TO PERSHING LLC ("BNY PERSHING") FOR ANY AMOUNT, ALL SECURITIES HELD BY IT FOR YOU IN ANY ACCOUNT IN WHICH YOU HAVE ANY INTEREST SHALL SECURE ALL YOUR LIABILITIES TO BNY PERSHING, AND BNY PERSHING MAY IN ITS DISCRETION AT ANY TIME, WITHOUT TENDER, DEMAND OR NOTICE TO YOU, CLOSE OR REDUCE ANY OR ALL OF YOUR ACCOUNTS BY PUBLIC OR PRIVATE SALE OR PURCHASE OR BOTH OF ALL OR ANY SECURITIES CARRIED IN SUCH ACCOUNTS; ANY BALANCE REMAINING DUE BNY PERSHING TO BE PROMPTLY PAID BY YOU.
- WHENEVER YOU ARE INDEBTED TO BNY PERSHING FOR ANY AMOUNT, ALL SECURITIES CARRIED FOR YOUR ACCOUNT ARE OR MAY BE, WITHOUT FURTHER NOTICE TO YOU, LOANED OR PLEDGED BY BNY PERSHING, EITHER SEPARATELY OR UNDER CIRCUMSTANCES WHICH WILL PERMIT THE COMMINGLING THEREOF, WITH OTHER SECURITIES FOR ANY AMOUNT LESS THAN, EQUAL TO OR GREATER THAN YOUR LIABILITIES TO BNY PERSHING, BUT NOT UNDER CIRCUMSTANCES FOR AN AMOUNT PROHIBITED BY LAW.
- BNY PERSHING MAY TRADE FOR ITS OWN ACCOUNT AS A MARKET MAKER, SPECIALIST, ODD LOT DEALER, BLOCK POSITIONER, ARBITRAGEUR, OR INVESTOR. CONSEQUENTLY, AT THE TIME OF ANY TRANSACTION YOU MAY MAKE, BNY PERSHING MAY HAVE A POSITION IN SUCH SECURITIES, WHICH POSITION MAY BE PARTIALLY OR COMPLETELY HEDGED.
- IF AVERAGE PRICE TRANSACTION IS INDICATED ON THE FRONT OF THIS STATEMENT YOUR FINANCIAL INSTITUTION OR BNY PERSHING MAY HAVE ACTED AS PRINCIPAL, AGENT, OR BOTH. DETAILS AVAILABLE UPON REQUEST.
- A FINANCIAL STATEMENT OF BNY PERSHING IS AVAILABLE FOR YOUR PERSONAL INSPECTION AT BNY PERSHING'S OFFICES. A COPY OF IT WILL BE MAILED UPON YOUR WRITTEN REQUEST OR YOU CAN VIEW IT ONLINE AT www.bny.com/pershing.
- FOR BUSINESS CONTINUITY AND ADDITIONAL DISCLOSURES: www.bny.com/pershing/us/en/disclosures.html
- THIS STATEMENT SHOULD BE RETAINED FOR YOUR RECORDS.

TRANSACTIONS

- ALL ORDERS AND TRANSACTIONS SHALL BE SOLELY FOR YOUR ACCOUNT AND RISK SHALL BE SUBJECT TO THE CONSTITUTION, RULES, REGULATIONS, CUSTOMS, USAGES, RULINGS AND INTERPRETATIONS OF THE EXCHANGE OR MARKET AND THE CLEARING FACILITY, IF ANY, WHERE THE TRANSACTIONS ARE EXECUTED AND/OR SETTLED, OR IF APPLICABLE, OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY AND TO ALL APPLICABLE LAWS AND REGULATIONS.
- TITLE TO SECURITIES SOLD TO YOU, WHERE BNY PERSHING HAS ACTED AS PRINCIPAL, SHALL REMAIN WITH BNY PERSHING UNTIL THE ENTIRE PURCHASE PRICE IS RECEIVED OR UNTIL THE SETTLEMENT DATE, WHICHEVER IS LATER.
- YOU MAY HAVE RECEIVED CONFIRMATIONS FOR TRANSACTIONS WHICH DO NOT APPEAR ON YOUR STATEMENT. IF SO, THE TRANSACTIONS WILL APPEAR ON YOUR NEXT PERIODIC STATEMENT. SUCH TRANSACTIONS MUST BE CONSIDERED BY YOU WHEN COMPUTING THE VALUE OF YOUR ACCOUNT. THIS IS ESPECIALLY TRUE IF YOU HAVE WRITTEN OPTIONS WHICH HAVE BEEN EXERCISED.

FREE CREDIT BALANCES: ANY FREE CREDIT BALANCE CARRIED FOR YOUR ACCOUNT REPRESENTS FUNDS PAYABLE UPON *DEMAND WHICH, ALTHOUGH PROPERLY ACCOUNTED FOR ON BNY PERSHING'S BOOKS OF RECORD, ARE NOT SEGREGATED* AND MAY BE USED IN THE CONDUCT OF ITS BUSINESS.

DEBIT BALANCES: INTEREST CHARGED ON DEBIT BALANCES IN YOUR ACCOUNT APPEARS ON THE STATEMENT. THE RATE OF INTEREST AND PERIOD COVERED ARE INDICATED. THE RATE MAY CHANGE FROM TIME TO TIME DUE TO FLUCTUATIONS IN MONEY RATES OR OTHER REASONS. INTEREST IS COMPUTED AS DESCRIBED IN MATERIAL PREVIOUSLY FURNISHED TO YOU. PLEASE CONTACT YOUR FINANCIAL INSTITUTION IF YOU DESIRE ADDITIONAL COPIES.

MARGIN INFORMATION: IF YOU MAINTAIN A MARGIN ACCOUNT, THIS IS A COMBINED STATEMENT OF YOUR GENERAL ACCOUNT AND A SPECIAL MEMORANDUM ACCOUNT MAINTAINED FOR YOU UNDER REGULATION T OF THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM. THE PERMANENT RECORD OF THE SEPARATE ACCOUNT AS REQUIRED BY REGULATION T IS AVAILABLE FOR YOUR INSPECTION UPON REQUEST.

TAX INFORMATION

- AFTER YEAR END, BNY PERSHING IS REQUIRED TO PROVIDE TAX INFORMATION TO THE INTERNAL REVENUE SERVICE AND OTHER GOVERNMENTAL AUTHORITIES. AT THAT TIME BNY PERSHING WILL PROVIDE THAT INFORMATION ON THE ANNUAL TAX INFORMATION STATEMENT TO YOU; USE THAT STATEMENT TO PREPARE YOUR TAX FILINGS. THE TAX STATEMENT ALSO INCLUDES OTHER USEFUL INFORMATION TO ASSIST IN ACCUMULATING THE DATA TO PREPARE YOUR TAX RETURNS.
- DIVIDENDS, INTEREST AND OTHER DISTRIBUTIONS SHOWN ON THIS STATEMENT WERE CLASSIFIED AS TAXABLE OR NONTAXABLE BASED ON CERTAIN INFORMATION KNOWN AS OF THE DISTRIBUTION DATE. THIS CLASSIFICATION IS SUBJECT TO CHANGE AND IS SOLELY INTENDED FOR USE AS GENERAL INFORMATION.
- BNY PERSHING DOES NOT PROVIDE TAX, INVESTMENT OR LEGAL ADVISORY SERVICES AND NO ONE ASSOCIATED WITH BNY PERSHING IS AUTHORIZED TO RENDER SUCH ADVICE. DO NOT RELY UPON ANY SUCH ADVICE, IF GIVEN. INVESTORS ARE ENCOURAGED TO CONSULT THEIR TAX ADVISORS TO DETERMINE THE APPROPRIATE TAX TREATMENT OF THEIR BUSINESS.

