



**AGENDA  
ORANGE COVE CITY COUNCIL  
REGULAR COUNCIL MEETING  
Wednesday, March 26, 2025  
6:30 PM**

City of Orange Cove Council Chambers  
633 6<sup>th</sup> St.  
Orange Cove, CA 93646

**ZOOM Information**

<https://us06web.zoom.us/j/88403453987?pwd=H5FHmrYdaCyGZyfdEXPRn3dsdR26Da.1>  
Meeting ID: 884 0345 3987  
Passcode: 509038

**1. CALL TO ORDER/WELCOME**

Roll Call  
Invocation  
Pledge of Allegiance

**2. CONFIRMATION OF AGENDA**

**3. PRESENTATION**

- Fresno Skateboard Salvage

**4. CONSENT CALENDAR**

*(All items listed under the consent calendar category are considered routine. The complete consent calendar will be enacted by one motion by ROLL CALL VOTE. For purposes of discussion, any council member may have an item removed from the consent calendar and made part of the regular agenda. The Council can then approve the remainder of the consent calendar.)*

- |  |                  |
|--|------------------|
| 4.a. Minutes of the March 12th, 2025, Regular Meeting of Orange Cove City Council.   | <i>Cisneros</i>  |
| 4.b. Approve Professional Services Agreement with Jones Hall APLC and Novogradac authorizing the Interim City Manager to pursue Federal Tax Credits under the Inflation Reduction Act of 2022 with respect to qualifying clean energy projects.                                  | <i>Dominguez</i> |
| 4.c. Approve donation request from the Orange Cove High School AVID 5K Lucky Run program for \$500 Fiscal Year 2024-25.  | <i>Dominguez</i> |
| 4.d. Adopt Resolution 2025-09 Supporting the Time Implementation and Use of 2025 Congestion Management & Air Quality Improvement Program (CMAQ) grant project Awards.  | <i>Dominguez</i> |
| 4.e. Adopt Resolution 2025-10, Authorizing the City Manager or Public Works Director to execute grant applications and agreement-related documents associated with the Department of Water Resources (DWR) grant for the "City of Orange Cove Water System Improvement" project. | <i>Dominguez</i> |

**Public comments during regular business items are limited to three minutes per person and fifteen minutes per item.**

## 5. PUBLIC HEARING

*Patlan*

- 5.a. **SUBJECT:** Approve the Second Reading and Adopt the Ordinance No. 400, Which Amends Title 5 by Adding Chapter 5.44 To The Orange Cove Municipal Code Ordinance 400.

**RECOMMENDATION:** Staff recommends that the City Council consider taking the following action: Approve the Second Reading and Adoption of Ordinance 400 entitles: "An Ordinance of the City Council of the City of Orange Cove, California, to Promote Public Health, Safety, and Welfare by Adding Chapter 5.44 To Title 5 To Regulate Sidewalk Vending on City Right-of-Ways". The City Council conduct a public hearing to receive public comments on the Ordinance.

## 6. STAFF COMMUNICATIONS

*Dominguez*

## 7. Orange Cove Fire Protection District

*Fire Chief*

**SUBJECT:** Department Report by  
Orange Cove Fire Protection District  
**RECOMMENDATION:** Informational Only

## 8. PUBLIC COMMENT

Notice(s) to the Public: This is the opportunity for any member of the public to address the City Council on any item over which the Council has jurisdiction. No action or discussion will be taken on any item not on the agenda. Issues raised will be referred to the City Manager for review. Members of the public shall limit their remarks to three (3) minutes and no more than 15 minutes per topic.

## 9. CITY MANAGER'S REPORT

## 10. CITY ATTORNEY'S REPORT

## 11. CITY COUNCIL COMMUNICATIONS

## 12. CLOSED SESSION

A closed session is needed to discuss the following matter:

- 12.a. Conference with Legal Counsel  
Existing Litigation (§ 54956.9)  
Name of Case: AM Consulting v. City of Orange Cove, 23CECG04390
- 12.b. Public Employee Discipline/Dismissal Release (§ 54957)

## 13. ADJOURNMENT

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing notice was posted in accordance with the applicable legal requirements. Dated this 20th day of March 2025.

  
Cynthia Cisneros, City Clerk

**ADA Notice:** *In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 626-4488 ext. 213. Notification 48 hours prior to the meeting will enable the city to make arrangements to ensure accessibility to this meeting.*

**Documents:** *Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall, Orange Cove, CA during normal business hours. In addition, most documents are posted on City's website at [cityoforange Cove.com](http://cityoforange Cove.com).*

## **STATEMENT ON RULES OF DECORUM AND ENFORCEMENT**

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Orange Cove City Council, there is a need for civility and expedition in the conducting of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

### **GENERAL RULES OF DECORUM**

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The mayor shall then ask Councilmembers if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening, or abusive language, whistling, stamping of feet or other acts which disturb, disrupt, or otherwise impede the orderly conduct of any Council meeting.

## **ENFORCEMENT OF DECORUM RULES**

(Resolution No. 2012-16)

While the City Council is in session, all persons must preserve order and decorum. A person who addresses the city council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If after receiving such a warning, the person persists in breaching the rules of decorum, the mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the mayor or presiding officer may direct the City Manager to contact law enforcement.

In accordance with the Point of Order Rule 4.6, the majority of the Council may overrule the mayor if the majority of the Council believes the mayor or other presiding officer is not applying the rules of decorum appropriately.



# ORANGE COVE CITY COUNCIL REGULAR MEETING MINUTES

March 12, 2025

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The Regular Meeting of Orange Cove City Council was called to order by Mayor Guerra-Silva at 6:30 PM on Wednesday, March 12, 2025, in the City of Orange Cove Council Chambers at 633 6<sup>th</sup> Street, Orange Cove, California.

## 1. ROLL CALL

### COUNCIL MEMBERS PRESENT

Rodriguez, Del Bosque, Ortiz, Garcia, and Guerra-Silva

### ABSENT

None.

## INVOCATION

Council Member Ortiz.

## PLEDGE OF ALLEGIANCE

Council Member Rodriguez.

## 2. CONFIRMATION OF AGENDA

No changes to the agenda.

## 3. PRESENTATION

None scheduled.

## 4. CONSENT CALENDAR

Council Member Ortiz motioned, and Council Member Rodriguez seconded to accept, approve, and adopt all items listed under the Consent Calendar. The motion unanimously carried.

4.a. Minutes of March 12th, 2025, Regular Meeting  
of Orange Cove City Council -**Approved**

4.b. Warrant Register for February 2025-**Approved**

4.c. Recommendation-Approval Adopt Resolution Supporting the Timely Implementation and Use of 2025 Surface Transportation Block Grant (STBG) project awards City staff recommendations the Council adopt Resolution 2025-08 supporting the timely implementation and use of grant funding stemming from 2025 STBG grant awards. A grant award is not guaranteed to the City and will be assigned based on the merits of the applications submitted by the City Engineering staff. The terms and conditions of the grant application require the City to agree to a timely project implementation and use of funds in advance of the evaluation of the application-**Approved**

## 5. REGULAR BUSINESS

- 5.a. APPROVAL-First Reading of Ordinance No. 400 which amends Title 5 by adding 5.44 to the Orange Cove Municipal Code Ordinance 400.

Planning and Building Director Patlan addressed the council/staff/public. City Attorney Crouch also addressed the council. The council received an update regarding their recommendation to Director Patlan at the previous council meeting about sidewalk vendors. An ordinance needs to be established to permit and regulate sidewalk vendors. The discussion of vendors selling in a business parking lot was discussed. This is a separate matter from the sidewalk vendors.

Public Comment  
None.

