CITY OF AVENAL

"Pistachio Capital of the World®"

REGULAR CITY COUNCIL/SUCCESSOR AGENCY/PFA MEETING

MARCH 12, 2026; 5:15 P.M.

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

Study Session: 4:30pm - Meet & Greet with Jacob McAfee, Fire Chief Candidate

LAST ORDINANCE: 2025-03 **CITY LAST RESOLUTION: 2026-12**

(SA) LAST RESOLUTION: 2026-01 **PFA LAST RESOLUTION: 2024-03**

AGENDA

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

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

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

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

   Special Recognitions: ***Andrea López – Owner of La Carreta for 20+ years of service to Avenal***
   League of Mexican American Women, presenting to: ***Mayor Alvaro Preciado for participating in a Bi-National Conference on Youth, Sports, and Fentanyl Prevention.***

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 February 12, 2026 Regular Meeting.
   B. Consider Ratifying Continued Temporary Construction Easement to Pacific Gas & Electric (PG&E) at City Corporal Yard for Gas Pipeline Replacement Project.
   C. Consider Re-appointment of Planning Commissioners *Sergio Ramirez* (Mayor Preciado) and *Amado Cervantez* (Councilman Hernandez).
   D. Ratify acceptance of the construction of the Solar Photovoltaic Project at the WWTF and authorizing the City Manager to file a Notice of Completion with the Kings County Recorder's Office.
   E. Ratify Resolution 2026-09 Expressing Support for The Dignidad (Dignity) Act, H.R. 4393.

5. **MAYOR & COUNCIL MEMBER/ SUCCESSOR AGENCY/ ITEMS FOR CONSIDERATION:**
   A. Consider Approving Employee Agreement, with Jacob S. McAfee for position of Fire Chief (Discussion/Action).

6. **ACTIVITY REPORTS/SPECIAL PRESENTATIONS & COMMITTEE REPORTS:**
   A. Activity Reports:
      1. Public Works/Code Enforcement/Animal Control Departments Activity Report: Scott Davis, Public Works Director.
         a. City Engineer's Activity Report: Javier Andrade –A&M Consulting Engineers
      2. IT Department Activity Report: Humberto Bermudez, IT Director.
      3. PARCS Department Activity Report: Anna Lara, PARCS Director, Anna Lara.
      4. Police Department Activity Report: Cecilio Velasco, Chief of Police.
      5. Community Development Activity Report: Joshua McDonnell, Contract City Planner, 4Creeks.
      6. Economic Development & Grant Writing Report: Emily Engelsgaard, Grants 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 Approval of Police Officer Trainee Sponsorship for Alexi Reyes and Budget Allocation (Discussion/Action).

B. Consider adopting the latest revision to the City of Avenal Investment Policy (Discussion/Action).

C. Introduction and First Reading of Multiple Ordinances Amending the Avenal Municipal Code (Discussion/Action).

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

A. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel – ANTICIPATED LITIGATION (Government Code § 54956.9(d)). Significant exposure to litigation (Government Code § 54956.9(d)(2)). Number of potential cases is: 1.

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

a. *City of Avenal v. Lupe Villa, County of Kings, et al.,*
County's attempted to usurp and/or impersonate City Elections Official; Lupe Villa, County Elections Official confirmed at the 1/8/2026 Council meeting that no agreement exists for the County to provide any municipal recall election services on behalf of the City, stating he acted under prior City elections resolutions in handling municipal recall petitions.

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

Parties, case/claim no: *County of Kings DA, v. City of Avenal*
(Kings County Superior Court, **Case No. 25CU0549**)

C. INITIATE LITIGATION (Government Code § 54956.9(d)(4)).

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

11. CORRESPONDENCE/ANNOUNCEMENTS/CLOSING COMMENTS:

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

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

12. ADJOURNMENT:

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

I certify this Agenda of the City of Avenal City Council workshop is to be posted at the following locations: 1) City Council Chambers, Avenal Theater 233 E. Kings St.; 2) City Hall, 919 Skyline Blvd.; 3) Aftermath Gym, 600 Skyline Blvd.; and 4) T&T Market, 801 Skyline Blvd. Avenal CA 93204 on, March 9, 2026.

/s/ Maria Ortiz
Maria Ortiz, City Clerk

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

Sesión de estudio : 16:30 - Encuentro con Jacob McAfee, candidato a jefe de bomberos

ÚLTIMA ORDENANZA: 2025-03 **ÚLTIMA RESOLUCIÓN DE LA CIUDAD: 2026-12**
(SA) ÚLTIMA RESOLUCIÓN: 2026-01 **ÚLTIMA RESOLUCIÓN DE PFA: 2024-03**

AGENDA

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

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

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

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

Reconocimientos especiales: ***Andrea López – Propietaria de La Carreta por 20+ años de servicio a Avenal***
Liga de Mujeres México-Americanas, presentando a: ***Alcalde Álvaro Preciado por participar en una Conferencia Binacional sobre Juventud, Deportes y Prevención del Fentanilo.***

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. Considere la aprobación de las actas de la Ciudad de Avenal/Agencia Sucesora para la reunión ordinaria del 12 de febrero de 2026.
   B. Considere ratificar la servidumbre temporal de construcción continua a Pacific Gas & Electric (PG&E) en City Corporal Yard para el proyecto de reemplazo de gasoductos.
   C. Consideremos la reelección de los comisionados de urbanismo *Sergio Ramírez* (alcalde Preciado) y *Amado Cervantez* (concejal Hernández).
   D. Ratificar la aceptación de la construcción del Proyecto Solar Fotovoltaico en la WWTF y autorizar al Gerente Municipal a presentar un Aviso de Finalización ante la Oficina del Registro del Condado de Kings.
   E. Ratificar la Resolución 2026-09 que expresa apoyo a la Ley de Dignidad (Dignidad), H.R. 4393.

5. **ALCALDE Y CONCEJAL/ AGENCIA SUCESORA/ PUNTOS A CONSIDERAR:**
   A. Considera aprobar el Acuerdo de Empleado con Jacob S. McAfee para el puesto de Jefe de Bomberos (Discusión/Acción).

6. **INFORMES DE ACTIVIDADES/PRESENTACIONES ESPECIALES E INFORMES DE COMITÉS:**
   A. Informes de actividad:
      1. Informe de actividad de Obras Públicas/Cumplimiento del Código/Control de Animales: Scott Davis,
      Director de Obras Públicas.
         a. Informe de actividad de City Engineers: Javier Andrade –A&M Consulting Engineers
      2. Informe de actividad del Departamento de TI: Humberto Bermudez, Director de TI.
      3. Informe de actividad del Departamento PARCS: Anna Lara, Directora de PARCS, Anna Lara.
      4. Informe de actividad del Departamento de Policía: Cecilio Velasco, Jefe de Policía.
      5. Informe de actividad de desarrollo comunitario: Joshua McDonnell, planificador urbano contratado, 4Creeks.
      6. Informe de Desarrollo Económico y Redacción de Subvenciones: Emily Engelsgaard, Gestora de Subvenciones, 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. NUEVOS NEGOCIOS:

A. Considera la aprobación del patrocinio de becarios de policía para Alexi Reyes y la asignación presupuestaria (discusión/acción).
B. Considere adoptar la última revisión de la Política de Inversión de la Ciudad de Avenal (Discusión/Acción).
C. Introducción y primera lectura de varias ordenanzas que modifican el Código Municipal de Avenal (discusión/acción).

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

A. LITIGIO PENDIENTE (Código de Gobierno § 54956.9). La intención de este órgano de gobierno es reunirse en sesión cerrada respecto a: Conferencia con asesores legales – LITIGIO ANTICIPADO (Código de Gobierno § 54956.9(d)). Exposición significativa a litigios (Código de Gobierno §54956.9(d)(2)). El número de casos potenciales es: 1. Hechos y circunstancias claramente conocidos por el posible demandante (si los hay) que podrían dar lugar a litigios (Código de Gobierno § 54956.9(e)(2)):

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

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

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

C. INICIAR LITIGIOS (Código de Gobierno § 54956.9(d)(4)).

Conferencia con asesores legales - LITIGIO ANTICIPADO (Código de Gobierno § 54956.9(d)(4)).
Inicio de litigio (párrafo (4) de la subdivisión (d) del Código del Gobierno § 54956.9).
El número de casos potenciales es: __1__.

11. CORRESPONDENCIA/ANUNCIOS/COMENTARIOS FINALES:

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

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

12. LEVANTAMIENTO:

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

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

/s/ Maria Ortiz
Maria Ortiz, secretaria municipal

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

Study Session: 4:30pm - Review Final Agreement with Optimized Investment Partners, LLC
Review 2026 Avenal Speak Community Climate Survey
Study session began at 4:36 P.M. and ended at 5:10 P.M.

Minutes

CALL TO ORDER & PLEDGE OF ALLEGIANCE: Mayor Preciado 5:28 P.M.

Mayor Preciado called for a moment of silence for the passing of Coach Wilbert Reed & Teacher Victoria "Vicky" Taylor.

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

ABSENT: Councilmember Reynosa.

STAFF: Price, Velasco, Curiel, Ortiz, Bermudez, 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.

Council Member/Successor Agency Member Preciado motioned add Emergency Items 5B and 5C to the agenda. The motion was seconded by Council Member/Successor Agency Member Gamez and motion carried.

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

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

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

Mayor Preciado presented Certificates of Recognition to the volunteers previously mentioned.

Renee Missakian, COO and Executive Vice President of The CrisCom Company, reported that a $4 million funding request was awarded for a new water tank for the City of Avenal, with assistance from Congressman Valadao. She stated that The CrisCom Company continues to work with the City on additional projects.

Frank Lopez**,** Avenal resident, commented on Rotary Club food distribution activities. He also announced a meeting regarding the upcoming Old Timers Day scheduled for February 4 at 5:45 p.m. at the Avenal Museum. He stated that the Old Timers Day event will include Lucha Libre and live music, expressed hope for participation from Avenal High School students, and noted that he will be organizing a high school alumni reunion.

Antony V. Lopez, City Manager and Avenal resident, commented on an increase in Public Records Act (PRA) requests submitted to City Hall by an individual, Sheila Verdugo. He stated that the City and City Council are committed to transparency but that the volume of requests requires significant staff time and impacts other priority projects. He added that the City remains open regarding its ongoing efforts. He also stated that the City is accepting applications for the Reimagining Kings Street Committee following the award of funding, announced that the Community Climate Survey will be released soon, and noted that work continues on the Community Center project.

CONSENT CALENDAR:

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

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

Council Member/Successor Agency Member Verdugo motioned to move Consent Calendar Item D to New Business and approve Items A, B, & C. The motion was seconded by Council Member/Successor Agency Member Gamez and motion carried.

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

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

A. Consider Approving Offering a Discount for Utility Customers who Participate in 2026 Community Climate Survey (Discussion/Action).

City Manager, Antony V. López, presented report as submitted. Mayor Preciado stated there is low civic participation at meetings so the survey will be useful data gathered. Assistant City Manager/Deputy City Karla Curiel, added that A&M Engineering has been using previous survey data for grant writing.

Council Member/Successor Agency Member Gamez motioned to approve Resolution 2026-07. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.

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

ABSENT: Reynosa.
ABSTAIN: None.

B. Consider accepting the construction of the Solar Photovoltaic project at the WWTF and authorizing the City Manager to file a Notice of Completion with the Kings County Recorder's Office (Discussion/Action).

Alfonso Manrique, PE Principal, A&M Consulting Engineers, presented report as submitted.

Council Member/Successor Agency Member Gamez motioned to approve Resolution 2026-08. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.

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

C. Consider Resolution Expressing Support for The Dignidad (Dignity) Act Act, H.R. 4393 (Discussion/Action).

Luis Ramirez, Nissei Famers League Representative, gave a brief summary on the Dignity Act. Mayor Preciado also shared additional information of other agencies' support towards the Dignity Act.

Council Member/Successor Agency Member Gamez motioned to approve Resolution 2026-09. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.

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

ACTIVITY REPORTS/SPECIAL PRESENTATIONS & COMMITTEE REPORTS:

A. Activity Reports:

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

Scott Davis, Public Works Director, presented report as submitted. Scott also expanded on beneficial reasons for looking into digital meters for the entire City and it remains to be a hopeful project pending the search for funding. Scott also shared that the speed signs coming into town that blocked the LED sign have been moved. Councilmember Verdugo brought up a citizen concern regarding not seeing the animal control vehicle around town. He also stated that the City needs to get more vehicle abatements done as the issue is growing. Scott added that more patrolling would be done and that there have been discussions to address the abandoned vehicle issues.

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

Javier Andrade, City Engineer, presented report as submitted.

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

Humberto Bermudez, IT 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. Consider the Close Out Report on the 2021-CDBG Homebuyer & Owner-Occupied Rehabilitation (21-CDBG-000010 and 21-CDBG-HA-00011)
    a. Staff Report
    b. Public Hearing

Public hearing was opened by Mayor Preciado at 7:30 P.M. Public hearing was closed by Mayor Preciado at 7:31 P.M.

    c. ~~Approval of Resolution (Discussion/Action)~~

Maria "Angie" Ortiz, City Clerk, presented report as submitted.

Council Member/Successor Agency Member Gamez motioned to approve Close Out Report on the 2021-CDBG Homebuyer & Owner-Occupied Rehabilitation (21-CDBG-000010 and 21-CDBG-HA-00011). The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.

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

OLD BUSINESS:

A. None.

NEW BUSINESS:

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

Mayor Preciado inquired on the new CompTIA A+ certification requirement. Humberto responded that the certification in his experience takes 1-2 months.

Council Member/Successor Agency Member Hernandez motioned to approve Resolution 2026-10. The motion was seconded by Council Member/Successor Agency Member Verdugo and motion carried.

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

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

City Manager, Antony López, presented report as submitted.

Council Member/Successor Agency Member Gamez motioned to approve Resolution 2026-11. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.

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

ABSENT: Reynosa.
ABSTAIN: None.

C. Consider Approval of Patrol Vehicle Upfitting, Equipment Installation, Graphics, and Budget Modification.

Councilmember Verdugo inquired whether Chief Velasco anticipates exceeding the modified budget. Chief Velasco responded that he aims to remain under budget and plans accordingly for potential influxes, stating he does not anticipate exceeding the budget. Councilmember Verdugo also asked whether he conducts due diligence by seeking the best pricing and obtaining multiple quotes. Chief Velasco confirmed that he does.

Council Member/Successor Agency Member Gamez motioned to approve Resolution 2026-12. The motion was seconded by Council Member/Successor Agency Member Preciado and motion carried.