PAYMENT FOR ORDER FLOW AND ORDER ROUTING POLICY DISCLOSURES (REGULATION NMS – RULE 607 (A) (1) – (2))

BNY PERSHING SENDS EQUITY AND OPTION ORDERS TO EXCHANGES, OR BROKER–DEALERS AS MARKET MAKERS OR AUTOMATED TRADING SYSTEMS (ATSS). CERTAIN OF THESE VENUES PROVIDE PAYMENTS TO BNY PERSHING OR CHARGE ACCESS FEES TO BNY PERSHING DEPENDING UPON THE CHARACTERISTICS OF THE ORDER AND ANY SUBSEQUENT EXECUTION. THE DETAILS OF THESE PAYMENTS AND FEES ARE AVAILABLE UPON WRITTEN REQUEST. COMPENSATION IS GENERALLY IN THE FORM OF A PER SHARE OR PER OPTION CONTRACT CASH PAYMENT. IN ADDITION, BNY PERSHING EXECUTES CERTAIN TRANSACTIONS IN EQUITY PREFERRED SECURITIES AND FRACTIONAL SHARES AS PRINCIPAL. BNY PERSHING ALSO ROUTES CERTAIN EQUITY ORDERS TO ITS AFFILIATE, BNY MELLON CAPITAL MARKETS, LLC, FOR EXECUTION AS PRINCIPAL.

BEST EXECUTION: NOTWITHSTANDING THE PREVIOUS PARAGRAPH REGARDING PAYMENT FOR ORDER FLOW, BNY PERSHING SELECTS CERTAIN MARKET CENTERS TO PROVIDE EXECUTION OF OVER-THE-COUNTER AND EXCHANGE-LISTED SECURITIES TRANSACTIONS WHICH AGREE TO ACCEPT ORDERS, TRANSMITTED ELECTRONICALLY UP TO A SPECIFIED SIZE, AND TO EXECUTE THEM AT OR BETTER THAN THE NATIONAL BEST BID OR OFFER (NBBO). IN CERTAIN SECURITIES THAT ARE NOT ELECTRONICALLY QUOTED, BNY PERSHING DIRECTLY CONTACTS MARKET CENTERS TO OBTAIN AN EXECUTION. THE DESIGNATED MARKET CENTERS TO WHICH ORDERS ARE AUTOMATICALLY ROUTED ARE SELECTED BASED ON THE CONSISTENT HIGH QUALITY OF THEIR EXECUTIONS AND THEIR ABILITY TO PROVIDE OPPORTUNITIES FOR EXECUTIONS AT PRICES SUPERIOR TO THE NBBO. BNY PERSHING ALSO REGULARLY REVIEWS REPORTS FOR QUALITY OF EXECUTION PURPOSES.

IF ANY OF THE ABOVE TERMS AND CONDITIONS ARE UNACCEPTABLE TO YOU, PLEASE NOTIFY BNY PERSHING IMMEDIATELY IN WRITING BY CERTIFIED MAIL TO ONE PERSHING PLAZA, JERSEY CITY, NJ 07399, ATTN: LEGAL DEPT

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AVENAL POLICE DEPARTMENT

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

Chief's Monthly Report
April 24, 2026

Organizational Priorities

I. Leadership Stability

- **Commander Rij Completes POST Management School**

Commander Edward Rij has successfully completed the POST Management Course. This training is designed to strengthen executive-level leadership skills, focusing on strategic planning, organizational management, and decision-making in complex environments. His completion of this course further enhances the department's leadership foundation and ensures continued alignment with best practices in modern policing.

- **Detective Corporal Ramos Advancing Professional Development**

Detective Corporal Ramos attended Institute of Criminal Investigation (ICI) Gang Training, expanding his expertise in gang intelligence, trends, and enforcement strategies. He is also currently in the process of completing the POST Supervisor Course, which will further develop his leadership and supervisory capabilities within the organization.

II. Recruit and Retain the Best

- **Ongoing Recruitment Efforts**

The department continues to actively recruit qualified candidates to maintain strong staffing levels and ensure long-term organizational stability.

- **Background Process Update**

One applicant remains in the background investigation phase. We remain optimistic about successfully moving this candidate forward in the hiring process.

- **Staffing Status**

At this time, the department has no officers assigned to Field Training, reflecting a stable staffing level with personnel fully deployed in their respective assignments.

- **Investigations Unit Development**

The department currently maintains adequate staffing levels, including a fully functioning Investigations Unit. Detective Martinez is scheduled to attend the ICI Core Investigators Course in May, which will further strengthen investigative capabilities through advanced training in case management, evidence handling, and investigative techniques.

III. International Model of Community Trust

- **Community Engagement and Outreach**

    - Participated in the Avenal High School Career Day Expo, engaging with students and providing insight into careers in law enforcement.
    - Hosted a booth at the City of Avenal Annual Easter Egg Hunt, where staff provided informational materials and community-focused resources while engaging with families.
    - Assisted with the Underdogs Boxing Event, ensuring public safety while also building positive relationships through direct interaction with community members.
    - Assisted with the Autism Run to ensure public safety for all participants.
    - Assisted with the Autism Awareness & Acceptance Cruise and Car Show ensuring public safety while also building positive relationships through direct interaction with community members.

- **Upcoming Community Event**

    - The department will host a **Community Block Party** on **April 25, 2026, from 4:00 PM to 8:00 PM** in the 200 block of King Street. This event is designed to promote positive police-community interaction in a relaxed and engaging environment.

- **Grant-Funded Community Presentations**

    - The department will be announcing upcoming **SCIP and CHP grant-funded presentations**, which will be conducted in Spanish to better serve our community.
    - These presentations will focus on firearm safety, secure storage, and DUI prevention, and will include the distribution of gun locks and educational materials.

- **Explorer Program Integration**

    - Following the recent introduction of the Explorer Program to the City Council, Explorers will now be incorporated into community events and outreach efforts.
    - This initiative not only supports youth development and mentorship but also strengthens long-term community trust while helping meet grant-related outreach objectives.

IV. Among the Safest Cities in America

- **Continued Focus on Violent Crime Reduction**

As previously presented in the March Chief's Report, the department continues to make measurable progress in addressing violent crime. We remain committed to the proactive strategies that have contributed to these improvements and will continue building on those efforts.

- **Firearm Enforcement Efforts**

The department remains proactive in removing illegal firearms from the streets, as reflected in recent enforcement actions and public communications. These efforts are critical in reducing violent crime and enhancing community safety.

- **Regional Partnerships**

Our continued partnership with the Kings County Major Crimes Task Force, including the assignment of one of our detectives, strengthens the partnerships with neighboring law enforcement agencies and enhances our ability to combat serious crime throughout Kings County together.

- **Flock Safety Camera System Update**

The department is still awaiting final approval from Caltrans for the installation of the remaining Flock Safety cameras. Once approval is received, we will move forward with deployment to enhance investigative capabilities and crime prevention efforts.

- **CAD System Procurement**

We continue to explore solutions for the procurement and implementation of a new Computer-Aided Dispatch (CAD) system. This system will improve operational efficiency, data accuracy, and coordination between field personnel and support staff.

V. Embrace Wellness Among Our Employees

- **Commitment to Employee Wellness**

The department remains committed to fostering a positive and supportive work environment where employees feel valued and connected to the organization’s mission.

- **Organizational Culture and Purpose**

Leadership continues to emphasize a culture where employees understand their purpose and feel fulfilled both personally and professionally. This approach supports not only individual well-being but also overall organizational effectiveness.

- **Sustainable Performance and Balance**

By promoting a healthy balance between professional responsibilities and personal well-being, we ensure our personnel are positioned to perform at their highest level while maintaining long-term resilience.

Data for 2026

Month	Calls for Service	Officer Initiated Activity	Citations	Traffic Collisions	Arrests
January	818	533	20	3	25
February	820	525	18	1	24
March	909	598	31	5	17
April	464	279	22	1	14
May					
June					
July					
August					
September					
October					
November					
December					

Update from the Chief's Desk

The City of Avenal has undertaken a comprehensive and strategic effort to establish an independent municipal fire department. This initiative is focused on improving local control, enhancing emergency response capabilities, and building a sustainable, community-centered public safety organization from the ground up. As the Fire Chief, I have taken significant steps toward this objective in the past few weeks. While we are moving quickly towards this objective, I remain focused on achieving our future goals to continue towards establishing an operational fire department. Below are some key operational updates and forward focused goals moving forward.