Council Member Garcia motioned, and Council Member Del Bosque seconded to Approve Staff recommendation that the City Council consider taking the following action: Introduce and waive the first reading of the Sidewalk Vendor Ordinance in order to reduce the unauthorized vending of goods and services within the City of Orange Cove. Ordinance titled as follows: "An Ordinance of the City Council of the City of Orange Cove, 5.44 California to Promote Public Health, Safety, and Welfare by Adding Chapter To Title 5 To Regulate Sidewalk Vending on City Right-of-Ways" direct staff to schedule the second reading and adoption of the Ordinance for the next regular meeting, in which a Public Hearing will be held. The motion unanimously carried.

## 6. STAFF COMMUNICATIONS

### City Engineer Chris Howard

- Addressed the council and provided an update on the ten top projects, from a capital improvement perspective.

### Chief of Police Pena

- Provided an update on the February Statistics Report
- Staffing-11 sworn police officers. There are two officers pending backgrounds.
- March 29<sup>th</sup>-Dog/Cat Vaccine Clinic at the community center.

## 7. ORANGE COVE FIRE PROTECTION DISTRICT

### Fire Chief Hernandez and Battalion Chief Greenwood

#### Chief Hernandez

- Is the newly appointed District Fire Chief, he is replacing Chief Greenwood
- Provided an update for the February fire calls.
- Ten cars participated in the Car Seat Check-Up Event. All the car seats were replaced. There are technicians onsite to do inspections.

### Chief Greenwood

- Has served 40 years in the Fire Protection District and the City of Orange Cove community. Chief Greenwood and Chief Hernandez have switched positions. He is now the battalion chief and will continue to respond to calls.

The council congratulated both chiefs.

## **8. PUBLIC COMMENTS**

Two members of the public spoke. Orange Cove High School is holding the Lucky Run Event on Saturday, March 15<sup>th</sup>. The Orange Cove Lion's Club has a newly elected female president. They are looking for new members.

## **9. INTERIM CITY MANAGER'S REPORT**

- Police Department and Public Works staff will be participating on this weekend's Lucky Run Event by helping with street closures.
- The fully electric mower was received a few weeks ago as a result from a grant from the Air Quality Control Board. The mower replaces a 20-year-old mower.
- The 2024 Notice of Funding Availability (NOFA) Program application will be submitted by the end of this week.

## **10. CITY ATTORNEYS REPORT**

Nothing to report.

## **11. CITY COUNCIL COMMUNICATIONS**

Mayor/Mayor Pro Tem/Council Members

- Thanked Chief Greenwood for his 40 years of service and congratulated the new Orange Cove Fire Protection District Chief Hernandez.
- Thanked the police department, city attorney, and administration.
- Invited everyone to the Orange Cove High School Lucky Run.

## **12. CLOSED SESSION**

A closed session is needed to discuss the following matter:

### **12.a. Government Code Section (§ 54957)**

Public Employee Performance Evaluation

Title: City Engineer

No members of the public spoke.



The meeting went into a closed session at 7:21 PM.  
The meeting was reconvened into an open session at 8:20 PM.

There was no reportable action taken on the agenda item.

**13. ADJOURNMENT** There being no further business, the meeting was adjourned at 8:21 PM.

Respectfully submitted,

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Cynthia Cisneros  
City Clerk

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Diana Guerra-Silva  
Mayor



## CITY OF ORANGE COVE REPORT TO CITY COUNCIL

**To:** Orange Cove City Council

**From:** Dario Dominguez, Interim City Manager / Public Works Director

**Subject:** Approve Professional Services Agreement with Jones Hall APLC and Novogradac authorizing the Interim City Manager to pursue Federal Tax Credits under the Inflation Reduction Act of 2022 with respect to qualifying clean energy projects.

**Attachment:** Agreement

### **RECOMMENDATION**

Staff recommend the City Council approve the Agreement with Jones Hall APLC and Novogradac authorizing the Interim City Manager to pursue Federal Tax Credits under the Inflation Reduction Act of 2022 with respect to qualifying clean energy projects.

### **BACKGROUND**

A federal law enacted in 2022, the Inflation Reduction Act of 2022 (the "2022 Act"), included provisions aimed at providing financial incentives for undertaking certain clean energy projects. The IRS has recently released regulations implementing its terms, and for qualifying projects that have been placed in service in calendar year 2024, applicants can apply for a tax credit by May of 2025. For public entities such as the City, the tax credit will be payable as an unrestricted, lump sum payment. The City placed a solar project in service in 2024 and, as such, may qualify for a tax credit in 2025. The total combined tax credit payment for the City is believed to be approximately 25.5% of eligible renewable energy project costs. The Resolution before the Board authorizes City staff to pursue the tax credits on behalf of the City and engages its legal advisors and accounting firm to ensure that the City projects qualify and identify all eligible costs under the Internal Revenue Code and all legal requirements are met to claim the 2022 Act Credits.

### **ENVIRONMENTAL REVIEW**

This action does not constitute a "project" pursuant to the California Environmental Quality Act.

### **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

**FISCAL IMPACT**

It is currently believed that the City will realize 25.5% of the eligible costs of the City's solar project in the form of a federal tax credit payment. The final total tax credit amount will be determined based on the analysis of eligible costs under the Internal Revenue Code and applicable Internal Revenue Service guidance.

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APPROVE: Interim City Manager: Dario Dominguez

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

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**TYPE OF ITEM:**

Consent

Info Item

Action Item

Department Report

Redevelopment Agency

Public Hearing

Matter Initiated by a Council Member

Other

Continued to: \_\_\_\_\_

RECEIVED

MAR 20 2025

City Clerk  
City of Orange Cove



December 12, 2024

Daniel T. Parra  
City Manager  
City of Orange Cove  
633 Sixth Street  
Orange Cove, CA 93646

**RE: Cost Segregation Study and Tax Return for City of Orange Cove**

Dear Daniel:

We are pleased to have the opportunity to provide professional services to the City of Orange Cove (the “City”, “you” or “your”) in connection with your proposed investment tax credit transactions involving solar energy facilities located in California (the “Project” or “Projects”). The specific services we agree to provide to you are described below. If the City agrees to the terms set forth below, please sign a copy of this letter (the “Engagement Letter”) at the space provided below and return it to me.

**Cost Segregation Study**

Using information that your management provides, we will prepare a cost segregation study (the “Study”) of the Project as of the projected date of commencement of operations. The Study will consist of an analysis on the assets to comprise the Project for purposes of determining the energy property eligible for the investment tax credit (“ITC”) under the Internal Revenue Code (“IRC”) Section 48. All information contained in the Study that will be provided by the City and others will be assumed to be true, correct, and reliable. We will inform you if any such information appears inaccurate on its face, but we will assume no responsibility for its accuracy.

We will not audit, examine, or review the information and/or the Study report, and therefore, will not express any form of assurance on the reasonableness of the information. This engagement also does not entail an appraisal or any other form of value determination. Rather, this engagement is solely to assist you to determine the energy property eligible for ITC.

These services are provided on the basis of our understanding and interpretation of the IRC, the Regulations issued by the United States Department of Treasury (the “Treasury”), court decisions, the Internal Revenue Rulings, the Internal Revenue Procedures and other guidance. The City acknowledges and agrees that the conclusions of the Study are subject to Internal Revenue Service (“IRS”) review and could be challenged upon IRS audit. We are not responsible for the assessment of penalties and/or interest (including amounts related to time value of money or passage of time) resulting from IRS’s disallowance of any classifications or conclusions.

If for any reason we are unable to complete the Study, we will not issue a report on it as a result of this engagement.

The City’s management is responsible for disclosure of significant information that might affect the analysis of the Study.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.



In order for us to complete the engagement, the City's management must provide assumptions and information that are appropriate for the Study. If the assumptions provided are inappropriate and have not been revised to our satisfaction, we will be unable to complete the engagement, and accordingly, we will not issue a report on the Study.