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

CORRESPONDENCE/ANNOUNCEMENTS/CLOSING COMMENTS:

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

City Manager, Antony V. Lopez, stated he looks forward to all upcoming projects. Councilmember Hernandez invited to community to participate at food distributions. Mayor Preciado stated he has been representing the City of Avenal at many meetings. He also shared that he attended a memorial for Veteran Covarrubias. He also stated that Councilmembers have a difficult time as not everyone approves of all decisions, but they are working in the best interest of the city to build sustainability. Lastly, Preciado shared about possible landfill projects coming up

CLOSED SESSION: (City/Successor Agency):

B. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel – ANTICIPATED LITIGATION (Government Code § 54956.9(d)). Significant exposure to litigation (Government Code § 54956.9(d)(2)). Number of potential cases is: 1.

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

a. *City of Avenal v. Lupe Villa, County of Kings, et al.,*
County's attempted to usurp and/or impersonate City Elections Official; Lupe Villa, County Elections Official confirmed at the 1/8/2026 Council meeting that no agreement exists for the County to provide any municipal recall election services on behalf of the City, stating he acted under prior City elections resolutions in handling municipal recall petitions.

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

City Council went into closed session at 8:09 P.M.

ADJOURNMENT:

City Council came out of Closed Session at 8:39 P.M. with nothing to report and meeting was adjourned.

/s/ Karla Curiel
Karla Curiel, Deputy City Clerk

City of Avenal

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

Public Notice
Meeting Cancellation

NOTICE IS HEREBY GIVEN that the City Council meeting scheduled for Thursday, February 26, 2026, has been canceled due to Council members attending the South San Joaquin Valley Division Meeting in Lemoore, scheduled at the same time.

The next scheduled City Council meeting will take place on Thursday, March 12, 2026, at 5:15 p.m., at the Avenal Theater & Event Center, located at 233 E. Kings St., Avenal, CA.

By: //ss// _____
Maria Ortiz, City Clerk

Aviso Público
Cancelación de la reunión

AVISO SE PROPORCIONA POR LA PRESENTE que la reunión del Ayuntamiento programada para el jueves 26 de febrero de 2026 ha sido cancelada debido a que los miembros del Concejo asistirán a la Reunión de la División del Sur del Valle de San Joaquín en Lemoore, programada a la misma hora.

La próxima reunión programada del Concejo Municipal se llevará a cabo el jueves 12 demarzo de 2026, a las 5:15 p.m., en el Teatro Avenal y Centro de Eventos, ubicado en 233 E. Kings St., Avenal, CA.

Por: //ss// _____
María Ortiz, Secretaria Municipal

I certify this Agenda of the City of Avenal City Council meetings are to be posted at the following locations: 1) City Council Chambers, Avenal Theater & Event Center 233 E. Kings St.; 2) City Hall 919 Skyline Blvd.; 3) T&T Market, 801 Skyline Blvd. Avenal CA 93204 on February 23, 2026.

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

LEAGUE OF CALIFORNIA CITIES

South San Joaquin Valley Division

MEMBERS

Arvin
Avenal
Bakersfield
Clovis
Coalinga
Corcoran
Delano
Dinuba
Exeter
Farmersville
Firebaugh
Fowler
Fresno
Hanford
Huron
Kerman
Kingsburg
Lemoore
Lindsay
Madera
Maricopa
McFarland
Mendota
Orange Cove
Parlier
Reedley
Sanger
San Joaquin
Selma
Shafter
Taft
Tehachapi
Tulare
Visalia
Wasco
Woodlake

General Membership Meeting

Thursday, February 26th, 2026

Location: Veteran's Memorial Building
411 W. D Street
Lemoore, CA 93245

Time: 6:00 pm – Reception
6:30 pm-Dinner/Program

Please RSVP by 5 pm, Friday, February 20th via this link.

Cancellations not received by 5 pm on February 20th will be refunded.

AGENDA ITEM NO. 4. B

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

TO: **Honorable Mayor and City Council**

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

PREPARED BY **Scott Davis Public Works Supervisor**

DATE: **March 11, 2026**

RE: **Consider Ratifying Continued Temporary Construction Easement to Pacific Gas & Electric (PG&E) at City Corporal Yard for Gas Pipeline Replacement Project.**

INFORMATION:

Since March 2022, the City of Avenal has allowed Pacific Gas & Electric (PG&E) to utilize a portion of City-owned property located behind the main Public Works yard as a temporary construction easement (TCE) in support of PG&E's gas pipeline inspection and replacement work in the area. The pipeline traverses City property, and several inspection points associated with the line are located on or near the site.

The easement area has primarily been used by PG&E crews for staging purposes, including the parking of vehicles and the temporary storage of equipment and materials needed to service and inspect the pipeline infrastructure.

The proposed action represents the third extension of the temporary construction easement. Under the updated agreement, the footprint requested by PG&E is slightly reduced from prior terms; however, the company is requesting continued access to the site for staging and equipment storage related to the ongoing project.

The Public Works Department has not experienced any operational conflicts or issues resulting from PG&E's use of the area and does not anticipate interference with City operations at the Public Works yard. In exchange for the temporary use of the property, PG&E compensates the City at a rate of approximately $3,000 for the three-month term (equivalent to roughly $1,000 per month).

Legal Counsel has reviewed the agreement, and both parties have agreed to the language and conditions.

RECOMMENDATION:

By Resolution, authorize the City Manager to sign the Temporary Construction Easement with Pacific Gas & Electric Company for use of the City's Corporal Yard for PG&E's gas pipeline replacement project.

FISCAL IMPACT:

The City will be compensated for the Temporary Construction Easement by $1,000.00 for each month of use, estimated at three months, or $3,000.00. If construction is extended, the City will continue to receive $1,000.00 up to twelve months after agreeing to the TCE.

AGENDA ITEM NO. 4. B

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

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:

A RESOLUTION OF THE CITY OF AVENAL AUTHORIZING CITY MANAGER TO SIGN TEMPORARY CONSTRUCTION EASEMENT WITH PACIFIC GAS & ELECTRIC COMPANY AT CITY CORPORAL YARD FOR GAS PIPELINE REPLACEMENT PROJECT

RESOLUTION 2026- 13

WHEREAS, the City of Avenal owns and operates its Corporal Yard at 1290 Hydril Road Avenal, CA 93204; and

WHEREAS, Pacific Gas & Electric (PG&E) Company owns a gas pipeline that transverses the City Corporal Yard; and

WHEREAS, PG&E is repairing and replacing sections of their gas pipeline and require access to the City's Corporal Yard for staging equipment and prep work; and

WHEREAS, the City wishes to grant a Temporary Construction Easement to PG&E for a maximum duration of twelve (12) months for the gas pipeline replacement project to conclude.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Avenal held on March 12, 2026, by the following vote:

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL REGULAR MEETING HELD ON **March 12, 2026**, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found the foregoing recitals to be true, correct and incorporated herein;
2. City Council of the City of Avenal does hereby authorize the City Manager to sign the Temporary Construction Easement with Pacific Gas & Electric Company for use of the City's Corporal Yard for PG&E's gas pipeline replacement project
3. Authorize the City Manager and relevant city staff to conduct the terms and conditions of this resolution and take all proper steps necessary and/or convenient and/or incidental thereto.

TEMPORARY CONSTRUCTION EASEMENT

CITY OF AVENAL

(collectively "**Property Owner**"), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**PG&E**"), a temporary construction easement ("**TCE**") for good and valuable consideration, the receipt is hereby acknowledged, to be used in connection with PG&E's gas transmission line project ("**PG&E's Project**"), within Property Owner's lands which are situated in the County of Kings, State of California, identified as 1284 Hydril Rd., Avenal, CA 93204, County Assessor's Parcel Number 038-260-049 (the "**Property**").

The activities allowed under this TCE is/are described as follows:

(a) To use for laydown and staging purposes, including the right to park vehicles, locate construction trailers, and store materials and equipment.

(b) temporary storage of liquefied natural gas (LNG) and/or compressed natural gas (CNG) along with associated equipment and appurtenances, including hoses, trailers, vehicles and to convey such gas to PG&E's pipeline facilities.

The activities described above shall be within the area(s) delineated on the map attached and collectively referred to as ("**Temporary Easement Area**").

1. **Term.** The term of this TCE shall be for a period of 3 month(s) commencing on March 1, 2026 and shall terminate on June 1, 2026 (the "**Term**"). PG&E shall have the right, subject to the terms herein, to extend the Term on a month-to-month basis for up to two (2) month(s) by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.

2. **Compensation.** PG&E shall pay Property Owner for a total amount of THREE THOUSAND DOLLARS ($3,000.00) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the Term of this TCE, PG&E shall pay Property Owner ONE THOUSAND DOLLARS ($1,000.00) per month for the duration of the extended Term.

3. **Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the non-exclusive right of ingress to and egress from the Temporary Easement Area along the route(s) as shown on the map attached. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area if needed, and shall remove such fencing and gates at the end of the Term, if installed.

4. **Indemnification.** PG&E agrees to indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that

portion of such loss or damage that shall have been caused by Property Owner's comparative negligence or willful misconduct.

5. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term without additional fees or permission.

6. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property.

7. **Insurance.** PG&E certifies it is insured under a major risk management program with large self-insured retentions, with the minimum amount of $1,000,000 covering PG&E use of the Temporary Easement Area under this TCE.

8. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.

9. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.

10. **Notices.** Any notices or communications hereunder shall be in writing and shall be personally delivered, or by email transmission, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice.

If to Property Owner:

City of Avenal
C/O: Scott Davis, Public Works Director
919 Skyline Blvd.
Avenal, CA 93204
Phone: 559-362-0401
Email: sdavis@cityofavenal.gov

If to PG&E:

PG&E
Attn: Danielle Gonzales, Right of Way Agent
Land Management
8 East River Park Place West
Fresno, CA 93720
Phone: 559-267-8340
Email: Danielle.gonzales@pge.com

11. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.

12. **Successors, Heirs, and Assigns.** The provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties. Property Owner shall be responsible for disclosing this TCE to any prospective buyers or new owner(s) of the Property and agrees to provide PG&E with written notice of any sale or transfer of the Property during the Term or any amendment to the Term of this TCE.

13. **Electronic Signatures**. This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.

14. **Execution in Counterparts.** This TCE may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

PROPERTY OWNER:		PG&E:	
By:	Antony N. López	By:	E-SIGNED by Jeannette Rotz on 2026-02-20 22:00:27 GMT
Name:	Antony V. López	Name:	Jeannette Rotz
Its:	City Manager	Its:	Land Acquisition
Date:	02/20/2026	Date:	February 20, 2026

TEMPORARY EASEMENT AREA

APN: 038-260-049



Rental Area = 0.90 acre (in purple)
Access= Ingress and Egress from Avenue 36

AGENDA ITEM NO. . – 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 Lopez, City Manager
PREPARED BY:	Maria Ortiz, City Clerk
DATE:	March 9, 2026
RE:	Consider Reappointments to the Avenal Planning Commission

INFORMATION:

The Planning Commission currently has two members whose terms have expired after completing four (4) years of service. Both commissioners have expressed their interest in continuing to serve and have requested reappointment to the Planning Commission.

The following reappointments are being recommended:

- Sergio Ramirez – Appointment by Mayor Preciado
- Amado Cervantes – Appointment by Councilmember Hernandez

Their letters of interest are attached for the City Councils review.

Both individuals have served the City of Avenal with dedication and have participated in Planning Commission meetings and deliberations regarding land use, development, and planning matters affecting the community.

RECOMMENDATION:

Staff recommends by motion that the City Council approve the reappointment of Sergio Ramirez and **A**mado Cervantes to the Avenal Planning Commission for a new four-year term.

Sergio Ramirez
701 S. Ffith Ave.
Avenal, CA 9204

RE: Reappointed to the Planning Commission for the City of Avenal.

Honorable Mayor and Members of the City Council,

I respectfully submit this letter expressing my interest in being reappointed to the Planning Commission for the City of Avenal.

It has been a privilege to serve on the Planning Commission during my current term. I have valued the opportunity to contribute to discussions and decisions that shape the growth, development, and long-term planning of our community. Serving in this capacity has strengthened my commitment to responsible development and thoughtful land use planning that benefits the residents of Avenal.

If reappointed, I will continue to dedicate the necessary time and attention to reviewing agenda materials, attending meetings regularly, and participating in deliberations in a fair and impartial manner. I remain committed to upholding the duties and responsibilities of a Planning Commissioner in accordance with City policies and applicable laws.

Thank you for your consideration. I look forward to the opportunity to continue serving the City of Avenal.

Respectfully,

Sergio Ramirez 

February 6, 2026

Amado Cervantes
217 E. Merced St.
Avenal, CA 93204

To Whom It May Concern:

I am writing to formally request renewal of my position as a Planning Commissioner.

It has been an honor to serve in this role, and I would welcome the opportunity to continue contributing to the planning and development of our community.

I remain committed to serving responsibly and in the best interest of the City of Avenal.

Thank you for your time and consideration.

Sincerely,



Amado Cervantes

RESOLUTION NO. 2026-08

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

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

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

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

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

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

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

AYES: **GAMEZ, HERNANDEZ, VERDUGO, PRECIADO.**
NOES: **NONE.**
ABSENT: **REYNOSA.**
ABSTAIN: **NONE.**

Alvaro Preciado, Mayor of the City of Avenal

ATTEST:

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

Maria Ortiz, City Clerk of the City of Avenal

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

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

RESOLUTION 2026-09

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

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

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

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

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

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

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

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

UPON MOTION OF COUNCIL MEMBER GAMEZ, SECONDED BY COUNCIL MEMBER HERNANDEZ, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON **February 12, 2026,** BY THE FOLLOWING VOTE:

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

NOES: **NONE.**

ABSTAIN: **NONE.**

ABSENT: **REYNOSA.**

ALVARO PRECIADO, Mayor
CITY OF AVENAL

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

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

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found that the foregoing recitals are true;

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

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

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

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

AGENDA ITEM NO. 5. - A

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

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

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

DATE: **March 12, 2026**

RE: **Consider Approving Employee Agreement, with Jacob S. McAfee for position of Fire Chief**

INFORMATION:

On September 11, 2025, the City of Avenal formally established the Avenal Fire Department, marking a historic step in the City's effort to build and maintain its own local public safety infrastructure.

As the City transitions from contract-based fire protection services toward a fully operational municipal fire department, it is essential to ensure strong leadership capable of guiding the department through its formative years. After posting the positioning December, and evaluating several candidates with extensive experience in fire service leadership, training, and organizational development, the City Manager selected Jacob McAfee to serve as the first Fire Chief of the Avenal Fire Department.

Chief McAfee brings more than 25 years of fire and emergency services experience, spanning both military and civilian fire service, including service with the United States Marine Corps, Air Force, Army, and Navy. His early career included eight years in Aircraft Rescue and Fire Fighting (ARFF) roles with the United States Marine Corps, where he led personnel during deployments to Iraq in 2003 and 2006.