- **ORGANIZATIONAL DEVELOPMENT**: Foundational organizational development has been completed, including the establishment of a leadership structure and administrative framework to guide operations. A rank structure consisting of Assistant Fire Chief, Fire Captain, and Fire Engineer classifications has been developed, along with supporting job descriptions, recruitment materials, and hiring strategies aligned with regional standards and best practices. Recruitment for the full-time paid Fire Captain and Fire Engineer Positions were announced on 04/10/2026 with applications already being accepted and the Assistant Chief positions is moving towards a conditional offer. I have recently coordinated with a vendor to provide an appropriate Resource Management System (RMS) and Learning Management System (LMS) to ensure proper fire reporting, logistical accountability, fire prevention and fleet records, as well as training initial and continuing education requirements. Lastly, I have started the process of applying for our NERIS and MACS identification number with the federal, state, and local government bodies.

- **STAFFING AND DEPLOYMENT MODELING:** Extensive work has been completed around staffing and deployment modeling. Multiple configurations, including 2-0, 3-0, and 4-0 staffing models, have been analyzed to balance operational effectiveness with fiscal responsibility. These efforts included detailed evaluations of overtime impacts, backfill strategies, and acting officer policies. Alternative staffing approaches have also been explored, such as the use of interns or stipend-based personnel, cross-staffing models, and the strategic use of command staff to assist with operational coverage when necessary.
    - Ultimately, the vision of the Avenal Fire Department will be to operate as a professional and progressive combination fire department. The Avenal Fire Department will be staffed with a daily staffing of 2-0, which includes full-time paid professional Fire Captain and Fire Engineer positions. The remaining positions will be filled with a mixture of extra help, paid call, and intern firefighters to increase daily staffing to 3-0/4-0 depending on the day and improve emergency services to the community.
    - I have also already coordinated and received confirmation of the City's participation in the Fresno City College fire Intern program, with the Fire Department bringing three firefighter interns on this summer. FCC interns have already completed a regionally accredited fire academy and are licensed Emergency Medical Technicians (EMT). The FCC fire academy is a firefighter I/II program with additional certifications including driver operator, vehicle extrication, low angel rope rescue, and many more.

- **FINANCIAL AND BUDGET PLANNING:** In parallel, comprehensive financial planning has been conducted to ensure long-term sustainability. Personnel cost projections have been developed to account for salaries, benefits, and retirement obligations through CalPERS. Various compensation structures have been evaluated to maintain competitiveness within the regional fire service labor market while remaining within targeted budget parameters of approximately $1.4 to $1.5 million. Additionally, a total startup budget has been developed to ensure that the Avenal Fire Department is ready to serve the Avenal community through its first year. Operational budget planning has been done forecasted out to years 2 and 3 to plan for sustainability.

- **FACILITIES AND INFRUSTRUCTURE PLANNING:** Planning for facilities and infrastructure has focused on identifying cost-effective and scalable solutions. This includes the conceptual design of an apparatus bay capable of housing multiple response units, as well as temporary or modular living accommodations to support on-duty personnel. Critical facility needs such as apparatus exhaust systems, SCBA storage and air compressor/fill systems, and PPE maintenance, storage, and decontamination capabilities have also been evaluated.

- **APPARATUS AND EQUIPMENT PROCUREMENT:** Significant progress has also been made in apparatus and equipment planning. Existing fleet capabilities have been assessed, and replacement or supplementation needs have been identified. Comprehensive equipment lists have been developed to support structural firefighting, wildland response, and basic life support medical operations at the EMT level. Cost estimates have been compiled for essential equipment, including SCBA systems, hose and nozzle packages, personal protective equipment, communications, power tools, and rescue tools.

- **COMMUNICATIONS AND DISPATCH PLANNING:** Communications and dispatch planning efforts have included coordination for FCC frequency acquisition and evaluation of radio system design, including repeater placement and coverage limitations. Regional dispatch options have been identified, and initial coordination with communications vendors has been completed to support system implementation. This coordinatization has included dispatch opportunities with three different centers in the following counties: Kings, Fresno, and Tulare. Expected time frame for confirmation of dispatch center use is expected in the next month.
    - Physical communications equipment has already been purchased. Portable radios, mobile radios, and base station radios along with frequencies have been purchased for effective fireground communications.

- **EMS SYSTEM INTEGRATION:** I have also initiated the process of integrating into the regional emergency medical services system. Required steps to obtain authorization for basic life support service delivery through the California EMS Authority, in coordination with the Kings County Local EMS Agency, have been identified, and initial pathways for compliance and engagement have been established. The application for consideration has already been submitted and awaiting feedback.

- **POLICY, COMPLIANCE, AND RISK REDUCTION:** Policy development and regulatory compliance efforts are underway, with consideration given to industry best practice and national standards criteria. The City has partnered with Lexipol for policy and procedure development, and I have already established organizational and fire prevention policies. Early steps have been taken to establish a fire prevention and community risk reduction framework, including inspection programs for occupancies, weed abatement strategies, Fireworks booth approval process, construction plan review, public education, and risk reduction initiatives. Community risk reduction initiatives, such as the smoke alarm

installation program, have also been developed to proactively enhance public safety.

- **COMMUNITY ENGAGEMENT AND TRANSPARENCY:** Community engagement has been a central component of the transition process. Public communication materials, including a “Meet the Fire Chief” announcement, recruitment outreach, and town hall planning documents, have been created to ensure transparency and build public trust. Messaging strategies have also been developed to clearly communicate the transition from prior service models to a locally managed fire department. Future events are being established across multiple groups and domains to ensure the community is heard and informed. A newsletter for the community is being developed to keep people up to date on the transition.

- **REGIONAL COORDINATION AND MUTUAL AID:** Finally, efforts have been initiated to establish regional coordination and mutual aid agreements with surrounding agencies. Operational procedures for requesting and providing mutual aid within California’s coordinated response system have been reviewed to ensure seamless integration into the broader emergency response network.

We have a lot happening, I will try to keep you informed as changes occur. Think Safe & Be Safe, have a great weekend.

Date: April 23, 2026
To: The Honorable Avenal City Council
From: Joshua McDonnell, City Planning Consultant
RE: Planning Activities

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

General/ Current Planning:

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

Long Range Planning:

- Coordinating with Kings County on the Multi-Jurisdictional Housing Element
- Draft Housing Element reviewed by HCD; ongoing coordination with HCD. Anticipated to proceed to Planning Commission and City Council for consideration next month.

ADVOCACY, ECONOMIC DEVELOPMENT, & GRANT WRITING

City of Avenal

2026 | April

Prepared by The CrisCom Company

ADVOCACY

State Update

Since the last update, the Legislature has continued advancing the budget process, with an increasing focus on refining how existing funds are allocated rather than introducing new proposals. Discussions have grown more detailed, particularly around how current programs are structured and whether adjustments are needed to improve local-level delivery.

Policy activity is also picking up. Committees are hearing a growing number of bills, many of which relate to housing, permitting, and development timelines. While the fiscal environment remains tight, the state continues to seek ways to streamline processes and reduce barriers to project delivery.

Overall, the direction in Sacramento remains steady. The emphasis is on making existing programs work more effectively while continuing to prioritize areas that directly affect local communities.

Federal Update

In Washington, the conversation has focused on fiscal discipline, affordability, and competing priorities among the White House, Congress, and federal agencies. Lawmakers are balancing pressure to control spending with continued demand for investment in housing, infrastructure, public safety, and economic development.

Housing remains a central issue. There is broad agreement that costs and supply are a national challenge, but there is less agreement on the federal role. Some policymakers are pushing for stronger federal involvement, while others are emphasizing state and local control and looking to reduce regulatory barriers that affect development.

Sacramento Snapshot

CrisCom distributes a bi-weekly Sacramento Snapshot that summarizes key policy developments and legislative activity. The City Manager is currently included on this distribution, and we would be pleased to add any additional Council Members who wish to receive it. Any Council Member seeking more information on current or upcoming legislation is welcome to reach out and our team would be happy to assist.