It is our understanding that the City's management has designated qualified individuals within senior management, with the necessary expertise, to be responsible and accountable for overseeing all the services performed as part of this engagement. By your signature below, you acknowledge that the City's management agrees to evaluate the adequacy of, and accept responsibility for, the results of all the services performed as part of this agreement. In addition, you are responsible for (a) establishing and maintaining internal controls, including monitoring ongoing activities (b) identifying and ensuring that the City complies with the laws and regulations applicable to its activities (c) making all financial records and related information available to us and for the accuracy and completeness of that information.

If the City's management intends to reproduce and publish the Study and our report thereon, they must be reproduced in their entirety to avoid erroneous conclusions. You agree to indemnify, defend and hold us, our partners and employees harmless from any claims, loss, cost or damages that may result from any negligent misrepresentation or fraud perpetrated by City, its officers, directors, owners, members, employees or representatives concerning or related to draft or final versions of our report, memoranda, or other deliverables.

To reiterate, we will not audit, examine, or review the information provided by the City and others, and accordingly, will not express an opinion or any other form of assurance on the information. Our engagement cannot be relied upon to disclose errors, fraudulent financial reporting, and misappropriation of assets, or illegal acts that may exist. However, we will inform the appropriate levels of the City's management of any material errors and/or any evidence or information that comes to our attention during the performance of this engagement that indicates that fraud may have occurred. We will also report to the appropriate levels of the City's management any evidence or information that comes to our attention regarding illegal acts that may have occurred, unless they are clearly inconsequential. By your signature below, you acknowledge on behalf of the City that we have no responsibility to identify and communicate deficiencies in the City's internal control as part of this engagement.

The expected methodology used to conduct the Study is as follows. The methodology is subject to modifications and additions at our discretion during the course of performing this engagement:

1. Gather information from the City, including a schedule of values (the "Cost Schedule") which itemizes costs of the Project as of the placed-in-service date and other documents related to the costs.
2. Identify and quantify land improvements, personal property, and energy property based on the Cost Schedule and inquiries of the City's management.
3. Evaluate the costs of energy property including solar panels and inverters for reasonableness.
4. If the Project was acquired prior to commencement of construction, evaluate the purchase price allocation for reasonableness and allocate the purchase price to the appropriate asset classifications.
5. Evaluate the Cost Schedule for eligible energy property (i.e. eligible ITC property) in accordance with IRC Section 48. Indirect costs are allocated to eligible and ineligible assets. The costs including indirect costs are then segregated into eligible and ineligible energy property classifications for purposes of ITC determination. The aforementioned procedures will be based on a combination of authoritative guidance and standard positions of the renewable energy industry.

Neither all nor any part of the contents of the Study may be released to third parties, other than the Specified Users and their tax advisors, without our prior written consent. Possession of the Study, or a copy thereof, does not carry with it the right of publication, nor may the Study be reproduced in whole or in part, in any manner, by any person, without prior written consent.

We have no obligation to any other third parties, and you agree to hold us harmless and indemnify us for any claims, costs, suits and/or damages that we incur as a result of the Study being distributed to any unauthorized third parties.

Other than pursuant to a valid and enforceable court order, no individuals signing or associated with the Study will be required by reason of the cost segregation study to give testimony or appear in court or other legal proceedings. Should meetings with government agents, testimony or attendance in court by reason of the cost segregation study be required, our participation will be dependent upon the prior negotiation and execution of a separate Engagement Letter for such services, and will be charged for at our applicable hourly rates.

We will assume no responsibility for hidden or unapparent conditions of the Project, subsoil or substructures, or any defects existing or that may develop in the future. Equipment components will be assumed in good working condition unless otherwise indicated to us.

We will use our judgment in resolving questions where tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions, provided the position meets the substantial authority standard of the Treasury Circular 230. Any federal tax advice that may be contained in the Study is not intended by us to constitute a covered opinion pursuant to the Treasury Regulation Section 10.35 or to be used for the purpose of (i) avoiding tax-related penalties under IRC or (ii) promoting, marketing, or recommending to another party any tax-related matters addressed herein.

## **Tax Return**

We will also prepare the federal Form 990-T Exempt Organization Business Income Tax Return and other applicable forms necessary to claim the investment tax credit and make the elective payment election ("Tax Forms") for the fiscal year ended June 30, 2024 (the "Tax Year"). The Tax Forms will be prepared from information that you will furnish to us. Our fees are based on the understanding that you will provide us with all the necessary workpapers and schedules to prepare the tax returns. These schedules include, but are not limited to, financial statements and other supporting documentation as necessary.

This proposal does not include any tax-related services other than for the federal income tax filing requirements for the Tax Year. Any other tax compliance requirements, including without limitation payroll taxes, sales and use taxes, personal or real property tax statements, benefit plan filings, employment- or payment-related reporting, and/or any federal, state or local tax or regulatory filing requirement for which we have not explicitly agreed to assist you in this Engagement Letter, must first be agreed upon in a separate, mutually executed engagement letter between us. We have no obligation to provide such services unless and until you and we have mutually executed said separate engagement letter.

We will use our judgment in resolving questions where tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible, provided the position meets the substantial authority standard of Treasury Department Circular 230. Prior to filing all tax returns, you accept responsibility for reviewing and understanding the outcome of these tax matters and assume full responsibility for the conclusions related thereto.



The taxing authority with which a tax return is filed may select it for examination. If your return is selected for examination, you must provide any documents, schedules and other items that support or substantiate the information on the return. You are responsible for maintaining copies of such support until the applicable statute of limitations has expired. By your signature below, you agree and acknowledge that we do not have any responsibility with regard to such state or federal tax return examination and this Engagement Letter does not constitute an engagement to assist or represent you during a tax return examination. If your return is selected for examination and you wish to engage us to assist and represent you, we would only do so under the terms and fee arrangements of a separate mutually executed engagement letter.

We do not offer or provide any investment advice under any circumstances. You have the ultimate responsibility for the income tax returns and tax positions taken in the preparation of the income tax returns and, therefore, you should review them carefully before you sign them. You agree that we are not responsible for ensuring that the City is in compliance with all federal and state tax laws. You also agree that this engagement does not include advice or consultation on tax law changes. We would be pleased to provide you with such tax consulting or other services upon your request, subject to a separate written engagement letter.

The engagement described herein does not constitute any form of an attestation engagement, such as an audit, compilation or review. We will therefore not issue any independent accountants' reports, findings, or other work product including a compilation, review, or audit report, on any financial statements or other materials in connection with this engagement. Because the engagement described herein does not constitute an audit or examination, we will not express an independent accountant's attestation opinion on the City's tax return. In addition, we have no obligation to perform any procedures beyond those described in this Engagement Letter.

You agree to indemnify, defend and hold us, our partners and employees harmless from any claims, loss, cost or damages that may result from any negligent misrepresentation or fraud perpetrated by the City, its officers, directors, owners, members, employees or representatives concerning or related to the services provided pursuant to this Engagement Letter, including but not limited to any draft or final versions of our work product, if applicable.

You are responsible for establishing and maintaining effective internal controls. You are also responsible for making all management decisions and performing all management functions, for designating an individual with suitable skill, knowledge, or experience to oversee any services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants.

Services regarding any return implications of new legislation updates requiring consultation or additional calculations will be billed at our hourly consulting rates.

Our tax engagement ends on delivery of an approved tax returns. This engagement does not include general consulting and advisory services, other than as set forth in this Engagement Letter ("Consulting Services"). The terms and conditions of any Consulting Services or follow-up services other than those set forth in this Engagement Letter must be mutually agreed upon in a separate written engagement letter.

### **Expected Fees**

Our fee for the Study and Tax Forms is \$10,500. Our fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement.