Throughout his career, Chief McAfee has served in nearly every major functional area of fire service operations, including roles as:

- Firefighter
- Hazardous Materials Specialist
- Urban Search and Rescue Team Leader
- Captain
- Division Chief
- Assistant Chief overseeing Training, Prevention, and Operations
- Accreditation Manager
- Fire Chief in multiple departments

Most recently, Chief McAfee served as Deputy Fire Chief for the North Central Fire Protection District, where he played a key role in re-establishing and operationalizing the district after the termination of a long-standing service contract with a neighboring city. During this period, the organization grew significantly from 40 to 80 personnel and from three to six stations, while implementing technological improvements and collaborative initiatives that strengthened operational performance.

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

Chief McAfee also brings a strong commitment to education and professional development within the fire service. He currently works with multiple academic institutions, including Fresno City College, Columbia Southern University, and Fresno Pacific University, helping develop fire and emergency management curriculum and teaching degree-based courses for future fire service professionals.

He holds several nationally recognized leadership credentials, including:

• Chief Fire Officer (CFO) – Center for Public Safety Excellence
• Chief Training Officer (CTO) – Center for Public Safety Excellence
• Executive Fire Officer (EFO) – National Fire Academy
• Fire Service Chief Executive Officer Certificate – Texas A&M University Mays Business School

Chief McAfee is also a certified instructor through the California State Fire Marshal, Cal OES Hazardous Materials Program, American Heart Association, and the National Safety Council. He is currently pursuing a PhD in Emergency Management, further demonstrating his commitment to advancing the profession.

Chief McAfee's leadership approach is data-driven, collaborative, and focused on building high-performing organizations. As Avenal launches its municipal fire department, this analytical and strategic approach will be critical to ensuring the department grows responsibly, deploys resources efficiently, and builds a service model tailored to the needs of the Avenal community.

The City Manager believes Chief McAfee is the right leader to help establish the Avenal Fire Department on a strong foundation, bringing both operational expertise and strategic vision as the City builds a modern, sustainable fire service.

An Employment Agreement between the City of Avenal and Jacob McAfee has been negotiated and reviewed as to form by the City Attorney. The agreement provides for a three-year term, with two additional one-year extension options, subject to mutual agreement between the City and the Fire Chief.

RECOMMENDATION:
Because of the importance of establishing leadership of the department, Staff therefore requests that the City Council approve the agreement.

Approve by motion Resolution 2026-14 as presented, approving the employment agreement with Jacob S. McAfee as the Fire Chief.

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL ENTERING INTO AN AGREEMENT WITH JACOB S. MCAFEE FOR THE POSITION OF "FIRE CHIEF" FOR THE CITY OF AVENAL FIRE DEPARTMENT.

RESOLUTION 2026-__14___

WHEREAS, on September 11, 2025, the City of Avenal established the Avenal Fire Department to provide local fire protection and emergency response services to the community; and

WHEREAS, the establishment of a municipal fire department requires experienced leadership to guide the organization during its development and operational growth; and

WHEREAS, the City Manager has selected Jacob McAfee to serve as Fire Chief of the Avenal Fire Department based on his extensive experience in fire and emergency services, organizational leadership, and training; and

WHEREAS, Jacob McAfee brings more than 25 years of experience in fire and emergency services, including service in the United States Marine Corps and leadership roles within multiple fire service organizations; and

WHEREAS, the City Manager negotiated an Employment Agreement with Jacob McAfee to serve as Fire Chief; and

WHEREAS, the agreement provides for a three-year term with the option for two additional one-year extensions, subject to mutual agreement; and

WHEREAS, the Employment Agreement has been reviewed and approved as to form by the City Attorney; and

WHEREAS, the City Council desires to approve the execution of the Employment Agreement.

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 March ___, 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. Does hereby approve and authorize the City Manager to enter into an Agreement with Jacob S. McAfee for the position of Avenal Fire Chief commencing March 16, 2026 for a period as agreed upon and so designated by the attached Employment Agreement.

3. 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.

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

EMPLOYMENT AGREEMENT

This Agreement is made and entered into on the latest date set forth by signature below by and between the City of Avenal, California ("**CITY**") and **Jacob S. McAfee** ("**EMPLOYEE**") both of whom understand and agree as follows:

WHEREAS, CITY desires to employ the services of EMPLOYEE as Fire Chief, on a full-time basis;

WHEREAS, it is the desire of the CITY to provide certain benefits, to establish certain conditions of employment and to set working conditions for EMPLOYEE; and

WHEREAS, EMPLOYEE desires to accept employment as the Fire Chief for the City of Avenal under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Appointment and Duties.

A. Upon successful completion of EMPLOYEE's psychological and medical screenings, the City Council hereby appoints EMPLOYEE as the Fire Chief of the City of Avenal, to competently perform functions and duties of the Fire Chief as set forth in the City of Avenal Municipal Code, as it may be amended from time to time, in addition to any other functions and duties specified by State and federal law, CITY ordinance or resolution, CITY policies, operative job description or other directive, and to perform other legally permissible and proper duties and functions as the City Manager and the City Council shall assign from time to time, without additional compensation aside from the compensation provided for in this Agreement. Both parties acknowledge that the specific duties of the position may vary from time to time. EMPLOYEE must work exclusively for CITY and must not consult or accept concurrent employment or commercial business opportunity with any other person or entity without the prior written approval of the City Manager.

1. Notwithstanding the foregoing, EMPLOYEE may engage in limited professional teaching, speaking, or consulting activities outside of normal working hours, provided such activities do not conflict with EMPLOYEE's duties, create a conflict of interest, or interfere with the operations of the Fire Department, and are approved in advance in writing by the City Manager. Such activities shall be consistent with the professional development objectives of the CITY.

B. EMPLOYEE must devote his/her best efforts, full energy, skill, ability and productive time to the performance of his/her duties under this Agreement.

C. The operational control and supervision of the CITY's fire department shall be under the control of the Fire Chief. Pursuant to Avenal Municipal Code ("**AMC**") § 4-12.01, the Fire Chief shall direct the administration and operations of the fire department and, in

DRAFT

addition to policies transmitted to him/her by the City Manager, shall establish such other policies, directives, rules and regulations for the administration and operations of the fire department as he/she sees fit. However, from an organizational standpoint, and pursuant to AMC § 4-12.01(b), the City Manager shall be the immediate supervisor of the Fire Chief and the Fire Chief shall report directly to the City Manager and not to the City Council or individual members thereof, unless otherwise directed to do so by the City Manager or a duly enacted ordinance.

D. The EMPLOYEE shall be responsible for the supervision of a full service municipal fire department. EMPLOYEE's duties shall include, but are not limited to, the following:

1. Development and updating of a strategic Fire Chief succession plan for present and future incumbents of that public office;

2. Planning, organizing, coordination and implementation of all fire services, and all services incidental thereto;

3. Preparation and submission to the City Manager of a proposed department budget and grant applications as directed, and operation of the fire department within the annual budget as approved by the City Council and authorized by the City Manager;

4. Hiring, training and supervision of all fire department personnel, all terminations and filling of vacancies within the fire department must only occur with the express consent and approval of the City Manager, which must be in writing;

5. Supervision and control of all equipment and motor vehicles assigned to and held by the fire department;

6. Establishing uniforms, equipment and vehicle specifications and policies for the fire department;

7. Maintaining the discipline of fire department personnel; the development and issuing of orders, rules, regulations, policies and procedures, subject to the approval of the City Manager and consistent with CITY's ordinances, rules and regulations to the extent appropriate;

8. Provide fire department goals, objective, priorities, statistical reports and fire activities, as directed by the City Manager, to the City Council;

9. Maintain regular communication with, and provide written progress reports to, the City Manager as to all pending requests to the Fire Chief from the City Manager and City Council;

10. Coordinate with the City Manager an introduction to the City Council of all

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new CITY fire officers, and an opportunity for them to be ceremonially sworn in at a City Council meeting with their loved ones present;

11. Coordinate with the City Manager a time to recognize, at a City Council meeting, individual CITY fire volunteers who have achieved a significant professional accomplishment;

12. Provide communications with the public, including the media, on matters relating to crime, fire activities and department policy;

13. Command all of the CITY's fire officers and serve as the CITY's chief fire enforcement officer; and

14. Perform other duties as required and appropriate for a Fire Chief in a small fire department located in a small rural community such as the City of Avenal.

Section 2: Term of Agreement.

A. This Agreement shall be effective commencing on **_____, 2026**, and the term of this Agreement shall automatically expire at the end of the calendar day (11: 9:59 P.M. local time) on **_____, 2029**. If a new Fire Chief is not yet selected or sworn in, the CITY shall have the option to extend the term of this Agreement for an additional two (2) years, provided that written notice of the extension is provided to EMPLOYEE no later than sixty (60) days before end of the term or extended term.

B. Nothing in this Section shall prevent, limit, or otherwise interfere with the right of the CITY to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in this Agreement.

C. Nothing in this Section shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time from his/her position with the CITY, subject only to the provisions set forth in this Agreement.

Section 3: Compensation and Benefits.

A. CITY agrees to pay EMPLOYEE, for his/her services rendered under this Agreement, a *gross* annual base salary of one hundred thirty-five thousand U.S. dollars ($135,000 USD) per year. 10% salary adjustment shall take effect upon the Fire Department becoming fully operational and providing primary emergency response services within the City without reliance on an outside agency. Salary shall be earned and payable on a pro rata basis at the close of each pay period, and paid to EMPLOYEE at the same times, and in the same manner, as full-time salaried employees of the CITY are paid, and shall be subject to all applicable taxes and withholdings, which may include without limitation Social Security, FICA and employee contributions for the Public Employee Retirement System ("**PERS**"). In addition to base salary, EMPLOYEE shall be eligible to qualify for all of CITY's differential pay incentives, including but not limited to Bilingual Skills Differential pay.

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B. The parties agree that EMPLOYEE shall be responsible for the employee portion of contributions which are required by applicable laws, benefits providers and retirement plans, including without limitation those for Social Security and PERS, and the CITY shall be responsible for the corresponding employer contributions.

C. **Benefits**:

(i) General: The parties agree that EMPLOYEE shall be entitled to paid administrative leave, paid sick leave, paid holiday leave, life insurance, employer PERS contributions as provided under this Agreement, and such other benefits, stipends and allowances provided hereunder. EMPLOYEE agrees to be responsible for each and all individual income tax consequences resulting from CITY's payment of EMPLOYEE's benefits, including but not limited to and all financial stipends and allowances received by EMPLOYEE. All paid and unpaid leaves may be used at the discretion of EMPLOYEE with the prior written approval of the City Manager.

(ii) PERS: EMPLOYER shall provide the Public Employees Retirement System (**PERS**) retirement to EMPLOYEE. EMPLOYER shall pay the entire employer and employee contribution to PERS to maintain the 2.7% at 57 program, subject to approval by PERS. If at any time, and for any reason, EMPLOYEE is required to pay any portion of his/her retirement contributions, CITY will equitably adjust EMPLOYEE's salary to reimburse EMPLOYEE.

(iii) Health Insurance: CITY shall pay all premiums for EMPLOYEE to receive a Healthcare Program, Dental Plan and Vision Plan for EMPLOYEE and EMPLOYEE's qualifying dependents, in accordance with the rules and regulations governing those insurance plans under the CITY's contract for the same. The EMPLOYEE shall not be entitled to receipt of any cash equivalent amount representing the cost of these benefits.

(iv) Laptop Computer: Employee shall be issued a CITY laptop with limited remote access to his working files (without remote access to law enforcement or other sensitive or regulated databases).

(v) Vacation Leave: EMPLOYEE shall accrue paid vacation leave at the applicable rate prescribed by the City Council's paid vacation accrual policy, as amended from time-to- time, which is generally applicable to all CITY employees. Accrual of vacation leave shall be capped and shall not under any circumstances exceed three hundred twenty (320) hours. When necessary to avoid exceeding such maximum accrual limit, the EMPLOYEE shall be allowed to cash-out an amount of accrued vacation time up to that which amount which accrued during the preceding twelve (12) month period, provided that EMPLOYEE submits a timely written request, prior to exceeding the aforementioned accrual cap. Vacation leave may be taken with the approval of the City Manager and consistent with policies of the CITY. Upon the signing of this Agreement and initial hiring, eighty (80) hours of vacation leave shall be borrowed by EMPLOYEE and become immediately available for use by EMPLOYEE, and shall be reflected as a negative accrued balance.

(vi) Administrative Leave: Upon written approval by the City Manager, EMPLOYEE

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may borrow up to the amount of EMPLOYEE's annual allotment of eighty (80) hours of general administrative leave, minus any administrative leave which has already accrued, whenever EMPLOYEE has not yet accrued sufficient administrative leave to use. Unused administrative leave shall not be carried forward from calendar year to calendar year.

(vii) Sick Leave: EMPLOYEE shall accrue paid sick leave at the applicable rate prescribed by the City Council's paid sick leave accrual policy, as amended from time-to-time, which is generally applicable to all CITY employees. Accrual of sick leave shall be capped and shall not under any circumstances exceed three hundred twenty (320) hours. In the event the EMPLOYEE's employment with CITY terminates, EMPLOYEE shall not be entitled to payment for unused sick leave. In the event the EMPLOYEE retires without any disciplinary action pending, EMPLOYEE shall still not be paid out any accrued and unused sick leave, but if permitted by PERS the same shall be counted as service credit, and/or in such manner which is consistent with the CITY's then-existing policy, which may be amended from time to time. Upon the signing of this Agreement, eighty (80) hours of sick leave shall be immediately available to EMPLOYEE.

(viii) Holiday Leave: EMPLOYEE shall accrue paid holiday leave at a rate of eight (8) hours for each holiday recognized by the CITY, plus two (2) personal holidays. This time shall accrue without limit. In the event the EMPLOYEE terminates employment with the CITY, EMPLOYEE shall be paid out for all unused accrued holiday leave at EMPLOYEE's rate of pay at the time of separation, or in such manner which is consistent with the CITY's then-existing policy, which may be amended from time to time.

(ix) Cellular Telephone: EMPLOYEE shall be issued a City provided cellular device, with service paid for by the City.

(x) Tuition Reimbursement: This contribution shall only be provided in accordance with terms of a citywide employee benefits policy(ies), if any, as updated from time to time. As of the date of this Agreement, this citywide benefit was repealed and may be re-established in the future.

(xi) Automobile Benefit: So long as EMPLOYEE maintains a valid driver's license, EMPLOYEE may utilize a CITY automobile in order to commute to and from work, and for work purposes. Said vehicle shall be insured, repaired and otherwise maintained at the CITY's expense. The value of said benefit shall not count in any computation towards the PERS retirement program and no cash equivalent shall be paid to EMPLOYEE if he/she shall decline this benefit.