ECONOMIC DEVELOPMENT

Our economic development efforts continue to focus on expanding Avenal's visibility and strengthening relationships that support future investment. Alongside broad outreach, we are engaging directly with retailers, developers, and industrial users evaluating opportunities.

A major priority is preparation for next month's ICSC Convention in Las Vegas, where our team will meet face-to-face with retail and development contacts. In advance of the conference, we are sharpening Avenal's positioning by highlighting market potential, regional draw, and the types of projects best aligned with the City's goals.

We have also continued outreach to logistics companies, warehouse operators, and development groups seeking cost-effective locations with strong transportation access. These conversations emphasize Avenal's competitiveness for users looking to balance affordability with connectivity.

Our overarching goal is to keep Avenal in front of decision-makers so the City is well-positioned when new opportunities emerge.

GRANT WRITING

The CrisCom Company continues to work closely with City staff to track deadlines, identify strong funding matches, and prepare competitive application materials. We are aligning City projects with upcoming opportunities and ensuring readiness for timely submission.

Grants

Upcoming Grant Opportunities

- **Safe Streets and Roads for All (SS4A)** – Due May 26
- **Active Transportation Program (ATP)** – Due June 22
- **Spirit of Blue Safety Grant** – Rolling
- **Gary Sinise Foundation First Responder Grant** – Rolling

Ongoing Programs

- **Drinking Water State Revolving Fund (DWSRF)** – Planning & Construction
- **Clean Water State Revolving Fund (CWSRF)** – Ongoing

LOOKING AHEAD

As we enter Q2 2026, we will remain focused on advancing Avenal's legislative priorities at both the state and federal levels. Budget negotiations in Sacramento and Washington will continue to shape funding opportunities, and our team will stay actively engaged with key decision-makers. We will continue building relationships with local stakeholders, monitoring developments that affect the City, and keeping the City Council and staff informed.

As always, we appreciate the opportunity to serve the City of Avenal and look forward to continued progress in the months ahead.

AGENDA ITEM NO. 9.- 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: **Antony V. López, City Manager**

DATE: **April 23, 2026**

RE: **Consider Sublease for Nodal Power at the Avenal Regional Landfill**

INFORMATION:

The City of Avenal owns and operates the municipal landfill located at 1200 Skyline Boulevard. Since its expansion in the 1990s and subsequent lease and operational agreement with Madera Disposal Systems, Inc. in 2002, the City has maintained a long-term vision of utilizing landfill gas (methane) as a renewable energy resource, instead of simply being burned through a flare into the atmosphere.

Landfill gas is a natural byproduct of decomposing organic material and can be captured and converted into usable energy. The proposed project by Nodal Power Systems, Inc. would construct and operate a landfill gas-to-energy facility on a portion of the landfill through a sublease agreement with Waste Connections.

The project is expected to generate approximately 4–6 megawatts of energy, and operate under a long-term gas supply arrangement. The developer Nodal, will be responsible for all design, permitting, construction, and operations.

On March 26, 2026, the City Council held a study session to review the project. Council received a full presentation, asked questions regarding operations and impacts, and provided feedback. All major questions were addressed.

This project represents an opportunity to activate a City-owned asset, support renewable energy production, and align with long-standing goals established during the landfill's expansion back in the 2000s.

RECOMMENDATION:

Adopt the Resolution approving the Sublease and Access Agreement and authorizing the City Manager to execute all necessary documents.

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL AUTHORIZING A SUBLEASE AGREEMENT FOR NODAL POWER AT THE AVENAL REGIONAL LANDFILL

RESOLUTION 2026- 25

WHEREAS, the City of Avenal owns certain real property located at 1200 Skyline Boulevard, Avenal, California, commonly referred to as the Avenal Regional Landfill; and

WHEREAS, the Avenal Landfill has been operated pursuant to a landfill operations agreement with Madera Disposal Systems, Inc. since approximately 2002; and

WHEREAS, following the expansion of the landfill in the 1990s, the City has long recognized the potential to capture and utilize landfill gas generated from decomposing organic materials as a renewable energy resource; and

WHEREAS, landfill gas (methane) is a naturally occurring byproduct of landfill operations that can be captured, processed, and converted into usable energy, thereby reducing greenhouse gas emissions and promoting environmental sustainability; and

WHEREAS, Nodal Power Systems, Inc. has proposed the development, construction, and operation of a landfill gas-to-energy facility at the Avenal Landfill, which would capture and convert landfill gas into renewable energy products; and

WHEREAS, the proposed project is anticipated to include the installation of infrastructure necessary for the purification, compression, and transportation of landfill gas, as well as the generation of renewable energy for delivery into the regional energy market; and

WHEREAS, Madera Disposal Systems, Inc., as the landfill operator, and Nodal Power Systems, Inc. have negotiated a Sublease and Access Agreement to allow for the use of a defined portion of the landfill property for the development and operation of such a facility; and

WHEREAS, pursuant to the existing landfill agreement, the consent of the City of Avenal is required for such sublease and use of the property; and

WHEREAS, the City will remain the owner of the landfill property, and the proposed agreement does not transfer ownership but allows for the productive use of the property through private investment; and

WHEREAS, the proposed project will be financed, constructed, operated, and maintained by the developer, and the City will not incur direct capital costs associated with the development of the facility; and

WHEREAS, the project presents an opportunity to enhance the economic productivity of a City-owned asset, support renewable energy development, and align with state and federal environmental goals related to methane capture and emissions reduction; and

WHEREAS, on March 26, 2026, the City Council conducted a duly noticed study session to review the proposed landfill gas-to-energy project, during which Councilmembers received a presentation, asked questions, and were provided with detailed information regarding the project structure, operations, and impacts; and

WHEREAS, the City Council finds that the proposed Sublease and Access Agreement is consistent with the City's long-term objectives for the landfill and is in the best interest of the City and its residents.

NOW, THERFORE, BE IT RESOLVED, By the City Counsel of the City of Avenal as follows;

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 April ___, 2026, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
ALVARO PRECIADO, Mayor
CITY OF AVENAL

ATTEST: _____
MARIA 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 hereby approves the Sublease and Access Agreement between Madera Disposal Systems, Inc. and Nodal Power Systems, Inc., in substantially the form presented to the City Council, subject to any non-substantive revisions approved by the City Manager and legal counsel.

3. The City Council acknowledges that:
   - The City retains ownership of the landfill property
   - The developer is responsible for all construction, operations, and maintenance
   - The agreement includes indemnification and insurance protections in favor of the City
   - The use of the property is limited to landfill gas-to-energy operations

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

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

SUBLEASE AND ACCESS AGREEMENT

THIS SUBLEASE AND ACCESS AGREEMENT (this "Sublease"), is made and entered into as of the ___ day of _____, 2026 (the "Effective Date"), by and between Nodal Power Systems, Inc., a Delaware corporation (hereinafter called "Subtenant"), and Madera Disposal Systems, Inc. a California corporation (hereinafter called "Sublessor"). Subtenant and Sublessor are hereinafter sometimes referred to individually as a "Party" and jointly as the "Parties."

WITNESSETH THAT:

WHEREAS, Sublessor leases and operates the Avenal Landfill, which is located at 1200 Skyline Blvd, Avenal, CA 93204 (the "Landfill"), which it operates under a Landfill Agreement, dated effective on or about September 1, 2002 (the "Landfill Agreement") with the City of Avenal, California (the "City").;

Deleted: 2290 Homestead Rd, Templeton, CA. 93465

WHEREAS, Subtenant wishes to purchase landfill gas ("LFG") from Sublessor produced at the Landfill, and Sublessor is willing to sell to Subtenant LFG from the Landfill, on the terms and conditions set forth in that certain Landfill Gas Purchase Agreement, dated as of the date hereof, by and between Sublessor and Subtenant (the "Purchase Agreement");

WHEREAS, in order for Subtenant to produce and sell Renewable Products ("RP") from LFG delivered by Sublessor, it will be necessary for Subtenant to fabricate and install a facility for the purification, compression, and transportation of such LFG (the "Plant") on land to be leased from Sublessor by Subtenant pursuant to this Sublease;

WHEREAS, Sublessor desires to sublease to Subtenant the Leased Premises (as defined below) for the purposes of constructing, operating and maintaining the Plant, and transportation of landfill gas in connection with Sublessor's operation of the Landfill; and

WHEREAS, the City agrees to permit Sublessor to sublease the Leased Premises, as defined below, to Subtenant, for the purposes of pursuing the rights and obligations of the Purchase Agreement.