If additional time and effort is necessary to complete the engagement (“Unanticipated Services”), we will notify you with a revised fee quote and not perform additional work until you have given us your authorization to proceed. You will also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc. If we are compelled to respond to a subpoena or other enforceable order for document production, deposition of other testimony related to this engagement in a matter in which we are not a party and no claims are being asserted against us, you agree to pay us for all time and out-of-pocket costs we incur in complying with such requirements. The preceding sentence shall apply regardless of how much time has elapsed since we completed our engagement, and regardless of whether you are the party compelling us to produce documents or appear for testimony.

### **Invoicing and Payments**

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and must be paid before our work product is delivered. Invoices are to be paid in U.S. dollars, in immediately available funds drawn from a U.S. bank, or by international wire transfer in U.S. dollars, if not drawn from a U.S. bank. After 30 days, a late charge will be imposed on unpaid fees at a rate of 10% per annum, assessed monthly based on 0.83% of the account’s balance of past due invoices. Work may be suspended if your account is not paid and will not be resumed until your account is paid in full. Should you have any unused portion of a retainer remaining from a separate engagement with Novogradac that has since concluded, you consent to our transferring said unused retainer to satisfy any past due balance incurred in connection with this engagement. Novogradac reserves the right to send any unpaid account(s) to collections. By signing this Engagement Letter, you consent to Novogradac’s disclosure of your information, including but not limited to copies of this Engagement Letter, to the extent necessary to collect unpaid balances owed pursuant to this Engagement Letter.

For your convenience, we include the option for you to receive invoices electronically. If you would prefer to receive our invoices and statements by email rather than US Mail, please provide an email to which we should send future invoices and statements in the following space: \_\_\_\_\_. By providing an email account in the preceding manner, you consent to receiving email notifications from us regarding invoices, statements, payment issues, and similar notices. To ensure receipt of invoices, please add [Novo\\_AR@novoco.com](mailto:Novo_AR@novoco.com) to your address book. You may revoke your consent at any time by emailing your opt-out request to [Novo\\_AR@novoco.com](mailto:Novo_AR@novoco.com). Your election to receive or stop receiving invoices by email will not impact any other email elections you may have given us, such as requesting to be included in our Industry Alerts mailing list. Please contact [cpas@novoco.com](mailto:cpas@novoco.com) if you wish to be removed from any such other mailing lists.

We may elect to terminate our services for nonpayment, nonapproval of Unanticipated Services or because, in our opinion, our professional standards or other considerations require disengagement. By executing this Engagement Letter, you specifically consent to this right of disengagement. If we do disengage, our engagement will be deemed to have been completed upon notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended, and to reimburse us for all out-of-pocket expenditures through the date of termination.

To expedite payment and avoid delays in the release of work product, we recommend that you utilize the Automated Clearing House (ACH) to remit payment. Our ACH details are as follows:

Payee Name:	Novogradac & Company LLP
ABS/Routing Number (US Bank, One California Street, Suite 2100, SF, CA 94111):	121122676
Checking Account Number: Novogradac & Company LLP/ Operating Account:	153492594053



The following delivery options are also available:

U.S. Mail Address:

Accounts Receivable  
Novogradac & Company LLP  
P.O. Box 7833  
San Francisco, CA 94120-7833

Physical & Delivery Address:

Accounts Receivable  
Novogradac & Company LLP  
1160 Battery Street  
East Building, Suite 225  
San Francisco, CA 94111-1216

\*Identify remittance as: City of Orange Cove

## **Miscellaneous Terms**

The Company hereby acknowledges and agrees that the relationship it has with Novogradac, as described herein, is non-exclusive and that we may represent, perform services for, and contract with, as many additional clients, persons or companies as we, in our sole discretion, see fit.

As members of the American Institute of Certified Public Accountants, we comply with the AICPA Code of Professional Conduct (the "Code"). The Code prohibits the disclosure of confidential client information without the specific consent of the client. It also contains guidance regarding conflicts of interest. If we believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with the Integrity and Objectivity rule contained in the Code, we will disclose this to you. If we conclude that safeguards can be applied to reduce the threats to compliance with the Integrity and Objectivity rule to an acceptable level, we will seek your consent to continue to render services. If we conclude that continuing to render services could result in violation of this rule, we reserve the right to suspend or terminate our services prior to completion.

The City shall not solicit for purposes of employment any of Novogradac's staff assigned to the engagement described in this Engagement Letter ("Engagement Staff") without Novogradac's prior written consent, at any time while this Engagement Letter is in effect and for a period of twelve (12) months following the earlier of completion of the services by such employee or termination of this Engagement Letter (the "Non-Solicitation Period"); provided that, for the avoidance of doubt, the foregoing shall not apply to any Engagement Staff that responds to a public general advertisement by the City or that solicited the City directly for employment.

Except in the case of any Engagement Staff hired in accordance with the proviso set forth in the immediately preceding paragraph, in order to hire an Engagement Staff during the Non-Solicitation Period, the City must pay Novogradac a fee equal to one multiplied by the Engagement Staff's annualized final rate of pay while employed by Novogradac (the "Recruitment Fee"). Novogradac's greatest resource is its employees and Recruitment Fee is intended to compensate Novogradac for the loss of any employees should the City permanently hire any Engagement Staff.

## **Limitation on Damages**

Unless otherwise prohibited by law or regulation, the maximum amount of damages you may receive as a result of any determination that some or all of the services we performed under this and/or other mutual engagement letters between us and you were deficient, or for breach of contract, nonfeasance or negligence, shall be the fees paid to us for the disputed services. Similarly, the maximum amount of damages you can receive related to services you assert or believe we were required to perform, but which we did not perform, shall be the fees paid to us for said non-performed services. In no event shall we be liable for the consequential, special, incidental, or punitive loss, damage or expense caused to you or to any third party (including without limitation, lost profits, opportunity costs, etc.).



### **Limitations Period on Actions**

To the fullest extent permitted by law, no controversy, claim, suit or action, regardless of nature or form, relating to or arising out of this engagement, may be brought by or on behalf of the City and/or its Board of Managers, Board of Directors, Board committees, similar governing bodies, members, partners, principals, stockholders, employees, agents, affiliates, and/or subsidiaries, against Novogradac & Company LLP, or its members, partners, principals, managers, employees, agents, affiliates, or subsidiaries, more than one (1) year after the cause of action accrues. The foregoing period of limitation shall not be subject to tolling of any kind. Nothing contained within this Engagement Letter shall operate to extend, lengthen, or toll any applicable statutory limitations period of less than one year or any accrual point for any cause of action provided by law.

### **Confidentiality and Working Paper Ownership**

The working papers prepared in conjunction with the Study are the property of our firm, constitute our confidential information and will be retained by us in accordance with our firm's policies and procedures in accordance with applicable regulatory requirements. The City must maintain its own copy of documents provided to, or received from, us during the course of this engagement. The preceding sentence shall apply even if we have established a "client portal" within which you have the ability to upload, download or reference certain documents related to the services we have provided to you. Please note that documents on our client portal are generally purged automatically within a year of being posted to the portal, although certain archival copies of final deliverables may be retained for longer periods of time at our sole discretion.

Before providing us with any documents that contain credit card or individuals' social security numbers, please first mask or redact such numbers. If you choose to send any type of confidential information to us electronically, we strongly recommend that you use the secure transmission and/or client portal features of our ShareFile system, or you may use your own encrypted email service if you prefer. Our ShareFile service can be found at <https://novoco.sharefile.com/>. The signature block of our emails contains a link that will allow you to easily send documents to one of our personnel. If you choose to electronically send us confidential information by any unsecure means, including without limitation unencrypted email, you agree to bear all risks and damages that may result if the communication is intercepted.