D. **Performance, Salary and Informal Evaluations**: The City Manager shall review and evaluate the performance and salary of the EMPLOYEE at least once annually, on or about the EMPLOYEE's employment anniversary and/or at such other mutually agreed time(s). Additionally, during the first year of this Agreement, the EMPLOYEE shall be entitled to initiate and obtain an informal performance evaluation approximately one hundred eighty (180) days after the EMPLOYEE begins his/her employment hereunder. If satisfied with EMPLOYEE's performance, CITY shall have the right, in its sole and absolute

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discretion, to either award a salary increase or decline to award such an increase.

Section 4: At-Will Employment.

A. EMPLOYEE understands and expressly agrees that EMPLOYEE has no constitutionally protected property or other interest in his/her employment as Fire Chief. EMPLOYEE understands and expressly agrees that EMPLOYEE serves at the will and pleasure of the City Manager pursuant to Avenal Municipal Code § 4-12.01 and that EMPLOYEE may be terminated or asked to resign at any time, with or without cause, subject to the terms of this Agreement.

B. Resignation: EMPLOYEE must give the CITY at least sixty (60) days prior written notice if EMPLOYEE voluntarily resigns from the Fire Chief position prior to expiration of this Agreement. The parties agree that this is a material term of this Agreement.

C. Termination Without Cause: The CITY may without cause terminate EMPLOYEE upon thirty (30) days written notice. At the end of said thirty (30) day period, EMPLOYEE's service to the CITY shall automatically terminate. EMPLOYEE shall be allowed to use accrued vacation, not to exceed ten (10) working days, during said thirty (30) calendar day notification period. If separation hereunder occurs within the first twelve (12) months of this Agreement, EMPLOYEE shall thereupon be entitled to receive a lump sum severance pay equal to twelve (12) months base salary only (i.e. without any benefits or other upward adjustments), plus any salary earned as of the final date of employment, and accrued vacation leave. If separation without cause occurs any time after the first twelve (12) months of this Agreement, then severance pay shall be the same, except that the base salary component shall instead be eight (8) months. Upon payment of said lump sum, all other obligations of both CITY and EMPLOYEE under this Agreement shall cease. Notwithstanding the foregoing, the limits of Government Code § 53260(a) shall be complied with to the extent applicable.

D. Termination After Election: The CITY may not terminate EMPLOYEE without cause during the ninety (90) day period following any municipal election in which any new member of the City Council is elected and sworn in.

E. Termination for Cause: Notwithstanding any other provision of this Agreement, CITY may terminate this Agreement for cause upon ten (10) days written notice to EMPLOYEE. For the purposes of this Agreement, cause is defined as follows: (a) The arrest or conviction of EMPLOYEE for any illegal act involving personal gain to him/her, sexual misconduct and/or any felony; (b) Abuse of non-prescription controlled substances or alcohol which materially affects or carries the potential to materially affect the performance of the EMPLOYEE's duties; (c) Repeated or protracted unexcused absences from the Fire Chief's public office and duties; (d) Any unlawful conduct which results in a substantial risk of exposure to civil liability to the CITY; or (e) Breach of any obligation imposed by this Agreement. At the end of said 10-day notice period, the EMPLOYEE's services shall terminate and all further obligations of both EMPLOYEE and CITY under this Agreement shall cease. Any termination pursuant to this subsection shall not prejudice any other remedy

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to which the CITY may, either at law, in equity or under this Agreement, be entitled.

Section 5: Hours of Work.

A. EMPLOYEE shall commence work under this Agreement on _____, 2026 . The Fire Chief position is an exempt employee position and EMPLOYEE is expected each month to engage in a sufficient number of hours of work necessary to competently fulfill the obligations of the Fire Chief position. Though the Fire Chief position does not have a particular set of hours of work, the Fire Chief must be available at all reasonable times, including at any hour of the day or night during any emergency or other exigency which arises.

B. Unless excused by the City Council or the City Manager, EMPLOYEE or a high ranking designee thereof is expected to attend each and all City Council meetings, including special meetings. Regular City Council meetings are presently scheduled for the evening on the Second (2nd) and Fourth (4th) Thursday of each month. The schedule of meetings may be amended from time to time.

C. Except for the meetings of the City Council, EMPLOYEE must carry out his/her employment duties primarily during normal business/office hours as set by the City Manager, City Council, local ordinance, State law or applicable grant funding requirements. As of the date of this Agreement, the City Manager has authorized a weekly schedule for EMPLOYEE as mutually agreed. However, within such weekly schedule, EMPLOYEE must establish a regularly occurring in-person presence within the City of Avenal during their working hours, except as otherwise specifically approved by the City Manager.

Section 6: Payment of Expenses of Employment.

The CITY shall pay the following usual and customary employment expenses.

A. Professional Development: CITY agrees to budget and pay the professional dues, subscriptions, travel and other business expenses of the EMPLOYEE reasonably necessary for his/her continuation and participation in national, regional, State and local associations and organizations selected by the City Manager, including the California Fire Chiefs Association, Kings County Fire Chiefs, League of California Cities and similar organizations, necessary and desirable for his/her continued professional participation, growth and advancement, and for the benefit of the CITY. Notwithstanding the foregoing, CITY shall have the sole and exclusive discretion as to which items noted in this paragraph shall be paid by CITY.

B. In addition, CITY agrees to appropriate within the fire department budget a sum of One-Thousand U.S. dollars ($1,000.00 USD) dollars for EMPLOYEE to purchase uniforms and clothing to be worn while performing the duties of Fire Chief. A uniform allowance for the remainder of the contract shall be negotiated between EMPLOYEE and the City Manager, and approved by the City Council. CITY agrees to appropriate an amount to be agreed upon between EMPLOYEE and the City Manager for standard safety equipment purchases.

C. The cost of any fidelity or other bonds or equivalent required by law for the Fire

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Chief.

D. The cost to defend and indemnify EMPLOYEE to the extent required by California law, as provided by the California Tort Claims Act [Government Code §§ 810 et seq.] in Government Code §§ 825-825.6 and/or 995-995.6, or otherwise.

Section 7: Notice.

A. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid, with either return-receipt requested or delivery confirmation, and addressed as follows:

CITY:

Mayor and City Clerk
CITY OF AVENAL
919 Skyline Boulevard
Avenal, California 93204

With A Copy To:

Moses Diaz, City Attorney
PUBLIC INTEREST LAW FIRM
A Professional Corporation
2924 West Main Street
Visalia, California 93291
559-900-3500
559-900-3555 – Fax

EMPLOYEE:

Jacob McAfee
(Address provided by employee is on file)

B. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

Section 8: General Provisions.

A. **Entire Agreement Represented**: This Agreement represents the entire agreement between EMPLOYEE and CITY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties and without expressly and specifically referencing an intent to supersede or otherwise amend this Agreement.

B. **Conflict With Laws or Regulations/Severability**: If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be

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terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

C. **Attorneys' Fees**: If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

D. **Waivers**: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

E. **Representation by Legal Counsel**: The parties acknowledge and agree that they were, or had a reasonable opportunity to be, represented individually by legal counsel with respect to the matters which are the subject of this Agreement and that, either way, they are now fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

F. **Construction**: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

G. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of California. EMPLOYEE agrees to perform this Agreement in accordance with all applicable federal, State and local laws. EMPLOYEE and CITY agree that this Agreement is deemed to be entered into in Avenal, California, and that venue for any dispute between the parties shall be in Kings County, California.

H. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

I. **Assignment**: Unless otherwise provided in this Agreement, CITY is relying upon the personal skill, expertise, training and experience of EMPLOYEE and no part of this Agreement may be assigned or subcontracted by EMPLOYEE without the prior written consent of CITY. Any attempted assignment shall be null and void.

J. **No Third-Party Beneficiaries Intended**: Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity other than a signatory hereto with any benefit or enforceable legal or equitable right or remedy.

IN WITNESS WHEREOF, the City Council of the City of Avenal has authorized its City Manager to sign and execute this Agreement on behalf of the CITY, as set forth below, and EMPLOYEE has fully reviewed, signed and executed this Agreement. By affixing their signatures below each of the parties indicate that each agrees to be deemed to have read and

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understood the Agreement, and shall abide by the terms stated herein.

[SIGNATURES ON NEXT PAGE]

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Date:_____ _____

Antony V. López, City Manager

Date:_____ _____

Jacob S. McAfee

APPROVED AS TO FORM:

_____

Moses Diaz, City Attorney

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City of Avenal

TO: **Honorable Mayor & City Council**

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

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

DATE: **March 5, 2026**

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

INFORMATION:

7300 CODE ENFORCEMENT:
The Code Enforcement Department is sending weed abatement notices as well as courtesy calls to property owners. The report is reflective of vehicles being addressed not just tagged. Illegal Venders are increasing again and graffiti is down. Lupe works flex hours to address any problems.

SEE ATTACHED REPORT.

8100 PARKS & LANDSCAPE:
Staff continues to maintain Rice Park, landscaped areas on Skyline, Neighborhood Park, Skate Park, Ken Brown Public Safety Center, Elliott Park and the new Kids Park. Staff is working on making sure all of our irrigation systems are working properly and are ready for the warmer weather.

9000 ANIMAL CONTROL DEPARTMENT:
Staff continues to maintain the Animal Shelter. We are still having good numbers with the spay/neuter program with 15 for the public, 12 for the shelter and 8 TNR. Rescue numbers were good in February with 28. Staff is patrolling more and leaving door hangers for dogs running at large, this is the warning and the next tie will be a citation. This will hopefully get pet owners to take more responsibility for their pets.

SEE ATTACHED REPORTS.

13000 STREETS:
Staff maintains city streets, signs, flags, and banners. We are getting a list of sidewalk areas that need replaced in order to get quotes to have them done. Staff continues to work with the City Engineer for upcoming project.

14100 WATER DISTRIBUTION:
Staff continues to repair and maintain the distribution system within the City. There were no leaks on the main transmission lines. We continue replacing meters as they stop working and still working with the City Engineer for grants to replace all meters with new technology.

15000 WASTEWATER COLLECTIONS:
Staff continues to report monthly to Regional Water Quality Control Board regarding overflows. There were twelve (12) calls for sewer plugs. Most are due to wipes. Staff continues the enzyme treatment for grease.

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

Monthly Report
February 2026

Vehicle Abatements

Vehicles Notice on private property	10
City of Avenal Abatements	10
Voluntary Abetments	06
Pending	04

Property Abetments

Mailed Abetments	26
Courtesy Verbal Abetments	21
Courtesy Door Hangers	28
Abetments Completed	63
Pending	12

Miscellaneous Complaints

Illegal Business/Expired License	02
Stop Work/No Permit	00
Illegal Occupancy	03
Illegal Venders	02
Complaints Received	02
*Phone	00
*Walk In	00
Miscellaneous Inspections	45
Miscellaneous Meetings	03
Recycling Control	01
Graffiti Control	03
Water Waste Control (verbal and/or citations)	01
Weed Abatement (notice, mailed or verbal)	23
Weed Abatement (completed)	15
Illegal Yard Sales/No Permits	01

Notes: the changes to Vehicle abetment are to better reflect. Vehicles are being address just not tagged. Also changed was weed abatement as a property will be address just not posted. The posted part will still be done as needed. Vendors are starting to come in again and will keep flexing hours.

Avenal Animal Shelter January 2026 Monthly report

Spay/Neuter Residents 10 pets

TNR-6

Spay Neuter Shelter-12

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

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

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

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

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

City Of Corcoran
Animal Control Activity Report

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

Animal Control Activity Report

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

City Of Avenal
Animal Control Activity Report

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

Animal Control Activity Report

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

City Of Lemoore
Animal Control Activity Report

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

Animal Control Activity Report

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

CATS DETAINED		0
	EUTHANIZED	0
	RESCUED	1
	REDEEMED	2
	ADPOTDED	0

Roosters/Chickens/Owls/Turtles, etc.	1

Deceased Animals		
	Dogs	3
	Cats	16
	Other Animals Deceased	0

AGENDA ITEM NO. 6- A.2

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

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

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

DATE: **March 10, 2026**

RE: **Information Technology Monthly Report February 2026**

CURRENT PROJECTS:

Internet:

-Staff is currently reviewing highlights presented by the City Attorney.

Communications:

-Ooma AirDial now hosts APD's public facing fax line, returning regular functionality away from AT&T and allowing us to complete termination of AT&T circuits at that site. All that remains is a POTS replacement for the outdoor phone.
-Staff continues rolling out mobile devices as orders are fulfilled by Verizon. Limited stock delayed shipment.
-Staff inquires about Mass SMS (Short Message Service) and RCS (Rich Communication Services) Providers for marketing local events in preparation for the Community Survey, with the idea of allowing residents who do not actively follow the City website or Facebook page to receive updates on regular community events.

Services:

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

Other:

-Staff trial runs a touch-based payment kiosk in the lobby for residents to self-pay for utility bills
-Continuing to maintain and report digital signage for RSUSD and KCBH.
-Continues to maintain the city website and provide tech support, and guidance across all facilities.

Memo

To: Honorable Mayor and Council Members
From: Anna Lara-Nieto, PARCS Director
cc: Antony V. Lopez, City Manager
Date: March 12th 2026
Re: PARCS Department Report

Information:

Updates:

1) February - Weekly Activity & Events
2) Open Community Space- Every Monday/Friday at Vets Hall, 4:30pm-8:30pm
3) Consulate – In Rec Center this week. March 9th- 12th,

Upcoming:

4) **March Weekly Activities**
    - March 11th – Kidz in the Kitchen
    - March 18th- Familia Night at Avenal Theater

5) **Easter Egg Hunt – March 28th, Rice Park 10am-2pm**

Working on:

1) Reimagining Kings St- 1St meeting will be March 18th, Theater 6pm
2) April events/weekly activities
3) Community Garden, renew applications, workday, trash schedule
4) Community Center, schedule, staffing

Collaborations:

1) Valley Voices- Food Distribution
2) KCAO- FREE Tax Service
3) Avenal Fire, AHS, Patch Project
4) Coalinga College Softball Team – April Softball Clinic

EASTER EGG HUNT

BUSQUEDA DE HUEVOS

SATURDAY/SABADO, MARCH/MAZO 28TH

10AM-2PM

RICE PARK

PARQUE

TIME / TIEMPOS

10AM- 10:15AM/ TODDLER / NINO PEQENO

10:15AM-10:30AM / PRESCHOOL / KINDER / PREESCOLAR

10:30AM-10:45AM / 1ST & 2ND GRADE / 1 / 2 GRADO

10:45-11AM / 3 & 4TH GRADE / 3 / 4 GRADO

11AM - 11:15AM - 5 & OLDER / 5 GRADO Y MAYORES

BRING YOUR BASKET! / TRAE TU CESTA

FACE PAINTING * GAMES * PONYS

PINTURA FACIAL * JUEGOS * PONIS

BRACELETS / PULSERA - $10 PER CHILD

FOR MORE INFORMATION TEXT/ PARA MAS INFORMACION MANDE MENSAJE DE TEXT A ANNA @ 559-836-3457

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
March 12, 2026

Organizational Priorities

I. Leadership Stability

- **Commander Rij Advancing Leadership Training**
  Commander Rij is currently attending the POST-certified Management Course, which is designed for mid-level law enforcement managers preparing for greater organizational leadership responsibilities. The program focuses on strategic planning, personnel management, operational oversight, ethical leadership, and policy implementation within modern policing environments. Commander Rij has successfully completed two of the scheduled sessions and has one final session remaining. His participation ensures that our leadership team continues to grow professionally while aligning our management practices with statewide POST standards.
- **Sergeants Complete POST Supervisor Course**
  Sergeants Miguel Gracida and Jose Gonzalez recently attended and completed the POST Supervisor Course. This course prepares first-line supervisors for the complex responsibilities of managing personnel, overseeing patrol operations, evaluating employee performance, and ensuring policy compliance. The training also emphasizes leadership communication, liability awareness, and sound decision-making during critical incidents. Their completion of this course strengthens the department's leadership structure and supports the continued professional development of our supervisory team.
- **Detective Ramos Promoted to Corporal**
  Detective Ramos was recently promoted to the rank of Corporal in recognition of his dedication, leadership, and continued commitment to serving the community. Corporal Ramos has demonstrated strong initiative and reliability throughout his career with the department. As part of his continued professional growth, he is scheduled to attend POST Supervisor Training in the coming months to further develop his leadership capabilities.