NOW, THEREFORE, that for and in consideration of the terms and covenants hereinafter contained, including improved sustainability in the City, Sublessor and Subtenant agree as follows:

1. Leased Premises.

1.1 Purpose. The purpose of this Sublease is to provide Subtenant property upon which to perform its obligations under the Purchase Agreement. . All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Leased Premises. Sublessor hereby lets unto Subtenant upon the terms, covenants and conditions hereinafter set forth, the real property within the area marked "Battery Limits" as shown on **Exhibit A** attached hereto and incorporated herein by this reference; together with hereditaments and appurtenances thereunto belonging (the "Leased Premises"). The Leased

Premises will include a non-exclusive easement along routes mutually agreed on by Sublessor and Subtenant for any piping, transmission lines or similar equipment to be used convey RP to the Utility interconnect, as shown on **Exhibit B**. In addition, Sublessor hereby grants to Subtenant, for the use of Subtenant and Subtenant's agents, employees, invitees and business visitors, reasonable rights of access to the Leased Premises across other lands owned by Sublessor if necessary.

3. TERM.

3.1 Commencement. The term of this Sublease (the "Term") shall commence on the first date set forth above, and shall, unless otherwise terminated pursuant to the terms and conditions herein, end upon the expiration or earlier termination of either the Purchase Agreement or the Landfill Agreement. The term "Sublease Year" as used in this Sublease shall mean the 12-month period commencing on the Effective Date.

3.2 Site Development Period. Prior to the Effective Date Subtenant, or Subtenant's designated agents, shall have the right under this Sublease to enter upon the Landfill and the Leased Premises to survey, test and assess the Leased Premises for feasibility of constructing a facility for the purification, compression, and transportation of landfill gas (the "Facility").

3.3 Memorandum of Sublease and Surrender of Subtenant's Interest. The Parties shall execute a Memorandum of Sublease, in the form of **Exhibit B**, which Subtenant shall record in the real property records of Kings County, California. At termination of this Sublease for any reason, Subtenant shall execute, acknowledge, and deliver to Sublessor, within five (5) days after written Sublessor demand, a valid and recordable Release of Lease and Quitclaim of Leasehold Interest covering all of the Leased Premises. The Leased Premises shall be delivered free and clear of all liens and encumbrances and in a decent, safe, and sanitary condition. If Subtenant fails or refuses to deliver the required deed, Sublessor may prepare and record a notice reciting Subtenant's failure to execute this Sublease provision, and the notice will be conclusive evidence of the termination of this Sublease and all Subtenant's rights to the Leased Premises.

4. OPTION TO EXTEND. Any extension of the Term of this Sublease, if any, shall be made solely according to the terms and conditions of the Purchase Agreement and this Sublease.

5. RENT. Subtenant does hereby rent the Leased Premises and agrees to pay Sublessor as rental a one-time payment in the sum of one hundred dollars ($100) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Sublessor.

6. PEACEFUL POSSESSION AND USE OF THE LEASED PREMISES.

6.1 Peaceful Possession. Subject to the terms and conditions hereof, Sublessor agrees that Subtenant, having paid the rental and duly performed all of the obligations contained herein and in the Purchase Agreement upon the part of Subtenant to be performed, shall and may peaceably and quietly have, hold and enjoy the Leased Premises and the whole thereof during the full term of this Sublease. Subtenant warrants, however, that no business will be conducted by Subtenant on the Leased Premises which will violate any law, Environmental Law, rule, permit of Seller/Sublessor or otherwise, regulation or ordinance now or hereafter in force.

6.2 Use of Leased Premises. It is expressly agreed that the Leased Premises are leased to Subtenant solely and exclusively for the sole purposes of collecting, receiving, processing, storing, repairing, servicing of equipment and using LFG to produce RP, and the transportation of RP by Subtenant to one or more third parties now or in the future ("Subtenant's Use"). Any generation of RP or other use of LFG shall be done in compliance with all applicable laws, including but not limited to, any Environmental Laws and permit(s) of the Seller/Sublessor or otherwise. Subtenant shall use its best efforts to ensure its operations on the Leased Premises do not interfere with current and future Landfill operations and development (including expansions) or other of Seller's Facilities.

6.3 Relocation of Leased Premises. Subtenant agrees that it shall relocate its Leased Premises on no more than one (1) occasion during the term of this Sublease should it be required by Sublessor at no cost to Sublessor. The Parties and the City shall reach a mutually agreeable location for the relocated Leased Premises.

7. UTILITIES. Subtenant agrees to order, obtain, and pay for all natural gas, sewer, water, communication and other necessary utilities and service and installation charges in connection with the development and operation of the Leased Premises. Subtenant also agrees to pay for all independent electrical interconnect charges that it may incur with the development and operation of the Leased Premises. Except for overhead power supply, all utilities will be installed underground. Sublessor shall grant to Subtenant or the applicable utility provider appurtenant easements for such utilities (with Sublessor's prior opportunity to review any applicable easement language), provided that Subtenant's Plant design reasonably requires grants of such right(s) of way, and provided further that such designed utility locations are acceptable to Sublessor and do not interfere with Sublessor's current and future operations and developments (including any expansions of the Landfill) at the Landfill.

8. CONDITION OF PREMISES. Subtenant covenants and agrees that it shall, at its own cost and expense, perform all normal day-to-day maintenance and repair so as to keep the Leased Premises in a clean, well-maintained condition, normal wear and tear excepted.

9. TAXES. It is understood and agreed that Sublessor shall pay all general, county and other real estate taxes and special assessments. Subtenant agrees to pay, before the same becomes delinquent, any and all taxes levied or assessed against all personal property owned by it and located on the Leased Premises.

10. INDEMNITY.

10.1 Indemnity. Any indemnification obligations hereunder shall be governed according to the terms and conditions of the Purchase Agreement and the City shall be included as an indemnified party thereto.

10.2 **LIMITATIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY CONSEQUENTIAL OR PUNITIVE DAMAGES. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON**

BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT, EXCEPT TO THE EXTENT SUCH DAMAGES ARE THE RESULT OF, INCIDENTAL TO, OR CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY FROM WHOM DAMAGES ARE SOUGHT. THE PROVISIONS GOVERNING DAMAGE LIMITATIONS AND INDEMNITY SET FORTH IN THIS LEASE SHALL SURVIVE EXPIRATION, TERMINATION, OR CANCELLATION OF THIS LEASE.

11. INSURANCE.

11.1 Type and Amount. During the term of this Sublease, Subtenant shall maintain the following insurance coverage, either by one or more policies, including in combination with an excess liability policy:

Insurance:	**Coverage**:
Workers' Compensation: Coverage A Coverage B – Employer's Liability	 Statutory $1,000,000 each Bodily Injury by Accident $1,000,000 policy limit Bodily Injury by Disease $1,000,000 each occurrence Bodily Injury by Disease
Automobile Liability ("AL"): Bodily Injury/Property Damage Combined – Single Limit	 $2,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers)
Commercial General Liability ("CGL"): Bodily Injury/Property Damage Combined – Single Limit	 $2,000,000 each occurrence $2,000,000 general aggregate
Pollution Legal Liability ("PLL")	Not required
Property Insurance:	Coverage for all machinery and equipment for full replacement value, including removal of wreck/debris coverage

Insurance:	**Coverage**:
Umbrella / Excess Insurance:	$5,000,000 in excess of AL, CGL and PLL required above (must be written as follow form)

11.2 All deductibles in the above-described insurance policies shall be at Subtenant's sole risk. Subtenant agrees to provide Sublessor with immediate notification of the receipt of any notice of cancellation or intended cancellation of any of its required insurance. The insurance carriers providing the coverage required by this section shall be rated at least A X by A.M. Best.