### **Third Party Use of Work Product**

Any facsimile, Internet or other e-mail communication is tentative and preliminary. Any work product marked as draft is not final and therefore should not be relied upon in making financial or other important decisions. You may share the work product resulting from this Engagement Letter with your legal counsel and other advisors (collectively, "Permitted Recipients"). In accordance with the AICPA's Statement of Standards for Consulting Services, such services are provided for the internal use of client management, and therefore deliverables resulting from an engagement under said standard are not expected to be shared with third parties other than Permitted Recipients.

With the emergence of generative artificial intelligence (AI) in technology, Novogradac may utilize AI in the course of its business operations and/or to support the services provided to you pursuant to this Engagement Letter.

Novogradac may use the City's data disclosed and/or provided to Novogradac by the City or its representatives in connection with this Engagement Letter for internal benchmarking, valuation, testing, and/or development for research, process improvement, service improvement, system development and maintenance, and/or other internal business purposes ("Business Purpose"). Any data used for such purposes shall be subject to confidentiality, security, and/or other controls equal to that of Novogradac's production environments, or the data is in an aggregated, de-identified, and/or anonymized format that is not reasonably re-identifiable ("Anonymous Data").

City shall remain the sole owner of any City data provided to Novogradac, and City hereby grants to Novogradac a non-exclusive, royalty-free, world-wide and irrevocable license to use City's data for Business Purpose. Novogradac shall remain the exclusive owner of any Anonymous Data created or generated.

## Privacy Law Compliance

We will only collect, use, retain, or disclose personal information for the purposes of providing the Cost Segregation Study and Tax Forms and/or as otherwise permitted by this Engagement Letter (the "Contracted Business Purpose") and we will limit such collection, use, retention, or disclosure to activities reasonably necessary and proportionate to achieve the Contracted Business Purpose or another compatible operational purpose. As a Service Provider or Processor, defined pursuant to applicable U.S. federal, state or local privacy laws, including but not limited to the California Consumer Privacy Act (together, the "Privacy Law"), we will not collect, use, retain, disclose, share, sell or otherwise make personal information available in a way that does not comply with the Privacy Law, another applicable law, regulation, or professional standard, or which is unrelated to the Contracted Business Purpose. The personal information of City's clients, customers, owners, officers, employees, and/or investors will not be sold, shared, or otherwise used in a manner in violation of the Privacy Law. Novogradac will take reasonable steps to ensure our service providers or other downstream data recipients only process such data in a manner consistent with the Privacy Law, including by entering into written agreements with our service providers obligating them to comply with the Privacy Law.

City is responsible for providing all notices and/or obtaining required consents, including but not limited to obtaining consent for the processing of sensitive personal information, from individuals prior to the processing of any personal information in connection to the Business Purpose.

We will reasonably cooperate and assist City with City's Privacy Law obligations and responding to Privacy Law-related inquiries, such as responding to verifiable consumer requests or to determine our compliance with the Contracted Business Purpose and/or the Privacy Law, taking into account the nature of our processing and the information available to us. To the extent we are reasonably able to identify a consumer request as relating to the Contracted Business Purpose and/or the City, we will promptly notify City of the consumer request. City is responsible for responding to all consumer privacy requests. We reserve the right to notify the consumer that Novogradac is a Service Provider or Processor and that we are unable to act upon their request.

Novogradac reserves the right to retain data or otherwise refuse to process a consumer privacy request to the extent permitted by Privacy Law. In the event that consumer privacy requests are and/or become excessive and/or manifestly unfounded, City agrees to reimburse Novogradac's reasonable costs arising from Novogradac's assistance supporting City's Privacy Law obligations to address such consumer privacy requests on a time and materials basis.

City may request assistance with consumer privacy requests by contacting Novogradac's Privacy Office at:

Email:

[privacy@novoco.com](mailto:privacy@novoco.com)

Website:

[www.lighthouse-services.com/novoco](http://www.lighthouse-services.com/novoco)

(Please select Consumer Privacy Request)

Mail:

Novogradac & Company LLP

Attn.: Privacy Office

P.O. Box 7833

San Francisco, CA 94120-7833

We will use commercially reasonable precautions to ensure the security and/or confidentiality of personal information, but in all cases such precautions shall be at least a reasonable standard of care.

Upon City's written request, we will provide City with confidential access to our most recently completed Systems and Organization Controls Report ("SOC Report"). The SOC Report is our confidential information and City agrees to maintain the confidentiality of the SOC Report and only provide the SOC Report to other third parties with our prior written consent.

We will promptly notify City if we reasonably determine we are no longer able to fulfill our obligations under the Privacy Law.

If our services require you to disclose information that is subject to other privacy laws, such as the Health Information Portability and Accountability Act ("HIPAA"), please contact us so that we may determine if additional safeguards are needed.

## **Dispute Resolution**

In the event of a dispute arising out of or relating to this Engagement Letter, including any question regarding its breach, existence, validity or termination, and including any non-contractual claims (whether in tort or otherwise) ("Dispute"), the parties shall endeavor to reach a resolution of the Dispute satisfactory to both parties. Either party may commence such process by requesting a meeting with the other party, which may take place in person, or remotely. Each party shall nominate a representative or representatives who shall meet to try to resolve the Dispute.

If the Dispute is not resolved within ten (10) business days of the meeting (or subsequently scheduled meetings) between the party representatives taking place (or if, for any reason, such meeting does not take place within ten (10) business days of either party requesting the meeting (or such longer period as may be agreed between the parties)), then:

- a) The Dispute may, at either party's request, be referred to mediation in accordance with procedures prescribed by JAMS, NAM, or such other nationally recognized mediation provider, and informal negotiations need not continue. Either party may initiate the mediation process by giving notice in writing to the other party requesting mediation ("Mediation Notice").
- b) The mediation shall start not later than 120 days from the date of delivery of the Mediation Notice, unless otherwise agreed to in writing by the parties.
- c) The mediation shall take place in a location mutually agreed to by the parties and shall be subject to New York law.
- d) All fees and expenses billed by the mediation provider, including mediator fees, will be borne equally by the parties.
- e) Each party will bear its own costs and expenses of its participation in the mediation, including its own legal fees.

If either party refuses or fails to participate in the mediation process or if a resolution of the Dispute is not reached within 120 days from delivery of the Mediation Notice, or such other time period as agreed to in writing by the parties, either party may refer the Dispute to arbitration in accordance with the provisions of the arbitration clause below.



## **Governing Law and Arbitration**

All matters related to, concerning, or arising out of the professional relationship between the parties, or arising out of this Engagement Letter or the services provided or to be provided hereunder, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to New York's conflict of laws rules. Subject to the provisions of the Dispute Resolution clause above, in the event of a Dispute arising, the Dispute shall be referred to and finally resolved by arbitration to be administered by the American Arbitration Association (or any like organization successor thereto) in New York, New York, in accordance with the American Arbitration Association's Commercial Arbitration Rules. Each of the parties to this Agreement hereby agrees and consents to such venue and waives any objection thereto. The arbitrability of any such dispute, claim or controversy shall likewise be determined in such arbitration. Such arbitration proceeding shall be conducted in as expedited a manner as is then permitted by the commercial arbitration rules (formal or informal) of the American Arbitration Association. Both the foregoing agreement of the parties to this Agreement to arbitrate any and all such disputes, claims and controversies and the results, determinations, findings, judgments and/or awards rendered through any such arbitration shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings. Notwithstanding any provision of this Agreement relating to which state laws govern this Agreement, all issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and the federal common law of arbitration.

The arbitration shall be conducted by one (1) arbitrator selected in accordance with the AAA Commercial Arbitration Rules and Supplementary Procedures for Large Complex Disputes as modified below, unless the matter in dispute has a value of at least \$1,000,000 and either party wishes to have the arbitration conducted by a panel of three (3) arbitrators. The arbitrator(s) shall be experienced in the subject matter of the Arbitration Request as it applies to the subject matter of this Engagement Letter and/or the Dispute. The parties shall cooperate to attempt to select the arbitrator(s) by agreement within 30 days of the initiation of arbitration.