II. Recruit and Retain the Best

- **Recruitment Efforts Continue.**
  The department continues to recruit for both police officer and sergeant positions. We are encouraged to see positions beginning to fill as interest in the department continues to

grow. Maintaining competitive staffing levels remains a priority as we work to ensure the department is well positioned to serve the community effectively.

- **Applicant in Background Process**
  At this time, one applicant is actively progressing through the background investigation process. We remain optimistic that this candidate will continue successfully through the hiring process and strengthen our staffing levels.
- **Officers Complete Field Training**
  Officer Navarro has successfully completed the Field Training Program and is now working as a solo patrol officer. Additionally, Officers Mariano Sanchez and Anthony Guerra have also completed field training and are now operating as solo officers. Their successful completion of the program reflects the strength of our training program and provides additional staffing support to our patrol operations.
- **Detective Assignment and Investigator Training**
  Officer Francisco Martinez has been assigned to the Investigations Unit and will soon attend the POST Institute of Criminal Investigation (ICI) Core Investigators Course. This course provides advanced instruction in investigative techniques including crime scene management, evidence handling, interview and interrogation methods, case preparation, and investigative case management. Upon completion, this training will strengthen our investigative capabilities and further enhance our ability to solve complex cases. With this assignment, the department will have two detectives assigned to investigations.
- **Specialized Assignments Support Retention**
  Providing officers with opportunities such as investigative assignments and specialized training plays an important role in retaining quality personnel. These opportunities allow employees to grow professionally, develop specialized skills, and remain engaged in meaningful work that benefits both the department and the community.

III. International Model of Community Trust

- **Community Event Support**
  The department remained actively engaged with the community by supporting the Skyline Striders Fun Run, helping ensure the safety of runners and participants. These types of events allow officers to maintain a visible and supportive presence within the community.
- **Community Education Presentations**
  During this reporting period, the department hosted both a Byrne State Crisis Intervention Program (SCIP) presentation and a CHP Cannabis DUI grant presentation. These presentations focused on important topics including firearm safety and secure storage, mental health awareness, and impaired driving prevention. Public education remains a key component of our strategy to strengthen community trust and promote safety.
- **Explorer Program Growth**
  The Avenal Police Explorer Program is now fully underway with young men and women eager to learn about law enforcement and community service. Explorers have begun participating in regular meetings and physical fitness activities while learning the values

of leadership, teamwork, and public service. We commend their enthusiasm and dedication to participating in this program.

- **Continued Community Engagement**
  Although the department has remained busy responding to criminal activity and investigations over the past couple of months, our personnel have continued to find opportunities to engage with residents and maintain strong community relationships.

IV. Among the Safest Cities in America

- **Part I crime trends remained largely downward throughout most of 2025.**
  The most serious Part I crimes continue trending downward, which is a testament to the hard work and dedication of the sworn officers and professional staff of the Avenal Police Department.
- **Targeted Enforcement Operations**
  In January, the department conducted two major operations in response to shooting incidents that occurred in December. These operations were successful and demonstrate the department's proactive approach to addressing violent crime. We also have had held several DUI saturation operations.
- **Major Crimes Task Force Partnership**
  The department assigned an Avenal Police Detective on a part-time basis to the Kings County Major Crimes Task Force. This assignment strengthens collaboration with neighboring law enforcement agencies and enhances our collective ability to combat serious crime throughout Kings County.
- **Homicide Investigation and Arrest**
  The city unfortunately experienced a homicide in February, which was both tragic and deeply unfortunate. Our condolences go out to the family affected by this incident. Department personnel worked relentlessly on this investigation, and I want to thank the Kings County Major Crimes Task Force, the Kings County District Attorney's Office, and the Kings County Sheriff's Office for their support. I am proud that an Avenal Police Department detective served as the lead investigator and that our Crime Scene Technician processed the scene. Through the coordinated efforts of all agencies involved, the case was solved and an arrest was made in less than twelve hours.
- **Homicide Message to Criminal Offenders**
  Operations such as these send a clear message that individuals who commit crimes in our community will be identified, investigated thoroughly, and held accountable.
- **Flock Safety Camera System**
  The Flock Safety Camera system remains pending approval from Caltrans. Once Caltrans provides approval for installation along state-controlled roadways, the project will move forward toward deployment.
- **New CAD System Procurement**
  The department continues working toward the procurement and implementation of a new Computer Aided Dispatch (CAD) and Case Management system. This system will

improve operational efficiency, reporting capabilities, and communication between officers, Records, and dispatch.

V. Embrace Wellness Among Our Employees

- **Employee Wellness Conversations**
  Department leadership continues to prioritize employee wellness by maintaining open communication with staff. Supervisors regularly check in with employees and remain attentive to both professional and personal challenges that may affect their well-being.
- **Work-life Encouraging Work-Life Balance**
  We consistently encourage our personnel to maintain a healthy work-life balance. Law enforcement can be demanding, and it is important that employees find time to rest, spend time with family, and maintain personal well-being.
- **Supportive Organizational Culture**
  The department remains committed to maintaining a supportive and professional work environment where employees feel valued and respected. Promoting wellness and resilience ultimately strengthens the organization and enhances our ability to serve the community.

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	91	59	4	0	3
April					
May					
June					
July					
August					
September					
October					
November					
December					

AVENAL POLICE DEPARTMENT

Public Safety Overview

2023 → 2025

Three-Year Crime Trends & Community Safety

Transparency • Accountability • Progress

THREE-YEAR KEY TRENDS

Big-Picture Crime Overview

THREE-YEAR CRIME TRENDS

VIOLENT & PROPERTY CRIME

	2023	2024	2025	
VIOLENT CRIME				
Homicide	2	0	0	*(Serious violent crime eliminated)*
Forcible Rape	10	3	2	*(Significant reduction since 2023)*
Aggravated Assault	58	62	27	*(Major reduction in serious assault cases)*
Simple Assault	32	24	39	*(Lower-level incidents fluctuate year to year)*
PROPERTY CRIME				
Burglary	16	4	8	*(Reduced significantly from 2023 levels)*
Larceny / Theft	38	18	6	*(Largest reduction among property crimes)*
Motor Vehicle Theft	15	7	5	*(Steady three-year decline)*

Overall Trend: Serious violent crime and several major property crime categories declined significantly over the three-year period.

CRIME REDUCTION HIGHLIGHTS

Major Improvements Since 2023

THREE-YEAR CRIME TRENDS

VIOLENT & PROPERTY CRIME

	2023	2024	2025	
VIOLENT CRIME				
Homicide	2	0	0	*(100% reduction since 2023)*
Forcible Rape	10	3	2	*(80% reduction since 2023)*
Aggravated Assault	58	62	27	*(53% reduction since 2023)*
PROPERTY CRIME				
Larceny / Theft	38	18	6	*(84% reduction since 2023)*
Motor Vehicle Theft	15	7	5	*(67% reduction since 2023)*
Burglary	16	4	8	*(50% reduction since 2023)*

Serious violent crime was eliminated and several major property crime categories experienced substantial reductions over the three-year period.

These results reflect continued proactive policing, investigative follow-up, and community partnerships.

YEAR-BY-YEAR SNAPSHOT

CRIME TYPE	2023	2024	2025	Change Since 2023
Homicides	2	0	0	▼100%
Forcible Rape	10	3	2	▼80%
Robbery	1	1	4	▲300%*
Aggravated Assault	58	62	27	▼53%
Simple Assault	32	24	39	▲22%
Burglary	16	4	8	▼50%
Larceny Theft	38	18	6	▼84%
Motor Vehicle Theft	15	7	5	▼67%
DUI Arrests	46	47	34	▼26%

Numbers shown for transparency.

In smaller communities, even small numerical changes can significantly impact percentages.

*Robbery increased numerically but remains low in total incidents.

WHAT THESE NUMBERS MEAN FOR AVENAL

Interpreting the Trends

VIOLENT CRIME

- **Homicide:** Remained at zero in both 2024 and 2025
- **Forcible Rape:** Decreased significantly from 10 cases in 2023 to 2 cases in 2025
- **Aggravated Assaults:** Dropped sharply in 2025, representing a major reduction in serious assault incidents

PROPERTY CRIME

- **Larceny / Theft:** Saw the largest reduction, declining from 38 cases in 2023 to 6 cases in 2025
- **Motor Vehicle Theft:** Declined steadily over the three-year period
- **Burglary:** Incidents remain significantly lower than 2023 levels

These trends indicate that proactive policing strategies, investigative follow-up, and community partnerships are contributing to meaningful reductions in several major crime categories in Avenal.

UNDERSTANDING CRIME IN A SMALL COMMUNITY

Putting Crime Numbers Into Context

In smaller communities, even small numerical changes can create large percentage shifts.

	2023 → 2024 → 2025	
Robbery	**1 → 1 → 4**	*(While this represents an increase, the overall number of incidents remains low.)*
Aggravated Assault	**58 → 62 → 27**	*(Significant reduction in serious assault incidents in 2025.)*
Simple Assault	**32 → 24 → 39**	*(These incidents typically involve lower-level altercations without serious injury.)*

Key Takeaway: Serious violent crime in Avenal has declined significantly, particularly in the area of aggravated assaults, while some lower-level incidents fluctuate year to year.

CONTINUED CHALLENGES & CONTEXT

AREAS OF CONTINUED FOCUS

- **Aggravated Assault:** Increased from 2023 to 2024, followed by a significant reduction in 2025
- **Robbery:** Increased in 2025, though overall numbers remain relatively low
- **Sensitive Crimes:** Forcible rape decreased significantly from 10 cases in 2023 to 3 in 2024 and 2 in 2025

While any increase in crime is concerning, changes of this size in smaller communities can occur due to small numerical shifts or increased reporting. Victim support and thorough investigations remain a priority.

PROACTIVE STRATEGIES, COMMUNITY TRUST & CONTINUED PROGRESS

2025 PROACTIVE ACTIONS

Detectives Unit Established
(2 Detectives; specialized training; partnership with Crime Scene Technician)

Saturation Details Conducted ~10 Details
(Focus on DUI and gang activity)

Community Events (APD-Led) **Hosted ~6 Events**

Community Events (Partnered) **Participated in ~20 Events**
(City of Avenal, schools, community organizations, businesses, and allied law enforcement agencies)

Tactical Focus Officer Training
(Continued emphasis on patrol visibility, and active supervision)

MOVING FORWARD

One Detective assigned part-time to the Kings County Major Crimes Task Force, expanding regional investigative capacity.
Maintain and strengthen the Detectives Unit and Crime Scene Technician partnership.
Continue specialized training and professional development for officers.
Sustain targeted enforcement.

PUBLIC SAFETY IMPACT SINCE 2024

DEPARTMENT FOCUS AND RESULTS

Since 2024, the Avenal Police Department has continued focusing on proactive policing, investigative capacity, and community engagement.

VIOLENT CRIME

- **Homicide:** remained at zero in both 2024 and 2025
- **Forcible rape:** incidents declined from 10 cases in 2023 to 2 cases in 2025
- **Aggravated assaults:** dropped significantly in 2025

PROPERTY CRIME

- **Larceny / theft:** declined substantially over the three-year period
- **Motor vehicle theft:** continued to decrease each year
- **Burglary:** incidents remain significantly lower than 2023 levels

DEPARTMENT FOCUS

- Increased proactive patrol activity
- Strengthened investigative follow-up
- Continued officer training and supervision
- Ongoing community engagement and partnerships

Overall: The department remains focused on maintaining reductions in serious crime while continuing proactive policing strategies to improve community safety.

Date: February 26, 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 has been reviewed by HCD.

AGENDA ITEM NO. 9– A.1

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

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

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

DATE: **February 26, 2026**

RE: **Consider Approval of Police Officer Trainee Sponsorship for Alexi Reyes and Budget Allocation**

INFORMATION:

The Avenal Police Department is requesting City Council approval of a Police Officer Trainee Agreement for Community Service Officer Alexi Reyes in order to sponsor his attendance at a California Commission on Peace Officer Standards and Training (POST) certified Basic Police Academy.

Officer Reyes was raised in Avenal, graduated from Avenal High School, continued his education at West Hills Community College, where he earned his associate's degree. He earned a bachelor's degree in forensic behavioral science from California State University, Fresno, and currently resides in Avenal. During his tenure as a Community Service Officer, he has demonstrated dedication and commitment to the Department and the community.

The proposed Agreement provides that the City will pay for required academy tuition, books, and academy uniforms ("Tuition") in exchange for a three (3) year service commitment if the City ultimately hires him as a sworn peace officer. In the event of voluntary separation as outlined in the Agreement, the City may seek reimbursement of Tuition as specified therein.

The Agreement has been reviewed and approved as to form by the City Attorney. A Promissory Note is included as Exhibit A to secure repayment of Tuition if required under the Agreement.

The estimated total cost associated with sponsorship includes academy tuition and related materials, as well as compensation paid during academy attendance. While the Agreement provides for reimbursement of Tuition only, the full projected cost of sponsorship is outlined below for transparency.

- Academy tuition and required college fees: approximately $1,400.00
- Required textbooks, uniforms, training materials, and related academy supplies: approximately $2,100.00
- CSO compensation during academy attendance (26 weeks at $21.75/hour): $22,620.00
- Estimated employer burden (retirement, FICA, workers' compensation, insurance – approximately 30%): $6,786.00

The academy is approximately six (6) months in duration. Total projected sponsorship cost is approximately $32,906.00.