11.3 All policies described in Section 11.1 shall name Sublessor and the City as additional insureds, inclusive of third party claims for bodily injury or property damage arising from Subtenant's use of the Leased Premises. Subtenant shall furnish Sublessor with copies of all insurance policies required hereunder. All insurance to be provided hereunder is primary and not in excess of, or contributing with, any insurance of the Sublessor or City; nor does such insurance create a limitation on any liability under this Sublease. Each policy shall waive any right of subrogation against Sublessor and the City.

12. ALTERATIONS. No improvements, structures, interconnections or installations shall be constructed on, in, around, or under the Leased Premises, and may not be altered by Subtenant except as authorized by Sublessor or in the Purchase Agreement.

13. PRIOR SITE WORK. Prior to the Sublessee beginning construction of its Plant in the Leased Premises, the Leased Premises requires earthwork, including structural fill and the installation of a culvert for additional site drainage ("Prior Site Work"). Sublessor will complete the Prior Site Work detailed herein at Sublessor's sole cost and expense. Notwithstanding the foregoing, in the event the Sublessee abandons the project, this Sublease or the Purchase Agreement is terminated for cause by the Sublessor, or the Sublessee otherwise fails to timely meet its Commercial Operation obligations under the Purchase Agreement, then Sublessee shall reimburse Sublessor for all costs and expenses associated with its Prior Site Work. Sublessor agrees to share with Sublessee all design plans, specifications, and costs associated with the Prior Site work before commencing.

14. ASSIGNMENT AND SUBLETTING. Subtenant shall not assign, in whole or in part, this Sublease or sublet any portion of the Leased Premises covered hereby without first obtaining the **written consent of Sublessor and the City**.

15. REMOVAL OF PERSONAL PROPERTY AND TRADE FIXTURES. Subtenant shall have three hundred sixty (360) days after termination, expiration or cancellation of this Sublease to remove the Facilities, including but not limited to any and all equipment and trade fixtures used in the conduct of Subtenant's business located in or about the Leased Premises, whether or not such property be attached to the Leased Premises, and to restore the affected portions of the Leased Premises to grade level at Subtenant's sole expense. Subtenant shall, at its sole cost, repair any damage to the Leased Premises caused by such removal. In the event that the Facilities have not been fully removed by Subtenant within the aforesaid time period, Sublessor may at its option (a) take possession of and title to (free of liens and encumbrances) the Facilities

and all associated equipment located on the Leased Premises or (b) remove some or all of the Facilities, and invoice Subtenant for the reasonable costs of removal. Subtenant shall pay Sublessor the amount set forth in such invoice within ten (10) days of its receipt thereof.

16. HAZARDOUS MATERIAL

16.1 Hazardous Material. Sublessor grants Subtenant the right to conduct an environmental site assessment fulfilling the U.S. Environmental Protection Agency's All Appropriate Inquiry rule. Sublessor represents and warrants that, to the best of its reasonable knowledge, it is not a "potentially responsible party" in connection with or at the Leased Premises under CERCLA and that it is entitled to either the CERCLA "innocent purchaser" defense, the CERCLA "bona fide prospective purchaser" or the CERCLA "contiguous landowner" exemption in connection with or at the Leased Premises. Sublessor shall indemnify, defend and hold Subtenant harmless from any and all actions, claims, losses, damages, liabilities and expenses (including governmental penalties and reasonable expert and attorneys' fees) incurred by Subtenant which arise from the presence of known pre-existing Hazardous Material in the air, soil and/or groundwater at or under the Leased Premises except to the extent that the presence of such Hazardous Material is the result of Subtenant's acts or omissions.

16.2 Indemnity. Subtenant shall indemnify, defend and hold Sublessor and the City harmless from any and all actions, claims, losses damages, liabilities and expenses (including governmental penalties and reasonable expert and attorneys' fees) incurred by Sublessor or the City which arise from the presence of Hazardous Material in the soil or groundwater at or under the Leased Premises to the extent resulting from Subtenant's acts or omissions in handling Hazardous Material.

16.3 Definitions. As used in this Article 15, the term "Hazardous Material" refers to any unlawful level(s) of any solvents, chemicals, hazardous substances, hazardous waste, petroleum products, pesticides, toxic substances or any other hazardous or toxic material, pollutant or contaminant as defined by Environmental Laws; and the term "Environmental Laws" means any and all lawfully promulgated and applicable federal, state, or local law relating to protection of health and/or the environment including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Clean Water Act, 33 U.S.C.A. §§ 1251 et seq.; and the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq.

16.4 Survival. The provisions of this Article shall survive the termination of this Sublease.

17. EASEMENT AND RIGHT-OF-WAY. Sublessor hereby grants Subtenant all rights-of-way, easements or other rights which Subtenant determines are reasonably necessary over property owned by Sublessor for Subtenant to operate the Plant and to purify, compress and transport LFG and sell, produce or transport RP to third parties, so long as Subtenant's use of such rights-of-way, easements, or other rights do not interfere with Sublessor's current and future Landfill operations and development (including expansions).

18. DEFAULT AND REMEDIES.

18.1 Defaults and Remedies.

(a) *Default*. Any one or more of the following shall be an Event of Default under this Sublease:

(i) Except in the event of Force Majeure, Subtenant shall fail to observe or perform any covenant, condition, or agreement on its part to be observed or performed hereunder or under the Purchase Agreement for a period of thirty (30) days after Sublessor has given written notice specifying such failure; provided, however, that, if the default is such that it cannot be corrected within the applicable period and Subtenant takes diligent and timely efforts to cure the default the cure period shall be sixty (60) days after Sublessor's notice of default. The foregoing notwithstanding, Subtenant shall remain liable to Sublessor for any damages incurred during the period beginning on the date on which the failure of performance occurred through the date on which performance is cured.

(ii) The institution by a Party of proceedings to be adjudicated bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing of a petition or answer or consent seeking reorganization or relief under the federal Bankruptcy Code or any other applicable federal or state law, or the consent by it to the filing of such petition or to the appointment of a receiver, liquidator, assignee, trustee, or similar official or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of action by any of them in furtherance of any such action. The foregoing notwithstanding, if any such proceeding is dismissed within ninety (90) days, such proceedings shall not create a default under this Sublease.

(iii) Any event of default by either Party within the meaning of any other agreement entered by the Parties hereto with respect to, or entered by the Parties hereto applying to, the production, sales, or use of LFG or operation of their respective facilities at the Landfill, and such event of default has not been cured within any allowable cure period (if any) in such other agreement.

(iv) Any material breach of any representation made in this Sublease by a Party and such event of default has not been cured within any allowable cure period as referenced in Section 18.1(a)(i) above.

(b) *Termination Remedies in Default*. In addition to any right or remedy of the Parties, Sublessor and Subtenant shall each have the right, by notice to the other Party, but subject to the provisions of this Section 18, to terminate this Sublease if the other Party commits an uncured Event of Default.

(c) *Abandonment by Subtenant*. Even though Subtenant may have breached this Sublease or abandoned the Leased Premises, this Sublease shall continue in effect for so long as Sublessor does not terminate this Sublease, and Sublessor may enforce all its rights and remedies hereunder, including but not limited to the right to recover payments as they become due, plus damages.

(d) *Coterminous*. For the avoidance of doubt, in the event the Purchase Agreement terminates or expires, this Sublease shall automatically terminate.

19. WAIVER. To the extent permitted by law, no delay or omission to exercise any right or remedy of a Party hereto shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be expedient. Any actual waiver shall be in writing and signed by the Party against whom it is to operate. For either Party to exercise any remedy hereunder, it shall not be necessary to give any notice other than as may be required in this Sublease. If any covenant contained in this Sublease should be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Sublease.