## **Severability**

Should any term or provision of this Engagement Letter, or part thereof, be declared or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term or provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Engagement Letter.

Some of the services described in this Engagement Letter may be provided by partners of an affiliate controlled by Novogradac & Company LLP. We believe this Engagement Letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this Engagement Letter, please sign the enclosed copy and return it to us so that we may begin work on this engagement. If we do not receive this executed Engagement Letter (and any required retainer) in our office within thirty days of the date of this letter, our offer to perform these professional services is automatically withdrawn. If we do agree in writing to extend the timeframe for execution of this agreement, please be aware that late initiation of the engagement will affect the timeframe for delivery of draft and final work products. We appreciate the opportunity to be of service to you.

Daniel T. Parra  
City of Orange Cove  
December 12, 2024  
Page 11 of 11

Very truly yours,  
NOVOGRADAC & COMPANY LLP

by:   
Alvin Lee (Dec 12, 2024 16:16 PST)  
Alvin Lee, Partner

**RESPONSE:**

**This Engagement Letter correctly sets forth our understanding for the services to be provided, and I am fully authorized to execute this Engagement Letter and bind the City:**

**Accepted by:  
City of Orange Cove**

By: \_\_\_\_\_  
Daniel T. Parra  
City Manager

Date: \_\_\_\_\_





JONES HALL

475 Sansome Street  
Suite 1700  
San Francisco, CA 94111  
t. 415.391.5780  
f. 415.276.2088

## LEGAL SERVICES AGREEMENT

BY AND BETWEEN THE CITY OF ORANGE COVE  
OF FRESNO COUNTY, CALIFORNIA  
AND JONES HALL, A PROFESSIONAL LAW CORPORATION,  
FOR LEGAL SERVICES

### INFLATION REDUCTION ACT OF 2022 RENEWABLE ENERGY TAX CREDIT PROGRAM

THIS AGREEMENT is entered into this \_\_\_\_ day of March 2025, by and between the CITY OF ORANGE COVE (the "City" or the "Client") and JONES HALL, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys");

#### **WITNESSETH:**

**WHEREAS**, the Inflation Reduction Act of 2022 (the "Act") is a federal law which includes certain provisions and incentives promoting clean energy;

**WHEREAS**, the City has undertaken and completed certain solar improvements in calendar year 2024 (the "Project") which are expected to qualify for a non-transferrable tax credit in the form of a direct payment under the Act to the City;

**WHEREAS**, Attorneys are qualified by training and experience to provide the necessary legal services to facilitate the receipt of the direct payments with the services further delineated herein and are willing to provide such services to the City;

**WHEREAS**, the public interest, economy and general welfare will be served by this Agreement;

#### **NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

In consideration of the foregoing and the mutual covenants contained in this Agreement, the City and Attorneys agree as follows:

**Section 1. Attorney-Client Relationship.** Upon execution of this Agreement, the City will be Attorney's client and an attorney-client relationship will exist between the City and Attorneys. Attorneys assume that all other parties that may assist the City in the process of evaluating and applying for the direct payments under the Act understand that in this process Attorneys represent only the City, Attorneys are not counsel to any other party, and Attorneys are not acting as an intermediary among the parties. Attorneys' services are limited to those contracted for in this Agreement; the City's execution of this Agreement will constitute an acknowledgment of those limitations.

**Section 2. Scope of Engagement.** Attorneys shall perform all of the following services in connection with evaluating and applying for the direct payments available under the Act:

- a. Consultation and cooperation with the City and City staff to assist in the formulation of a coordinated IRS application process.
- b. Evaluation of property which might qualify for tax credits under the Act, which may include coordination with City staff as well as with a third-party firm retained by the City.
- c. Advising the City on the requirements and procedures to be followed for the submission of required federal tax forms, including but not limited to the prevailing wage requirement and the apprenticeship requirement for enhancing the amount of investment tax credit payments and the domestic content requirement for credit eligible properties owned by governmental entities.
- d. Assisting in the preparation and filing of all federal tax forms and notices which are required to submit a claim for payment of the investment tax credit to the City under the Act with respect to qualifying energy properties, including compliance with the pre-registration notification requirement and the submission of Form 990.
- e. Preparation of a resolution for the governing board of the City approving the submission of all required federal tax forms and notices and approving City officers and staff to take necessary actions in connection therewith.
- f. At or prior to the receipt by the City of any investment tax credit payment, rendering a reasoned opinion to the City with respect to the allowable uses and purposes for which such payment may be expended.

**Section 3. Excluded Services.** Our duties in this engagement are limited to those expressly set forth above in Section 2, except as expressly set forth in a written amendment to this Agreement. Among other things, our duties do not include:

- a. Preparing requests for tax rulings from the Internal Revenue Service.
- b. Drafting proposed legislation.
- c. Pursuing test cases or any other litigation.
- d. Representing the Client in Internal Revenue Service examinations, audits or inquiries, or Securities and Exchange Commission investigations.
- e. Reviewing, advising or opining on service contracts relating to proposed energy projects such as architect contracts, construction contracts or the methods of obtaining said services, or providing advice or opining on or reviewing applications relating to federal or state grant programs or other matching fund programs.
- f. Advising on financial or business decisions.

**Section 4. Conflicts; Prospective Consent.** Attorneys represent many political subdivisions, investment banking firms and financial advisory firms in the course of its regular legal practice. It is possible that during the time that Attorneys are representing the City, one or more of Attorneys' present or future clients will have transactions with the City. Attorneys do not believe such representation, if it occurs, will adversely affect Attorneys' ability to represent you as provided in this Agreement, because such matters will be sufficiently different so as to make such representations not adverse to our representation of the City. Execution of this Agreement will signify the City's consent to Attorneys' representation of others consistent with the circumstances described in this paragraph.

**Section 5. Compensation.** For the services of Attorneys performed pursuant to the terms of this Agreement with respect to the Projects, Attorneys shall receive a flat fee in the amount of \$10,000 for all Form 990 filings which are made concurrently. The foregoing fee is not set by law but is negotiable between Attorneys and Client. Attorneys agree that submittal of invoices pursuant to this section shall occur at the time the City receives the tax credits in the form of a lump sum payment to the City. The foregoing fee of Attorneys shall be contingent upon the receipt by the City of any investment tax credit payment, and shall be payable from the proceeds thereof.

**Section 6. Responsibilities of the Client.**

(a) General. The City will cooperate with Attorneys and furnish Attorneys all information necessary for Attorneys to render the services described herein. During the course of this engagement, Attorneys will rely on City to provide Attorneys with complete and timely information on all developments pertaining to the clean energy properties.

(b) Federal Tax Law-Related Responsibilities. The Act imposes conditions and requirements relating to qualification for the tax credit available under the Act. The City will be required to make certain representations designed to ensure that the City has qualified for receipt of the tax credit. Attorneys will assume the accuracy of these representations. Attorneys will not undertake to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after receipt of the tax credit may result in a review by the IRS of representations made in the course of applying for the tax credit. In this regard, Client agrees to familiarize itself with the relevant requirements and restrictions relating to the tax credits and to exercise due diligence in complying with these requirements.

**Section 7. Independent Contractor.** Attorneys will act as an independent contractor in performing the services required under this Agreement, and under no circumstances shall Attorneys be considered an agent, partner, or employee of the City.

**Section 8. Assignment.** Attorneys may not assign their rights or delegate their obligations under this Agreement, in whole or in part, except with the prior written consent of the Client.

**Section 9. Termination of Agreement.**

(a) Termination by City. This Agreement may be terminated at any time by the City with or without cause upon written notice to Attorneys.

(b) Termination by Attorneys. This Agreement may be terminated by Attorneys upon 15 days' written notice to the City if the City fails to follow written legal advice given by Attorneys.