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

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the Police Officer Trainee Agreement for Community Service Officer Alexi Reyes; and
2. Authorize the City Manager (or designee identified in writing) to execute the Agreement and Promissory Note containing all relevant dates, information, and figures.

FISCAL IMPACT:

Police Department – The estimated total sponsorship cost is approximately $32,906.00, consisting of academy tuition and related materials, and compensation during academy attendance. The compensation estimate is based on the current hourly rate of $21.75 and assumes 26 weeks of academy attendance. Any cost-of-living adjustment (COLA) approved for Fiscal Year 2026–2027 and effective prior to academy start may slightly increase the total compensation amount.

The projected cost, inclusive of potential COLA adjustments, is anticipated not to exceed approximately $34,000.00 and will be incorporated into the Police Department's Fiscal Year 2026–2027 adopted budget. The Agreement provides for reimbursement of Tuition under specified circumstances as outlined therein.

AVENAL POLICE DEPARTMENT

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

I have proudly served with the Avenal Police Department since November 12, 2024, as a Community Service Officer. During my time with the department, I have had the privilege of working alongside outstanding professionals whose mentorship, encouragement, and support have greatly contributed to my personal and professional growth. The friendships and guidance I have gained here have shaped me into the individual I am today and have inspired me to pursue the next step in my law enforcement career.

I am writing to formally express my intent to attend the police academy this fall and to continue my career with the Avenal Police Department as a sworn Police Officer. Growing up in Avenal, it would be both an honor and a privilege to serve this community at a higher level and to give back to the town that helped shape who I am.

I graduated from Avenal High School and continued my education at West Hills Community College, where I earned my Associate's degree. I further pursued my academic goals at Fresno State, earning a Bachelor of Science in Forensic Behavioral Sciences from California State University, Fresno. While living in Fresno during my time at the University, I came to appreciate the opportunities that a larger city provides; however, I realized that a big city like Fresno was just not for me, I decided to come back to Avenal because Avenal has always felt like home and wanted to serve my own community that made me who I was growing up.
I am grateful to Chief Velasco for the opportunity to serve as a Community Service Officer. In this role, I have been fortunate to assist with community events, engage with residents, and support the department in meaningful ways. Participating in local events and seeing the positive impact our department has on the residents of Avenal has reinforced my desire to serve as a Police Officer. Witnessing the pride, trust, and smiles of community members during these engagements has strengthened my commitment to protecting and serving this town.

Becoming a Police Officer with the Avenal Police Department would allow me to continue contributing to the safety and well-being of the community I grew up in. I am committed to upholding the department's values, maintaining professionalism, and dedicating myself to continuous growth and service.

Respectfully,
Alexi Reyes
Community Service Officer

CITY OF AVENAL
POLICE OFFICER TRAINEE AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into as of the ___ day of _____, 2026, by and between the **CITY OF AVENAL** ("**City**") and _____, hereinafter referred to as ("**Trainee**"). The **City** and **Trainee** are collectively referred to below as the "Parties."

RECITALS

WHEREAS, the City desires to attract and retain individuals who will demonstrate consistent motivation, interest, and initiative toward the pursuit of becoming sworn police officers with the City on a long-term basis;

WHEREAS, Trainee desires to become a police officer with the City, but in order to do so, must first successfully complete a California Peace Officer Standards and Training ("**POST**") approved police academy (the "**Academy**");

WHEREAS, while Trainee attends the Academy, the City desires to retain Trainee in a temporary employment position for the purpose of providing training and learning experience in the field of law enforcement so that Trainee will meet eligibility standards to become a sworn police officer when he or she successfully completes the Academy;

WHEREAS, the City is willing to pay for the foregoing expenses only if Trainee is willing to commit to years of service with the City elects to hire Trainee as a sworn peace officer; and

WHEREAS, in the event Trainee successfully completes the Academy, subject to the City's hiring discretion, the City may employ Trainee as a sworn police officer.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Parties' Obligations

a. Trainee represents that he or she meets the qualifications established in the City's job description for Police Officer Trainee and agrees he or she is willing and able to perform the duties, as assigned, and described in the job description.

b. The City agrees to employ Trainee as a temporary employee to perform duties as assigned, as Trainee completes the Academy. Trainee's employment under this Agreement is at-will.

c. The City agrees to pay Trainee an hourly wage of [amount] Dollars and [amount] Cents ($____.____) per hour for all hours worked for the City while employed with the City. City also agrees to pay Trainee the same hourly wage for the time Trainee spends completing the Academy. Trainee will not receive compensation for time spent commuting to or from the Academy. Time spent commuting to and from the Academy shall not constitute "hours worked." Trainee must submit a time sheet that records all hours worked.

d. In addition to the hourly wage described in the preceding paragraph, the City agrees to pay up to [_____amount_____] Dollars and [_____amount_____] Cents ($_____.__) or actual cost, whichever is less, of Trainee's tuition for POST Basic Certified Training Academy, books, and academy uniforms for the Academy (collectively "Tuition").

e. Trainee agrees that in accepting temporary employment with the City, he or she agrees to enroll in classes at the POST Basic Certified Training Academy beginning on [_____date_____], 2026, and to attend that Academy class until completion of the requirements to be eligible for employment as a probationary Police Officer with the City.

f. Trainee acknowledges and agrees that the City is not guaranteeing continued employment following successful completion of the Academy. Trainee understands that in order to be eligible for appointment to the completely separate and distinct position of police officer with City, he or she must:

i. Successfully complete a POST Basic Certified Training Academy;
ii. Successfully complete medical examination(s);
iii. Successfully complete written and/or oral psychological examination(s); and
iv. Successfully complete a thorough background investigation and interview.

g. Trainee understands that this agreement does not grant any special rights or benefits from the City and does not require the City to offer a position as a Police Officer.

h. Trainee understands that he or she must clearly demonstrate his or her personal, medical, physical, and psychological fitness to serve in the positions of Trainee and/or Police Officer.

i. Trainee must successfully complete the Academy, and subsequently be hired by the City as a police officer, and successfully complete the required 12-month probationary period before Trainee has permanent status. The probationary period for the police officer position does not begin until appointment to the Police Officer

position. Nothing in this Agreement creates a property right in Trainee's employment. Until Trainee attains permanent status as a police officer, the City may at any time reassign, discipline, or separate Trainee's employment, without notice, and with or without cause. If the City elects not to hire Trainee as a police officer after he or she has successfully completed the Academy, Trainee shall not be responsible for repaying the Tuition paid by the City.

j. If Trainee: (1) voluntarily terminates his or her employment with the City before completing the Academy, (2) voluntarily does not successfully complete the Academy, or (3) refuses to complete any of the necessary steps to complete the Academy or become a police officer with the City ("**Trainee Voluntary Termination**"), Trainee agrees to repay the City the Tuition paid by the City within three months after the date when Trainee separates from his or her employment with the City.

k. Following successful completion of the Academy, and upon the City exercising its discretion to hire Trainee as a police officer, Trainee agrees to remain employed in good standing with the City as a sworn peace officer and to provide full-time services to the City in such capacity for no less than thirty-six (36) months ("**Service Commitment**"). The Service Commitment shall begin when the Trainee becomes a sworn police officer for City. The Trainee's Service Commitment hereunder does not require the City to continue Trainee's employment with the City, neither initially as a Trainee nor subsequently as a sworn peace officer.

i. If Trainee voluntarily leaves his or her employment with the City before fully satisfying his or her Service Commitment, Trainee agrees to repay the City the full amount of the Tuition paid by the City. In such situations, and subject to all federal and state laws, Trainee authorizes the City to make a deduction from their remaining payroll checks, including final payroll check, for and up to the appropriate amount of training reimbursement to be repaid to the City. Trainee will be paid at least federal minimum wage for Trainee's time reflected in their final payroll check.

ii. If Trainee voluntarily terminates his or her employment and must repay the City as specified above, and Trainee is not otherwise able to immediately repay the full amount, Trainee agrees to have the repayment amount billed to him or her by the City under a mutual arrangement between Trainee and City until the reimbursement payment amount is paid in full. Any agreed upon repayment schedule shall not exceed three months after the date Trainee separates from his or her employment with the City, and three months shall be the deadline to repay in full if the City

and Trainee cannot agree upon terms of repayment. Any missed or late payment shall make the entire balance due and payable immediately.

iii. Trainee must execute a promissory note for the full amount of the Tuition. The Promissory Note is attached hereto as **EXHIBIT A**.

2. Additional Terms

a. Until hired as a police officer with the City, Trainee is considered a temporary employee. There are no rights to employment as a police officer or to re-employment in any position with the City. However, employees who have previously attained permanent status in a City position by virtue of previous employment may exercise any retreat rights they may possess under the City of Avenal's Personnel Rules and Regulations.

b. Nothing in this Agreement shall prevent, limit or otherwise interfere with Trainee's right to voluntarily resign his or her position with the City; however, Trainee shall be responsible for repaying Tuition as specified above, including in the context of an exercise of retreat rights, if any.

c. Trainee agrees to release and hold harmless the City, its Police Department, officers, agents or assigns, now and in the future, from each and any claim for damages regarding any or all of the above contained in this Agreement.

d. The text of this Agreement and all exhibits shall constitute the entire agreement between City and Trainee and may not be revised except in writing signed by both Trainee and the duly authorized representative of the City.

e. If any provisions or any portion contained in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

f. Any action to enforce the terms of this agreement shall be filed in Kings County Superior Court or the Eastern District of California for federal claims.

g. If applicable, repayment of Tuition shall be paid to: City of Avenal, Attn: Finance Department, 919 Skyline Boulevard, Avenal, California 93204.

By signing below, the parties acknowledge agreement to the terms listed herein:

_____

Trainee Name (Please print)

_____ _____

Trainee Signature **Date**

_____ _____

Antony V. López, City Manager **Date**

ATTEST:

_____ _____

City Clerk **Date**

EXHIBIT A

PROMISSORY NOTE

$_____, (Avenal, California)
March _____, 2023

This Promissory Note (this "**Note**") is executed and delivered in conjunction with that certain City of Avenal Police Officer Trainee Agreement dated as of [_____, 2026] (the "**Agreement**") by and between the City of Avenal ("**CITY**" or "**Payee**") and _____ ("**Police Officer Trainee**" or "**Trainee**" or "**Maker**") regarding educational related tuition and related expenses paid by CITY for Trainee. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

FOR VALUE RECEIVED, Trainee promises to pay to the order of Payee/City the principal sum of _____ DOLLARS ($_____ USD), representing the full amount of the Tuition under the Agreement, payable in accordance with the provisions of the Agreement.

This Note is the Promissory Note referred to in the Agreement.

This Note may be voluntarily prepaid by Trainee, in whole or in part, on the terms and conditions set forth in the Agreement.

If the event Trainee voluntarily resigns or terminates employment with the City, and Sections 1(j) or 1(k)(i) of the Agreement occur, then this Note shall immediately become due and payable, without notice, together with any attorneys' fees incurred to obtain or enforce payment hereof.

This Note shall be governed by and construed in accordance with the laws of the State of California, including the Uniform Commercial Code in the form enacted by the State of California.

Borrower expressly waives any presentment, demand, protest, notice of protest, or notice of any kind except as expressly provided in the loan Agreement.

1. Maker and each endorser agree that if any legal action or is necessary to enforce or collect this Note for nonpayment at maturity, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. This provision is applicable to the entire Agreement.

2. Maker voluntarily waives the right to interpose any defense, set-off, or counterclaim of any nature or description, which rights are expressly waived except as provided by law.

POLICE OFFICER TRAINEE/MAKER

By: _____

Printed Name: _____

(Signature must be notarized.)

[NOTARY ACKNOWLEDGEMENT ON NEXT PAGE]

//

//

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

State of California
County of Kings

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL REGARDING APPROVAL OF A POLICE OFFICER TRAINEE AGREEMENT FOR ALEXI REYES	**RESOLUTION 2026-_____**

WHEREAS, the City of Avenal ("City") desires to pay for police academy training mandated by the California Commission on Peace Officer Standards and Training (POST) in exchange for a three (3) year service commitment from such trainee if ultimately hired as a sworn peace officer; and

WHEREAS, the City Council reviewed a form agreement titled "CITY OF AVENAL POLICE OFFICER TRAINEE AGREEMENT" ("Agreement"), which has been approved as to form by the City Attorney; and

WHEREAS, the City Council desires to authorize City staff to sign on behalf of the City the Agreement for Community Service Officer Alexi Reyes, which includes terms for a three (3) year service commitment or reimbursement of training costs to the City of Avenal.

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 _____, 2026, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: _____
MARIA ORTIZ, City Clerk
CITY OF AVENAL

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

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found the recitals above to be true and correct;

2. Approved the terms of the Agreement which contains certain blank fields for insertion of relevant dates, information and figures;

3. Authorized the City Manager (or designee identified in writing) to sign the Agreement containing all relevant dates, information and figures; and

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

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

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:
Approval of Police Officer Trainee Sponsorship for Alexi Reyes and Related Agreements.

RESOLUTION 2026-__

WHEREAS, the Avenal Police Department seeks to recruit, develop, and retain qualified sworn personnel to ensure the continued safety and security of the community; and

WHEREAS the City desires to sponsor Community Service Officer Alexi Reyes to attend a California Commission on Peace Officer Standards and Training (POST) certified Basic Police Academy at the College of the Sequoias; and

WHEREAS, sponsorship of academy training requires the expenditure of public funds, including tuition, materials, equipment, and compensation during academy attendance, with an estimated total cost of approximately $32,906.00; and

WHEREAS, staff has recommended execution of a Police Officer Trainee Sponsorship Agreement and Promissory Note requiring a three-year sworn service commitment with prorated reimbursement provisions to protect the City's investment of public funds;

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 March 26, 2026, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
MARIA ORTIZ, City Clerk
CITY OF AVENAL

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

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Finds that the foregoing recitals are true and correct;
2. Approves the sponsorship of Community Service Officer Alexi Reyes to attend the POST Basic Police Academy at the College of the Sequoias;
3. Approves execution of a Police Officer Trainee Sponsorship Agreement and Promissory Note requiring a three-year sworn service commitment with prorated reimbursement provisions to protect the City's investment; and
4. Authorizes the City Manager, Director of Administrative Services, City Clerk, Chief of Police, and other appropriate City staff to take all actions necessary to implement this resolution.

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

AGENDA ITEM NO. -

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

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

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

DATE: **March , 2026**

RE: **Consider adopting the latest revision to the City of Avenal Investment Policy**

RECOMMENDATION:

Staff recommends that the City Council adopt **Resolution No. 2026-** , which:

1. Adopts the latest revision of the Investment Policy to further expand on previous policy priorities and objectives;
2. Clearly delegate authority as allowed by the Municipal Code and granted by the City of Avenal City Council;
3. Further clarifies performance standards.