20. NOTICES. All notices, statements, payments, and other communications required or permitted hereunder shall be given by letter, telex, telefax, telegram, mailgram, cable, electronic mail or other form of written or electronic communication and shall be deemed effectively given when delivered to the addressee provided below or at such other address as Sublessor may from time to time designate by notice in writing to Subtenant:

To Sublessor:

Madera Disposal Systems, Inc.
Attention: Region Engineer
1200 Skyline Blvd.
Avenal, CA 93204
Telephone: (559) 386-5844

With a copy to:

Waste Connections
Attention: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380
Telephone: (832) 442-2200

To Subtenant:

Nodal Power Systems, Inc
222 S. Main St. #500
Salt Lake City, UT 84101
Telephone: 801.310.8151

21. GENERAL.

21.1 Successors and Assigns. The terms and conditions of this Sublease shall be binding upon and shall be enforceable by Sublessor and Subtenant and their respective successors and assigns.

21.2 Severability. If any one or more of the provisions contained in this Sublease shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired.

21.3 Amendments. This Sublease shall not be amended, altered or changed except by a written agreement signed by both Parties.

21.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California. TO THE EXTENT ALLOWED BY THE GOVERNING LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION INVOLVING THIS AGREEMENT OR ANY ORDER. In the event of any suit of other proceeding for the interpretation or enforcement of this Agreement, the prevailing party in such suit or other legal proceeding shall be entitled to recover its costs, expenses, and fees incurred, including, without limitation, reasonable attorneys' fees. For purposes of this clause, the term "prevailing party" means the prevailing party of a dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party. If a written settlement offer is rejected and the judgment or award finally obtained is equal to or more favorable to the offeror than an offer made in writing to settle, the offeror is deemed to be the prevailing party from the date of the offer forward. If the party shall have commenced or instituted this action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

21.5 Time is of the Essence. Time is of the essence in this Sublease and each and all of its provisions.

21.6 Entire Agreement. This Sublease is intended by both Parties as the expression of their agreement with respect to the subject matter, both written and oral, and supersedes all previous agreements. This Sublease may be modified only by a written amendment executed by both Parties.

21.7 Acknowledgement of City to Sublease. This Sublease and Subtenant's and Sublessor's obligations in both this Sublease and the Purchase Agreement are expressly agreed to and acknowledged by the City as evidenced by the City's signature set forth below.

[*Remainder of Page Intentionally Left Blank;*
Signature Page Follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Sublease and Access Agreement as of the day and year first above written.

TENANT:	LANDLORD:
NODAL POWER SYSTEMS, INC.	MADERA DISPOSAL SYSTEMS, INC.
By: _____ Name: Title:	By: _____ Name: Title:

FOR PURPOSES OF THE LANDFILL AGREEMENT AND ACKNOWLEDGEMENT SET FORTH IN SECTION 21.7 ABOVE:

CITY:

CITY OF AVENAL, CALIFORNIA

By: _____
Name:
Title:

EXHIBIT A

LEASED PREMISES

EXHIBIT B

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into as of the ___ day of _____, 20__, by and between NODAL POWER SYSTEMS, INC, a Delaware Corporation (hereinafter referred to as "Subtenant"), MADERA DISPOSAL SYSTEMS, INC., a California corporation (hereinafter referred to as "Sublessor").

W I T N E S S E T H:

WHEREAS, Subtenant and Sublessor have entered into that certain Sublease and Access Agreement dated the ____ day of _____, 2026 (hereinafter referred to as the "Sublease"), pursuant to which Sublessor has demised and leased to Subtenant upon the terms and subject to the conditions contained therein, certain premises located in Kings County, State of California, which are legally described on **Attachment A** attached hereto and hereby made a part hereof (hereinafter referred to as the "Lease Premises"); and

WHEREAS, Subtenant and Sublessor wish to place notice of the Sublease on record.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in the Sublease, this Memorandum is made and executed and is to be recorded in the office of the Clerk-Recorder of Kings County, State of California, for the purpose of giving notice of the Sublease and the respective rights and obligations of the party thereunder.

This Memorandum is subject in each and every respect to the terms and conditions contained in the Sublease, and is made and executed by the parties hereto with the understanding and agreement that nothing contained in this Memorandum shall in any manner alter, modify or vary any of the terms or conditions contained in the Sublease. This Memorandum of Lease is subject to any amendments, renewals, or extensions of the Sublease.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of this day, month and year first above written.

TENANT:	LANDLORD:
NODAL POWER SYSTEMS, INC.	MADERA DISPOSAL SYSTEMS, INC.
By: _____ Name: Title:	By: _____ Name: Title:

State of _____)
)ss.
County of _____)

On _____ before_____, personally appeared _____ _____, personally known to me (or 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature of Notary

State of _____)
)ss.
County of _____)

On _____ before_____, personally appeared _____ _____, personally known to me (or 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature of Notary

ATTACHMENT A

LEASED PREMISES

NODAL POWER SYSTEMS

City of Avenal LFGTE Project

March 2026

Overview of LFGTE Market

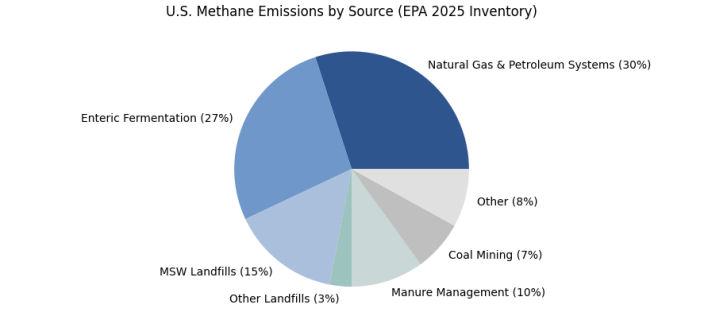
Landfill Gas Fundamentals

- Landfill gas is a natural byproduct from the decomposition of organic material in landfills:
  - Approximately 40 to 50% methane content (the primary component of natural gas)
  - 45% carbon dioxide
  - A small amount of non-methane organic compounds
- Landfill gas can be captured, converted and used as a renewable energy source depending on the flow rate and methane content of the gas stream
- There are three main types of LFGTE projects
  - **Electricity Generation** – projects that generate electricity, or cogenerate with thermal energy
  - **Direct Use of Medium-BTU Gas** – projects that are directly used in boilers, dryers, kilns, leachate evaporation or other thermal applications
  - **Renewable Natural Gas** – projects that upgrade to pipeline quality gas, CNG or LNG through treatment for higher methane content

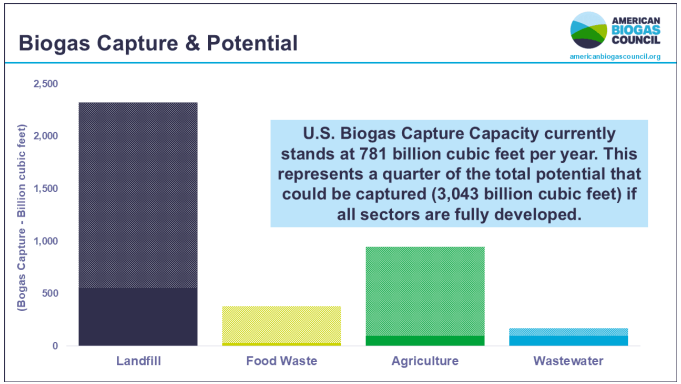
589+ Landfill biogas facilities operating across the U.S. as of August 2025

(1) Source: Orennia, EPA, American Biogas Council

2025 U.S. Methane Emissions, By Source



Biogas Capture and Potential (Bcf)



COMPANY OVERVIEW

Nodal Power Systems builds, owns, and operates power generation assets. We specialize in landfill gas-to-energy (LFGTE) and natural gas power plants, focused on decentralized, mid-scale projects near existing infrastructure.

Development Focus

Co-develop assets adjacent to strategic infrastructure: data centers, gas storage, carbon capture, solar, and battery systems.