(c) Consequences of Termination. In the event of termination, all finished and unfinished documents shall at the option of the City become its property and shall be delivered to the City by Attorneys.


\*\*\*\*\*

IN WITNESS WHEREOF, the City and Attorneys have executed this Agreement as of the date first above written.

**CITY OF ORANGE COVE**

By \_\_\_\_\_  
Authorized Official

**JONES HALL, A PROFESSIONAL LAW CORPORATION**

By  \_\_\_\_\_  
Earl Carlson  
Vice President



4.c.

For the Meeting of Mar 26, 2025

## CITY OF ORANGE COVE REPORT TO CITY COUNCIL

**To:** Orange Cove City Council

**From:** Dario Dominguez, Interim City Manager / Public Works Director

**Subject:** Approve donation request from the Orange Cove High School AVID 5K Lucky Run program in the amount of \$500 for Fiscal Year 2024-25

**Attachment:** None

### **RECOMMENDATION**

Staff recommend the City Council approve a donation request from the AVID 5K Lucky Run in the amount of \$500 for Fiscal Year 2024-25.

### **BACKGROUND**

The Orange Cove High School AVID 5K Lucky Run occurs on an annual basis. This year the run transpired on Saturday, March 15, 2025 and was very successful with a great turnout. Public Works and the Police Department assist in road closures and traffic control. The City has been sponsoring the event for several years and would like to continue to do so. The event promotes healthy habits and an active lifestyle to our community. It focuses on community engagement, fun, and fitness.

### **ENVIRONMENTAL REVIEW**

This action does not constitute a "project" pursuant to the California Environmental Quality Act.

### **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **FISCAL IMPACT**

Funds will be utilized from the Administration Fund.



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APPROVE: Interim City Manager: Dario Dominguez

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

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**TYPE OF ITEM:**

Consent

Info Item

Action Item

Department Report

Redevelopment Agency

Public Hearing

Matter Initiated by a Council Member

Other

Continued to: \_\_\_\_\_

RECEIVED

MAR 20 2025

City Clerk  
City of Orange Cove



## CITY OF ORANGE COVE REPORT TO CITY COUNCIL

**To:** Orange Cove City Council

**From:** Dario Dominguez, Interim City Manager / Public Works Director

**Subject:** Adopt Resolution Supporting the Timely Implementation and Use of 2025 Congestion Management & Air Quality Improvement Program (CMAQ) grant project awards

**Attachment:** Resolution 2025-09; Supporting the Timely Implementation and Use of Funding Allocations from the 2025 CMAQ Project Awards

### **RECOMMENDATION:**

City staff recommends the Council adopt **Resolution 2025-09** supporting the timely implementation and use of grant funding stemming from 2025 CMAQ grant awards. A grant award is not guaranteed to the City and will be assigned based on the merits of the individual applications submitted by City Engineering staff. The terms and conditions of the grant application requires the City agree to timely project implementation and use of funds in advance of the evaluation of applications.

The CMAQ grant application packages are required to be submitted on or before 3/21/25 to Fresno Council of Governments (COG) and will be evaluated / scored on 6/11/25, assuming adoption of this resolution. Staff anticipates that award recommendations would be available in the late July 2025 time frame.

The CMAQ program is primarily focused on transportation projects and programs that help meet the requirements of the Clean Air Act. The application evaluation focuses on a variety of factors, with heavy weighting (scoring component) favoring disadvantage communities. We believe the City has a good chance of securing a majority of the nine (9) projects identified in the grant applications. The construction value for all nine projects totals \$2,856,000, the grant award totals \$2,528,417 with a Local Funds / City Match of \$327,583 (~14.1% of grant allocation). See the Background section for a summary of the projects included in the grant applications.

As a condition of grant award, the City must demonstrate dedicated and available local matching funds. Based on the availability of these matching funds, the City may elect not to except the entirety of the award based on its ability to fund the local match component. This resolution does not obligate the City to accept any CMAQ grant awards. Acceptance of any CMAQ funding will require a separate resolution.

### **BACKGROUND:**

The Congestion Management & Air Quality Improvement Program (CMAQ) grant project awards are Federally and State funded under the Regional Surface Transportation program. Evaluation and administration of the annual application review process is handled at the local level by the Fresno Council of Governments (FCOG). Technical overview and administration is provided by the California Department of Transportation (Caltrans) during both the evaluation and engineering / construction phase. In FY 2025 the USDOT will award ~ \$2.7 billion dollars nationally in CMAQ awards.

Project application breakdown for eligible Orange Cove project, based on the grant criteria / eligibility requirements are;

Project 1 (Apl#FRE504625): W. Railroad Ave. (Anchor Ave. to 10th St.)  
Est. Const. Cost: \$321,000 / CMAQ Funds: \$284,181 / Local Funds: \$36,819

Project 2 (Apl#FRE504613): W. Railroad Ave. (4<sup>th</sup> St. to 5<sup>th</sup> St.)  
Est. Const. Cost: \$271,000 / CMAQ Funds: \$239,916 / Local Funds: \$31,084

Project 3 (Apl#FRE504597): E. Railroad Ave. (Park Blvd. to Anchor Ave.)  
Est. Const. Cost: \$326,000 / CMAQ Funds: \$288,608 / Local Funds: \$37,392

Project 4 (Apl#FRE504604): E. Railroad Ave. (Hills Valley Rd. to 6<sup>th</sup> St.)  
Est. Const. Cost: \$375,000 / CMAQ Funds: \$331,988 / Local Funds: \$43,012

Project 5 (Apl#FRE504705): C St. (9<sup>th</sup> St. to 11<sup>th</sup> St.)  
Est. Const. Cost: \$328,000 / CMAQ Funds: \$298,378 / Local Funds: \$37,622

Project 6 (Apl#FRE504708): C St. (11<sup>th</sup> St. to E. Railroad Ave.)  
Est. Const. Cost: \$289,000 / CMAQ Funds: \$255,852 / Local Funds: \$33,148

Project 7 (Apl#FRE504711): B St. (9<sup>th</sup> St. to Jacobs Ave.)  
Est. Const. Cost: \$327,000 / CMAQ Funds: \$289,493 / Local Funds: \$37,507

Project 8 (Apl#FRE504710): B St. (11<sup>th</sup> St. to 9<sup>th</sup> St.)  
Est. Const. Cost: \$291,000 / CMAQ Funds: \$257,623 / Local Funds: \$33,377

Project 9 (Apl#FRE504709): B St. (11<sup>th</sup> St. to Anchor Ave.)  
Est. Const. Cost: \$328,000 / CMAQ Funds: \$290,378 / Local Funds: \$37,622

**ENVIRONMENTAL REVIEW:**

NA – To be Evaluated with acceptance of a grant project award.

**CONFLICTS OF INTEREST:**

None

**FISCAL IMPACT:**

Should the City elect to accept one or more CMAQ project awards – it will be obligated to provide a local match component, estimated at ~ 14.1% of the grant allocation value.



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APPROVED: Interim City Manager: Dario Dominguez      Finance: \_\_\_\_\_      City Attorney: \_\_\_\_\_

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**COUNCIL ACTION:**    *APPROVED*    *DENIED*    *NO ACTION*

**TYPE OF ITEM:**

Consent

Info Item

Action Item

Department Report

Redevelopment Agency

Public Hearing

Matter Initiated by a Council Member

Other

Continued to: \_\_\_\_\_

RECEIVED

MAR 20 2025

City Clerk  
City of Orange Cove

**RESOLUTION NO. 2025-09**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
SUPPORTING THE TIMELY IMPLEMENTATION AND USE OF FUNDING  
ALLOCATIONS FROM THE 2025 CONGESTION MANAGEMENT & AIR QUALITY  
IMPROVEMENT PROGRAM (CMAQ) GRANT PROJECT AWARDS**

**WHEREAS**, AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funding; and

**WHEREAS**, the City is able to apply for and receive Federal and State funding under the Regional Surface Transportation Program; and

**WHEREAS**, the City desires to ensure that its projects are delivered in a timely manner to preclude the Fresno Region from losing those funds for non-delivery; and

**WHEREAS**, it is understood by the City that failure for not meeting project delivery dates for any phase of a project may jeopardize federal or state funding to the Region; and

**WHEREAS**, the City must demonstrate dedicated and available local matching funds;  
and

**NOW THEREFORE BE IT RESOLVED**, that the Council hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.

**BE IT FURTHER RESOLVED**, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Fresno Council of Governments Policy Board to terminate an agency’s project and reprogram Federal/State funds as deemed necessary.