This action has been reviewed by the City Attorney.

BACKGROUND:

On date, the City Council approved and signed an agreement with Optimized Investment Partners LLC, an investment advisory company.

Review of our current investment policy was under the scope of services of the agreement. This revision is the result of their services. The core principles of the previous policy were maintained.

INFORMATION:

California Government Code Sections 53600 et seq. govern the investment of city funds. The City Investment Policy establishes guidelines that allow investments in authorized instruments in accordance with applicable Government Code provisions. The objective of the investment policy is to allow investments of idle funds to receive the highest yield obtainable while complying with the criteria established for safety and liquidity. This revision of the Policy still maintains those objectives and will address items omitted by previous revisions of the Investment Policy.

FISCAL IMPACT:

This recommendation has no direct fiscal impact. It directs how the city invests idle cash while maintaining daily cash flow requirements.

ENVIRONMENTAL REVIEW:

The proposed ordinance is exempt from CEQA under Guidelines §§ 15060(c)(2) and 15061(b)(3). A Notice of Exemption will be filed accordingly.

ATTACHMENTS:

City of Avenal Investment Policy

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF: Adopting the latest revision to the City of Avenal Investment Policy

RESOLUTION 2026-__

WHEREAS, on or about **February12, 2026**, the City Council ("**Council**") of the City of Avenal ("**City**") approved and authorized the signing of an Investment Advisory services agreement ("**Agreement**") with Optimized Investment Partners, LLC ("**OIP**");

WHEREAS, OIP has reviewed and revised the City's Investment Policy as part of the Agreement.

WHEREAS, the Council recognizes the need for periodically updating polices and procedures based on new laws; and

WHEREAS, the City is required to have said policies in place by California Government Code Section 53646;

WHEREAS, this policy is for the betterment of the community.

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 **March ___, 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. That the City Council of the City of Avenal does herby adopt the proposed revised Investment Policy "Exhibit A", as the official policy of the City.
2. 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.

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

AGENDA ITEM NO. 9. C

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

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

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

DATE: **March 12, 2026**

RE: **Introduction and First Reading of Multiple Ordinances Amending the Avenal Municipal Code**

INFORMATION:

Five ordinances have been prepared for Council consideration. Tonight's action on the ordinances is limited to introduction only. By waiving the first reading of the full text under Government Code section 36934 (the title having been read and copies provided for review prior to the meeting), the Council may introduce all five ordinances tonight and schedule them for second reading and adoption at a subsequent regular meeting.

The five ordinances address distinct but related areas of the City's governance: (1) modernization of the Finance Code regarding depositories and signatories; (2) cost-recovery and indemnification requirements for planning applicants; (3) delegation of contract-signing authority to the City Manager; (4) a requirement that Council vacancies be filled by special election rather than appointment; and (5) requirements and standards for sitting Council members. Staff recommends that all five ordinances be scheduled for second reading and adoption together at the next subsequent meeting.

DISCUSSION:

ITEM 1: Ordinance No. 2026-01 – Finance Code Amendment (Title 3, Chapter 2, Article 1 – Depositories and Signatories)

This ordinance amends Title 3, Chapter 2, Article 1 of the Avenal Municipal Code in its entirety. The amended Article 1 (Section 3-2.101) updates and modernizes the City's rules regarding the deposit and withdrawal of City funds. Under the amended code, all moneys received by any City officer or employee must be promptly deposited by the City Manager or their designee in one or more banks or credit unions authorized to do business in California, as selected by the City Manager or their designee. Withdrawals may likewise be made by the City Manager or their designee in accordance with applicable law and City administrative procedures.

The existing provisions of Title 3, Chapter 2, Article 1 are outdated and no longer reflect current City administrative practice or applicable law. The amendment aligns the Municipal Code with the City's actual operations and clarifies that the City Manager, rather than elected officials, is responsible for day-to-day banking and financial transactions, consistent with the City's council-manager form of government and standard procedures for local jurisdictions.

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Avenal, CA 93204
Phone: (559) 386-5766

This ordinance works in conjunction with Agenda Item 9. B (the revised Investment Policy) and Item 3 (City Manager signing authority) to establish a coherent and internally consistent framework for City operations.

Exempt from CEQA review pursuant to CEQA Guidelines §§ 15060(c)(2) and 15061(b)(3). The City Manager is directed to file a Notice of Exemption pursuant to CEQA Guidelines § 15062.

ITEM 2: Ordinance No. 2026-02 – Planning Cost-Recovery and Indemnification (Title 9)

This ordinance adds Section 9.70.025 to Chapter 9.70 of Title 9 of the Avenal Municipal Code and amends Section 9.80.030 of Chapter 9.80. All applicants for land-use permits, subdivisions, and other planning entitlements under Title 9 will be required to: (1) pay all applicable fees as set by Council resolution, which may include an advance deposit to cover all City costs of processing and deciding the application (including staff time, environmental review, consultant fees, and litigation costs); and (2) execute a written cost-recovery and indemnification agreement requiring the property owner to fully reimburse the City for all costs and to indemnify, defend, and hold harmless the City, its officials, employees, and consultants against any litigation expenses and judgments arising from the application or project.

The City has an obligation to protect its financial health and taxpayers from the costs and risks of processing and defending decisions on private development applications, particularly in cases where those decisions may be challenged in litigation. This ordinance equitably shifts those costs and risks to the applicants and developers who stand to benefit from City approvals. As more development projects come to the City, this ordinance will protect the City from future litigation while also being consistent with current best practices.

Exempt from CEQA review pursuant to CEQA Guidelines §§ 15060(c)(2) and 15061(b)(3).

ITEM 3: Ordinance No. 2026-03 – City Manager Contract Signing Authority (Title 2, Chapter 4)

This ordinance adds Section 2-4.114 to Chapter 4 of Title 2 of the Avenal Municipal Code. It authorizes the City Manager to execute written agreements on behalf of the City whenever the City Council, by resolution, specifically delegates such authority with respect to a particular agreement (such as the various Home Loan programs). The delegation may cover agreements already in existence, specifically anticipated agreements, and existing or future amendments thereto. All agreements signed under this authority remain subject to review by the City Council and approval as to form by the City Attorney.

Under Government Code § 40602, the Mayor is generally authorized to execute contracts on behalf of the City following Council authorization; however, in council-manager cities it is common practice — and more administratively efficient — to delegate execution to the City Manager by resolution. This ordinance provides a clear and unambiguous legal basis for that delegation.

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

This item is being requested by Housing & Community Development (HCD), as the practice has been that the City Manager signs those agreements and loans, but now HCD would like an ordinance to explicitly authorizes such approvals.

Exempt from CEQA review pursuant to CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), and the Class 8 categorical exemption. The City Manager is directed to file a Notice of Exemption pursuant to CEQA Guidelines § 15062.

ITEM 4: Ordinance No. 2026-04 – Filling of Vacant City Council Seats by Special Election (Title 2, Chapter 5)

This ordinance adds Section 2-5.05 to Chapter 5 of Title 2 of the Avenal Municipal Code. It provides that, notwithstanding any other provision of the Municipal Code, all vacancies on the City Council shall be filled exclusively by special election pursuant to Government Code § 36512(c)(1), and not by appointment. Upon the occurrence of any vacancy, an election is deemed automatically called for the next regularly established election date under Elections Code § 1000, provided that date is not less than 114 days from the date of the vacancy. The City's Elections Official is authorized to sign the corresponding election order. The ordinance expressly prohibits appointment to fill vacancies and remains in effect until January 31, 2027, unless extended by the Council.

The purpose of this ordinance is to ensure that all seats on the City's legislative body are filled only by Avenal residents chosen through a democratic election process. The ordinance implements the option afforded to charter and general law cities by Government Code § 36512(c)(1) to require that vacancies be filled by election rather than appointment.

Exempt from CEQA review pursuant to CEQA Guidelines §§ 15060(c)(2) and 15061(b)(3).

ITEM 5: Ordinance No. 2026-05 – Determination of Qualifications and Vacancies for City Council Seats (Title 2, Chapter 1)

This ordinance adds Section 2-1.205 to Chapter 1 of Title 2 of the Avenal Municipal Code.

This ordinance is necessary to promote the effective, transparent, and accountable operation of the City of Avenal City Council. The City Council recognizes that the residents of Avenal are best served when their elected representatives fulfill their duties with diligence, integrity, and openness. This ordinance clarifies the City Council's authority to determine the qualifications of its members and to address circumstances in which a council seat may be deemed vacant, including instances involving malfeasance or breach of fiduciary duty.

Exempt from CEQA review pursuant to CEQA Guidelines §§ 15060(c)(2) and 15061(b)(3).

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919 Skyline Blvd.
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FISCAL IMPACT:

The ordinances are administrative and regulatory in nature. No direct General Fund expenditure is required to implement any of them. The cost-recovery ordinance (Item 2) is expected to have a positive fiscal effect by ensuring planning-related City costs are borne by applicants. The Finance Code amendment (Item 1) and signing authority ordinance (Item 3) streamline existing administrative practices at no additional cost. The Council vacancy ordinance (Item 4) may result in costs associated with conducting special elections; however, such costs would arise from vacancies themselves and are an appropriate public expense for a democratic process.

RECOMMENDATION:

Staff respectfully recommends that the City Council take the following actions:

As to the five ordinances — introduction and waive the first reading (second reading and adoption to be scheduled at a subsequent regular meeting):

- Waive the first reading of **Ordinance No. 2026-01** (Finance – Depositories and Signatories) and introduce same;
- Waive the first reading of **Ordinance No. 2026-02** (Planning Cost-Recovery and Indemnification) and introduce same;
- Waive the first reading of **Ordinance No. 2026-03** (City Manager Contract Signing Authority) and introduce same; and
- Waive the first reading of **Ordinance No. 2026-04** (Filling of Vacant Council Seats by Special Election) and introduce same; and
- Waive the first reading of **Ordinance No. 2026-05** (Determination of Qualifications and Vacancies for City Council Seats) and introduce same.

ATTACHMENTS

1. Draft Ordinance No. 2026-03 – Finance Code Amendment (Depositories and Signatories)
2. Draft Ordinance – Planning Cost-Recovery and Indemnification
3. Draft Ordinance – City Manager Contract Signing Authority
4. Draft Ordinance – Filling of Vacant Council Seats by Special Election
5. Draft Ordinance – Determination of Qualifications and Vacancies for City Council Seats)
7. Resolution – Waiving First Reading of Ordinances

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY OF AVENAL AMENDING TITLE 3 CHAPTER 2 ARTICLE 1 OF THE MUNICIPAL CODE.

THE CITY COUNCIL OF THE CITY OF AVENAL DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE: This ordinance is intended to amend Title 3 Chapter 2 Article 1 of the Municipal Code, an outdated and no longer feasible article.

Section 2. CODE REPEAL: Each and any existing provision(s) of any prior ordinance of the City Council which is inconsistent with any provision(s) of this ordinance is hereby repealed only to the extent of such inconsistency(ies).

Section 3. ADOPTION OF CODE: Chapter 2 Article 1 of Title 3 of the Municipal Code is hereby amended, to read in its entirety as specified within **ATTACHMENT 1** hereto, which is hereby incorporated into this ordinance as if fully set forth herein, verbatim.

Section 4. CEQA REVIEW: The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. The City Manager is hereby directed to ensure that they or their designee file a *Notice of Exemption* pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 5. NO LIABILITY: The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Avenal, or any official, employee or agent thereof.

Section 6. PENDING ACTIONS: Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 7. SEVERABILITY: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Avenal hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 8. CONSTRUCTION: The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Avenal Municipal Code as amended by this ordinance are substantially the same as provisions in the Avenal Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 9. EFFECTIVE DATE: The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. In the event there is no newspaper of general circulation published and circulated within the City, then prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this full ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(a) and in two

additional public locations within the City of Avenal, State of California, together with the names of the Council members voting for and against the same.

Alternatively, the City Clerk shall publish a summary of this ordinance, prepared by the City Attorney, and shall post a certified copy of the full text of this ordinance in the office of the City Clerk at least five (5) days **prior to** the City Council meeting at which this ordinance is adopted; Then within 15 days **after** adoption of this ordinance, the City Clerk shall again publish the summary with the names of those City Council members voting for and against this ordinance, and shall have a certified copy of the full text of the adopted ordinance posted within the office of the City Clerk, along with the names of those City Council members voting for and against the ordinance.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Avenal, State of California, on _____, 2026__ at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Alvaro Preciado, Mayor

ATTEST: _____
Maria Ortiz, City Clerk

MD/20250808 - Avenal - DRAFT Fire Department Ordinance 2025-XX-1.docx

ATTACHMENT 1

Avenal Municipal Code

TITLE 3. Finance

Chapter 2 Funds

Article 1. Depositories and Signatories
3-2.101 Designated

3-2.101 Designated

All moneys belonging to or received for the use of the City by any officer or employee shall be promptly deposited by the City Manager, or their designee, in accordance with established administrative procedures. Such moneys shall be deposited in one or more banks or credit unions authorized to do business in the State of California, as selected by the City Manager or their designee. Withdrawal of City funds may be made by the City Manager or their designee, in accordance with applicable law and City administrative procedures.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF AVENAL ENACTING COST-RECOVERY AND INDEMNIFICATION REQUIREMENTS FOR LAND-USE PERMIT, SUBDIVISION AND OTHER PLANNING APPLICANTS.

THE CITY COUNCIL OF THE CITY OF AVENAL DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE. This ordinance is necessary to preserve the financial health and wellbeing of the City of Avenal from potential risks which can arise from processing and approving private projects in the City of Avenal, and to equitably shift such risks to the applicants and developers.

Section 2. CODE ADOPTION. Section 9.70.025 is hereby added to Chapter 9.70 of Title 9 of the Avenal Municipal Code, to read in its entirety as follows:

9.70.025 Fees For All Applications Under Title 9:

A. Notwithstanding any other provision within this Title 9 of the Avenal Municipal Code, each application submitted pursuant to any chapter within this Title 9 must be accompanied by all applicable fees set by resolution of the City Council, which may include an advance deposit of fees to reimburse the City for all further costs incurred or to be incurred by the City in processing, considering, deciding and (if approved) implementing the City's decision on the application, including but not limited to all ordinary and extraordinary costs for staff time, notices, publication(s), environmental review, consultant expenses, overhead and litigation expenses (collectively "**City costs**").

B. The application must be accompanied by a duly executed written agreement, on a form approved by City, requiring the owner of the real property encompassing the project to fully reimburse the City for each and all City costs incurred in any way relating to the project and its related application, and to fully indemnify, defend and hold harmless the City, its public bodies, officers, employees, and consultants as to each and all litigation expenses, judgments and costs which the same incur in any way whatsoever relating to the application or the project to which it relates, including but not limited to the City's approval or denial of the application or related project elements. Any application which fails to fully satisfy the requirements of this section shall be deemed incomplete.