Contracted Revenue

Expand project value through fixed-price offtakes with creditworthy counterparties and traditional development pathways.

Market Driven

Project development driven by commodity pricing, load growth, state and federal policy, and grid reliability mandates.

Active Pipeline

Development pipeline across 8 LFGTE and 3 natural gas projects spanning California, Colorado, Utah, and Wyoming.

EXPERIENCED MANAGEMENT TEAM

BB

Bryan Black

CEO & Co-Founder

- Energy project development
- Power markets & trading
- Industry relationships
- Site selection & permitting

Energy industry veteran. Former COO of UAMPS. Extensive career in gas/energy trading, turbines, and grid interconnects.

MJ

Matthew Jones

COO & Co-Founder

- Data center / HPC expertise
- Technology & AI strategy
- Operations & administration
- Data center infrastructure

Technical operator. Built and manages tech infrastructure, AI strategy implementation, and operational systems.

DS

Daniel Sechrest

CFO & Co-Founder

- Structured finance
- Corporate development
- Legal & compliance
- Financial modeling

Finance and tech entrepreneur. Corporate Development and Strategy, Drives P&L, audit, corporate development, and interfaces with legal counsel and auditors.

OPERATED & EXITED ASSETS

Owned and Operated Projects

Four Peaks

- 3.2 MW LFGTE asset (expandable to 4.8 MW)
- Grid-tied with El Paso Electric interconnection
- 25-year gas contract
- 2 MW behind-the-meter data center
- Basis for 3 of 4 issued patents



Wasatch

- 1.6 MW LFGTE asset (off-grid)
- Greenfield development, commissioned Jan 2023
- 5-year gas contract with WIWMD
- 1.5 MW behind-the-meter data center
- 92% system uptime achieved



Strong partnerships on landfill procurement and operations

Waste Handling Operators

Major waste handling operators

- Nodal partners with waste handlers and landfill operators in both the public and private sector, securing gas rights for sites that match target criteria
- Current partners include some of the leading waste handlers in the industry, and further highlight Nodal's collaborative positioning within their target landfill space

Partners

Waste Connections – Connect with the Future®

Undisclosed Leading Waste Company

Republic Services

EPC

Tenured working relationships with EPC partners

- Strong relationships with EPC partners in different regions, with certain partners developing LFGTE and RNG projects since 2007
- Nodal's partners are involved across the project lifecycle from engineering and procurement, air permitting, interconnections and building permits to construction
- Partners provide operating leverage and flexibility for Nodal to maintain higher operating margins and flexibility

Partners

Energyneering Solutions Inc

GDS Associates, Inc. Engineers & Consultants

Trinity Consultants

BHI

O&M

Established and innovative O&M providers

- Relationships with established O&M providers like CAT
- Nodal also has a working relationship with Mainspring, a California based technology partner developing clean, highly efficient landfill gas generator systems
- O&M contracts are managed depending on the generator used and location of the site

Partners

CAT

Capstone Green Energy

Mainspring

Scheduling / Services & Marketing

Reliable settlement partners to support offtake

- Nodal works with scheduling coordinators marketing settlement needs
  - Power marketers provide alternate partners should Nodal choose to sell merchant power as opposed to contracted offtake
- Currently working with broker on dynamics of eRIN settlement with OEMs

Partners

Constellation

Bridge to Renewables

Tenaska Power Services Co.

Proposed Avenal LFGTE Project

Fundamentals

- **4-6 MW Initial Installed Capacity**
- ***Q4 2028 – Q1 2029 COD***
- ***Capstone Turbines or Mainspring LGENs***
- ***20-year gas contract***
- ***Interconnected to PG&E w/ CAISO Transmission Allocation***
- ***Contracted Off-Take***







Proposed Avenal LFGTE Project

End-to-end build, own, operate

Predevelopment

- Gas Analysis
- Technology Selection
- Air Permit
- Interconnection Application
- Local Permits

Procurement & Construction

- Geotech and Site Grading
- Long Lead Item POs
- Site Design and Contractor Bids
- Site Construction

Operations & Offtake

- Long-term contracted PPA with Constellation
- Registration with CEC
- REC Registration with WREGIS
- Possible LCFS Upside w/ CARB
- Full Time Operator


Questions?

NODAL POWER SYSTEMS

222 South Main Street, Suite 500

Salt Lake City, UT 84101

(801) 310-8151

nodalpowersystems.com

AGENDA ITEM NO. 9.- 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: **Antony V. López, City Manager & Jacob S. McAfee, Fire Chief**

DATE: **April 23, 2026**

RE: **Adoption of Resolution Authorizing Participation in the California Fire and Rescue Mutual Aid System**

INFORMATION:

The State of California maintains a coordinated statewide mutual aid system through the California Governor's Office of Emergency Services, allowing fire and rescue resources to be rapidly deployed across local, regional, and state jurisdictions. Participation ensures the City can both request and provide assistance during incidents that exceed local capacity.

As the City of Avenal continues building out its municipal fire department, participation in the Mutual Aid System is a critical next step. It formalizes our ability to integrate into the statewide emergency response network, strengthens operational readiness, and ensures eligibility for state and federal reimbursement during qualifying incidents. This action also aligns the City with established best practices followed by fire agencies throughout California.

RECOMMENDATION:

Adopt the Resolution authorizing the City of Avenal's participation in the California Fire and Rescue Mutual Aid System to support operational readiness, interagency coordination, and fiscal protection during emergency response.

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL AUTHORIZING PARTICIPATION IN THE CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AND DESIGNATING AUTHORIZED REPRESENTATIVES

RESOLUTION 2026- 26

WHEREAS, the City of Avenal is committed to protecting life, property, and the environment through effective emergency response and disaster preparedness; and

WHEREAS, the State of California has established a coordinated, statewide system of mutual aid under the California Governor's Office of Emergency Services Fire and Rescue Mutual Aid Plan; and

WHEREAS, participation in the statewide mutual aid system enhances the City's ability to receive and provide assistance during emergencies, disasters, and large-scale incidents; and

WHEREAS, the provision and receipt of mutual aid requires clear authorization for designated officials to request, provide, and coordinate resources consistent with applicable laws, regulations, and reimbursement procedures; and

NOW, THERFORE, BE IT RESOLVED, By the City Counsel of the City of Avenal as follows;

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 April ___, 2026, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
ALVARO PRECIADO, Mayor
CITY OF AVENAL

ATTEST: _____
MARIA ORTIZ, City Clerk
CITY OF AVENAL

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

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found that the foregoing recitals are true;

2. **Section 1. Participation**

The City of Avenal hereby formally adopts and agrees to participate in the California Fire and Rescue Mutual Aid System as described in the Fire and Rescue Mutual Aid Plan administered by Cal OES.

3. **Section 2. Designation of Authorized Representatives**

The Fire Chief of the City of Avenal, and/or their designee(s), are hereby authorized to act on behalf of the City in all matters related to the California Fire and Rescue Mutual Aid System, including but not limited to:

a) Requesting mutual aid resources
b) Providing mutual aid resources
c) Entering into operational agreements consistent with the Mutual Aid Plan
d) Participating in mutual aid planning, training, and coordination activities

4. **Section 3. Operational Authority**

The Fire Chief is authorized to commit City personnel, apparatus, and equipment for mutual aid purposes when, in their professional judgment, such commitment will not unreasonably compromise local emergency response capabilities.

5. **Section 4. Reimbursement and Cost Recovery**

The Fire Chief or their designee is authorized to execute all necessary documents and procedures to obtain reimbursement for eligible costs associated with mutual aid deployments, including those administered through Cal OES and other state or federal programs.

6. **Section 5. Compliance with SEMS/NIMS**

The City of Avenal shall operate in accordance with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) during all mutual aid activities.

7. **Section 6. Liability and Workers' Compensation**

All mutual aid activities shall be conducted in accordance with applicable laws governing liability, workers' compensation, and employee protections, including those provided under California mutual aid statutes.

8. **Section 7. Severability**

If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

9. **Section 8. Effective Date**

10. This Resolution shall take effect immediately upon its adoption.

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

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