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C. In lieu of a separate agreement, a City application form may include an agreement of the owner which satisfies the requirements of this section, though in such case the City Manager or his/her designee shall be authorized to also require a separate written agreement from the applicant in order to deem their application complete.

D. The City Manager or his/her designee are hereby authorized to sign the indemnification and cost recovery agreement required by this section when it is in a form approved by the City Council, and approved as to form by the City Attorney.

Section 3. CODE ADOPTION. **Section 9.80.030** of **Chapter 9.80** of **Title 9** of the Avenal Municipal Code is hereby amended to read in its entirety as follows:

A. Applications for a conditional use permit shall be filed and processed pursuant to the applicable sections of Chapter 9.70.

B. The application for a use permit must be accompanied by all applicable fees set by resolution of the City Council and an indemnification and cost recovery agreement duly executed by the owner of the project, on a form approved by City. Otherwise, the application shall be deemed incomplete and therefore will not be processed and presented for consideration.

Section 4. CODE ADOPTION. Section 9.82.040 of Chapter 9.82 of Title 9 of the Avenal Municipal Code is hereby amended to read in its entirety as follows:

9.82.040 Application Procedure:

A. Applications for a variance or minor deviation shall be filed and processed pursuant to the applicable sections of Chapter 9.70.

B. The application for a variance must be accompanied by all applicable fees set by resolution of the City Council and an indemnification and cost recovery agreement duly executed by the owner of the project, on a form approved by City. Otherwise, the application shall be deemed incomplete and therefore will not be processed and presented for consideration.

Section 5. CODE AMENDMENT. Section 9.84.020 of Chapter 9.84 of Title 9 of the Avenal Municipal Code is hereby amended to read in its entirety as follows:

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9.84.020 Application Procedure:

A. Applications for amendment to this Title, and applications under Subsection B, must be filed and processed pursuant to the applicable sections of Chapter 9.70.

B. An application for amendment or change to the boundaries of a zone district on the Zoning Map or the incorporation of a site into an Overlay zone (zone change) may only be filed by a property owner or authorized agent of land which is the subject of the proposed amendment, or by the Director, City Council, or Planning Commission. If the subject property for which the amendment is proposed involves more than one property owner, all property owners of record or their authorized agents must jointly file the application.

C. Each application under Subsection A or B above must be accompanied by all applicable fees set by resolution of the City Council and an indemnification and cost recovery agreement duly executed by the owner of the project, on a form approved by City. Otherwise, the application shall be deemed incomplete and therefore will not be processed and presented for consideration.

D. An amendment to or change in the text of this title (text amendment) may only be initiated by the Director, City Council, or the Planning Commission. The Planning Commission may initiate such an amendment or change upon a written request to the Director, with an application fee by an interested person.

Section 6. CODE AMENDMENT. Section 9.86.020 of Chapter 9.86 of Title 9 of the Avenal Municipal Code is hereby amended to read in its entirety as follows:

9.86.020 Application Procedure:

A. Applications for a general plan or specific plan amendment shall be filed and processed pursuant to the applicable sections of Chapter 9.70. Such applications must be accompanied by all applicable fees set by resolution of the City Council and an indemnification and cost recovery agreement duly executed by the owner of the project, on a form approved by City. Otherwise, the application shall be deemed incomplete and therefore will not be processed and presented for consideration.

B. A general plan amendment affecting the General Plan Land Use Map or other map in the General Plan may be filed by the record owner or authorized agent of the record owner of real property which would be affected by the proposed amendment.

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C. A specific plan amendment may be filed by the record owner or authorized agent of the record owner of real property which would be affected by the proposed amendment.

D. A general plan or specific plan amendment may be initiated by the City Council or the Planning Commission. Either authority may initiate such an amendment upon a written request by the Director or upon a written request with an application fee by an interested person.

Section 7. CODE ADOPTION. Subsection A of Section **10.04.040** of Chapter 10.04 of Title 10 of the Avenal Municipal Code, is hereby amended to read in its entirety as follows:

10.04.040 Application Processing:

A. Application, Fees and Costs:

Applications for subdivision permits and decisions must be made to the City on a form provided by the City and accompanied by all of those materials specified within this chapter, including any additional item(s) otherwise required by the City.

1. Timing of Deposit: All persons submitting an application for a map and/or other decision or approval under Title 10 of the Avenal Municipal Code must pay, at the time of application, all fees and/or other deposits as currently approved in the City's fee resolution and the provisions set forth therein.

2. Cost-Recovery By City: Notwithstanding any other provision within this Title 10 of the Avenal Municipal Code, each application submitted pursuant to any chapter within this Title 10 must be accompanied by all applicable fees set by resolution of the City Council, which may include an advance deposit of fees to reimburse the City for all further costs incurred or to be incurred by the City in processing, considering, deciding and (if approved) implementing the City's decision on the application, including but not limited to all ordinary and extraordinary costs for staff time, notices, publication(s), environmental review, consultant expenses, overhead and those litigation expenses authorized by law (collectively "**City costs**").

3. The application must be accompanied by a duly executed written agreement, on a form approved by City, requiring the owner of the real property encompassing the project to fully reimburse the

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City for each and all City costs incurred in any way relating to the project and its related application, and to fully indemnify, defend and hold harmless the City or its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, an approval of the City, or any advisory agency, appeal board or legislative body thereof, concerning a subdivision. Any application which fails to fully satisfy the requirements of this section shall be, and is hereby deemed to be, incomplete.

4. In lieu of a separate agreement, a City application form may include an agreement of the owner which satisfies the requirements of this section, though in such case the City Manager or his/her designee shall be authorized to also require a separate written agreement from the applicant in order to deem their application complete.

5. The City Manager or his/her designee shall be authorized to sign the indemnification and cost recovery agreement required by this section when it is in a form approved by the City Council, and approved as to form by the City Attorney.

Section 8. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemptions, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemptio*n is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 9. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Avenal, or any official, employee or agent thereof.

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Section 10. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 11. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Avenal hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 12. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Avenal Municipal Code as amended by this ordinance are substantially the same as provisions in the Avenal Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 13. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code § 36933(c)(1) and a summary shall be published once in the Avenal Journal a newspaper printed and published in the City of Avenal, State of California, together with the names of the Council members voting for and against the same.

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THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Avenal, State of California, on _____, 2025 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
ALVARO PRECIADO
Mayor, City of Avenal

ATTEST: _____
MARIA A. ORTIZ
City Clerk, City of Avenal

MD/20260129 - Avenal - DRAFT Ordinance re Planning Cost-Recovery Indemnity-3.docx

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF AVENAL AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENTS ON BEHALF OF CITY WHEN SPECIFICALLY AUTHORIZED BY RESOLUTION.

THE CITY COUNCIL OF THE CITY OF AVENAL DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE. This ordinance is necessary to improve the administrative efficiency of the City of Avenal whenever the City Council authorizes the signing of an agreement, including grant agreements and amendments thereto.

Section 2. CODE ADOPTION. Section 2-4.113 is hereby added to Chapter 4 of Title 2 of the Avenal Municipal Code, to read in its entirety as follows:

2-4.114 Authorization to Sign City Agreements:

(a) Notwithstanding any other provision within any other section of the Avenal Municipal Code, the City Manager is hereby authorized to sign any written agreement on behalf of the City whenever the City Council by resolution delegates and authorizes the City Manager to sign of a particular agreement specified in the resolution.

(b) The authority delegated under this section may include the signing of:

(1) An agreement already in existence;

(2) A specifically anticipated agreement; and

(3) One or more existing or future amendments to an agreement, whenever the authorizing resolution so specifies.

(c) The authority delegated under this section is contingent upon a review, and approval as to form by the City Attorney, of the signed agreement and/or amendment.

Section 3. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemptions, the City Council further finds that the

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ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemptio*n is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Avenal, or any official, employee or agent thereof.

Section 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Avenal hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Avenal Municipal Code as amended by this ordinance are substantially the same as provisions in the Avenal Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

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Section 8. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code § 36933(c)(1) and a summary shall be published once in the Avenal Journal a newspaper printed and published in the City of Avenal, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Avenal, State of California, on _____, 2025 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
ALVARO PRECIADO
Mayor, City of Avenal

ATTEST: _____
MARIA A. ORTIZ
City Clerk, City of Avenal

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF AVENAL PROVIDING FOR THE MANNER IN WHICH SEATS ON THE CITY COUNCIL SHALL BE FILLED UPON EACH VACANCY.

THE CITY COUNCIL OF THE CITY OF AVENAL DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE. This ordinance is necessary to ensure that all seats on the legislative body of the City of Avenal are filled only by the residents of the City of Avenal.

Section 2. CODE ADOPTION. Section 2-5.05 is hereby added to Chapter 5 of Title 2 of the Avenal Municipal Code, to read in its entirety as follows:

2-5.05 Filling of Vacant Seats on City Council:

(a) Notwithstanding any other provision within any other section of the Avenal Municipal Code, and pursuant to Government Code § 36512(c)(1), all vacancies as to any seat on the City Council shall and must be filled by a special election.

(b) Immediately upon the existence of each and any vacancy as to any seat on the City Council, an election is hereby deemed to be called to fill such vacancy, on the next regularly established election date not less than 114 days from the date of such vacancy, contingent upon the issuance of a signed election order by the City. The City's Elections Official is hereby authorized to sign an election order for said election, provided that it includes, but is not limited to, the following parameters:

(1) The date of the election, which shall be on the next regularly established election under Election Code § 1000, provided that such date must not be less than 114 days from the date of the vacancy;

(2) Separate identification of each vacant seat, including the starting and end dates of its existing term, specified by month and year, and that each seat is elected at-large;

(3) A statement that the City's boundaries have not changed since the last statewide general election, or otherwise announcing a change in the City's boundaries and attaching an updated map of the City's boundaries; and

(4) A request for and consent to the consolidation of the election with other elections which may be held in whole or in part of the territory of the City, as provided in Elections Code § 10402.5.

(c) Vacancies on the City Council shall not be filled by appointment until

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this ordinance is repealed. This section of the Avenal Municipal Code shall remain in effect until January 31, 2027, unless extended by the City Council.

Section 3. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemptions, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemptio*n is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Avenal, or any official, employee or agent thereof.

Section 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Avenal hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more

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other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Avenal Municipal Code as amended by this ordinance are substantially the same as provisions in the Avenal Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 8. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code § 36933(c)(1) and a summary shall be published once in the Avenal Journal a newspaper printed and published in the City of Avenal, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Avenal, State of California, on _____, 2025 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
ALVARO PRECIADO
Mayor, City of Avenal

ATTEST: _____
MARIA A. ORTIZ
City Clerk, City of Avenal

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF AVENAL PROVIDING FOR THE MANNER IN WHICH SEATS ON THE CITY COUNCIL MAY BE DECLARED VACANT.

THE CITY COUNCIL OF THE CITY OF AVENAL DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE. This ordinance is necessary to ensure that all seats on the legislative body of the City of Avenal are filled only by the residents who act in the best interest of the City of Avenal.

Section 2. CODE ADOPTION. Section 2-1.205 is hereby added into Chapter 1 of Title 2 of the Avenal Municipal Code, to read in its entirety as follows:

2-1.205 Vacant Seat(s) on City Council:

(a) The City Council may at any regular or special meeting declare vacant the seat of any council member upon the happening of any of the events listed in Government Code § 1770, and/or where the incumbent for any reason no longer qualifies to hold a seat on the City Council.

(b) Pursuant to Government Code § 36812, the City Council shall be the judge of the qualifications of its members, and shall make such decision excluding the vote of the incumbent or purported incumbent whose seat is at issue.

(c) Any person who within the past six (6) years has been found, by the City Council and/or any court of competent jurisdiction, to have engaged in any malfeasance in office, including but not limited to any breach of any fiduciary duty owed to any California local government agency, is disqualified from holding a seat on the City Council.

(d) Notwithstanding any other provision within any other section of the Avenal Municipal Code, a seat on the City Council may be declared vacant if the City Council finds that the incumbent willfully breached any fiduciary duty owed to the City, including without limitation an unauthorized disclosure of confidential information in violation of Government Code § 54963, or engaged in any other act of malfeasance of office.

(e) City Manager and/or City Clerk are authorized to cause notice of the ground(s) for vacancy to be provided pursuant to Government Code § 1771.

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Section 3. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemptions, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Avenal, or any official, employee or agent thereof.

Section 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Avenal hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

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Section 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Avenal Municipal Code as amended by this ordinance are substantially the same as provisions in the Avenal Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 8. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code § 36933(c)(1) and a summary shall be published once in the Avenal Journal a newspaper printed and published in the City of Avenal, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Avenal, State of California, on _____, 2026 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
ALVARO PRECIADO
Mayor, City of Avenal

ATTEST: _____
MARIA A. ORTIZ
City Clerk, City of Avenal

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BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL WAIVING THE FULL READING OF CERTAIN ORDINANCES INTRODUCED AT THE REGULAR MEETING OF MARCH 12, 2026.

RESOLUTION 2026- 17

WHEREAS, Government Code Section 36934 requires that ordinances be read prior to adoption; and

WHEREAS, Government Code Section 36934 further provides that the reading of an ordinance in full may be waived by a majority vote of the City Council when the ordinance is introduced and the title is read; and

WHEREAS, the City Council of the City of Avenal has introduced several ordinances amending the Avenal Municipal Code to improve administrative procedures, strengthen governance practices, and ensure the efficient operation of City government; and

WHEREAS, the City Council desires to waive the full reading of these ordinances and instead read the ordinances by title only.

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 March 12, 2026, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____ ATTEST: _____

Alvaro Preciado, Mayor
CITY OF AVENAL

MARIA A. ORTIZ, City Clerk
CITY OF AVENAL

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

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found that the foregoing recitals are true;

2. The City Council hereby waives the full reading of the following ordinances introduced at the regular meeting of March 12, 2026, and directs that the ordinances be read by title only:
   (a) **Ordinance No. 2026-01** – Amending Title 3, Chapter 2, Article 1 of the Avenal Municipal Code relating to City Finance and Depositories.
   (b) **Ordinance No. 2026-02** – Enacting Cost-Recovery and Indemnification Requirements for Land-Use Permit, Subdivision, and Other Planning Applications.
   (c) **Ordinance No. 2026-03** – Authorizing the City Manager to Sign Agreements on Behalf of the City when Specifically Authorized by Resolution of the City Council.
   (d) **Ordinance No. 2026-04** – Providing for the Manner in Which Vacant Seats on the City Council Shall Be Filled.
   (e) **Ordinance No. 2026-05** – Establishing Procedures for Determining Qualifications and Vacancies for City Council Seats.

3. The ordinances introduced at the March 12, 2026 meeting shall return to the City Council for a second reading or waiver thereof and consideration for enactment.

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.

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