**BE IT FURTHER RESOLVED**, that the City Council does direct its management and engineering staffs to ensure all projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the City Council.

**PASSED, APPROVED AND ADOPTED** this 26th day of March 2025, at a regular meeting of the Orange Cove City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

\_\_\_\_\_  
Diana Guerra Silva, Mayor

**ATTEST:**

\_\_\_\_\_  
Cynthia Cisneros, City Clerk



# CITY OF ORANGE COVE REPORT TO CITY COUNCIL

**To:** Orange Cove City Council

**From:** Dario Dominguez, Interim City Manager / Public Works Director

**Subject:** Adopt Resolution 2025-10; Authorizing the City Manager or Public Works Director to execute grant application and agreement related documents associated with the Department of Water Resources (DWR) grant for the "City of Orange Cove Water System Improvement" project.

**Attachments:**

- 1) Resolution 2025-10; Authorizing the Grant Application, Acceptance and Execution for the "City of Orange Cove Water System Improvement" project (State / DWR Grant Agreement No. 460001145544)
- 2) Resolution 2021-40; Grantee's Authorizing Resolution Authorizing the Grant Application, Acceptance and Execution for the "City of Orange Cove Water System Improvement" project.

**RECOMMENDATION:**

City staff recommends the Council adopt **Resolution 2025-10** which authorizes the City Manager or Public Works Director to sign and submit grant application documents, as well as execute a grant agreement and associated administrative documents\* pertaining the "City of Orange Cove Water System Improvement" project.

\* Associated documents would include change orders, reimbursements, time extensions, etc.

Resolution 2025-10 is necessary to clarify who has signatory authority authorization from Council to execute grant award and administrative documents. The previous signatory authority, per adopted City Resolution 2021-40, authorized the City Manager or designee.

The grant administrator (DWR) has questions who has signatory authority in light of the current City Manager status (administrative leave).

It was suggested by the DWR administrator, with the concurrence of staff, that most expeditious remedy would be to request Council adopt a new resolution broadening the authorization authority to include both the City Manager and the Public Works Director. The change in authorization would allow Mr. Dario Dominguez to sign all grant related documents in his capacity as both the Interim City Manager and Public Works Director.

Note: Resolution 2025-10 differs from previous Resolution 2021-40, in that it broadens the authorization authority and it changes the wording to account for the fact that the subject grant was awarded to the City on or about 3/11/22 (State / DWR Grant Agreement No. 460001145544)



**BACKGROUND:**

Funding for the City of Orange Cove Water System Improvement project was grant funded through the State of California Natural Resources Agency Department of Water Resources (DWR) as part of the Small Community Drought Relief program. The City was awarded grant funding in the amount of \$7,921,865 on or about 3/11/22 based on an estimated Construction Value \$9,273,865.

The grant scope was predicated on securing a good quality and significant volume water supply ~ 4 miles east of Orange Cove in the Alta Irrigation District jurisdiction. The project was to consist on a single new ground water well including a land purchase for the well site, 5.5 miles of 12-inch water transmission line, a 1.0 million gallon (MG) storage tank, and a 3,500 gpm booster pump station. The new ground water well was to be the City's alternate water supply during drought and emergency conditions.

A test well was completed east of Reedley on or about 4/13/23. The well produced drinking quality water with a sustainable capacity of 1,000 gpm plus. Unfortunately, the well and base project scope could not be completed as planned due to objections from Fresno County GSA, the ALTA Irrigation District and the City of Reedley. The basis of the objection was that the water would be removed from there water shed and the City had not received approval – which they were not inclined to grant.

In a change in scope letter from the City to the DWR dated 8/29/23 – the City acknowledge that it was modifying the project scope to fit the new circumstances. The City Engineer at the time was assigned the responsibility for not securing the required approvals before embarking on the remote well concept.

At this time, the City Engineering staff is salvaging the grant to the greatest extent possible and will be constructing elements of infrastructure cited in the base grant scope. The water supply component of the grant will also be pursued.

**ENVIRONMENTAL REVIEW:**

No Environmental Impact associated with the adoption of Resolution 2025-10. Construction environmental reviews are in progress.

**CONFLICTS OF INTEREST:**

None

**FISCAL IMPACT:**

No Fiscal Impact associated with the adoption of Resolution 2025-10

Adopt Resolutions 2025-10, Authorizing the City Manager or Public Works Director to Sign Grant Documents associated with the Water System Improvement project in behalf of the City  
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APPROVE: Interim City Manager: Dario Dominguez

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

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**COUNCIL ACTION:**    *APPROVED*    *DENIED*    *NO ACTION*

**TYPE OF ITEM:**

Consent

Info Item

Action Item

Department Report

Redevelopment Agency

Public Hearing

Matter Initiated by a Council Member

Other

Continued to: \_\_\_\_\_

**RESOLUTION NO. 2025-10**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION  
FOR THE CITY OF ORANGE COVE WATER SYSTEM IMPROVEMENT PROJECT  
(State / DWR Grant Agreement No. 46000114544)**

**WHEREAS**, the City of Orange Cove proposes to implement the City of Orange Cove Water System Improvement project, grant funded through the State of California Natural Resources Agency Department of Water Resources (DWR) as part of the Small Community Drought Relief program; and

**WHEREAS**, the City of Orange Cove Water System Improvement project is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies; and

**WHEREAS**, the City of Orange Cove has the legal authority and is authorized to enter into a funding agreement with the State of California; and

**WHEREAS**, the City of Orange Cove intends to / or has applied for grant funding / or has been awarded grant funding from the California Department of Water Resources for the City of Orange Water System Improvement project; and

**THEREFORE, BE IT RESOLVED** by the City Council of Orange Cove of the City of Orange Cove as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25), the City of Orange Cove City Manager or Public Works Director is hereby authorized and directed to prepare and file an application and execute all funding and project administrative documents with the Department of Water Resources, and take such other actions as necessary or appropriate to obtain grant funding and administer the project award as applicable.
2. The City of Orange Cove City Manager or Public Works Director is hereby authorized and directed to execute the funding agreement and administer a grant agreement with the Department of Water Resources and any amendments thereto.
3. The City of Orange Cove City Manager or Public Works Director is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding and administer a grant agreement as applicable.

**PASSED, APPROVED AND ADOPTED** this 26th day of March 2025, at a regular meeting of the Orange Cove City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ATTEST:**

**APPROVED:**

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Cythia Cisneros, City Clerk

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Diana Guerra Silva, Mayor



RECEIVED

MAR 20 2025

City Clerk  
City of Orange Cove



For the Meeting of March 26, 2025

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**TO:** Orange Cove City Council

**FROM:** Shun Patlan, Director of Planning and Building

**Subject:** Second Reading and Adoption of Ordinance No. 400 Which Amends Title 5 by Adding Chapter 5.44 To the Orange Cove Municipal Code

**Attachments:** Ordinance 400  
Copy of Proof of Publication Mid Valley Times

### RECOMMENDED;

1. Staff recommends the City Council consider taking the following action:
  - A. Approve the Second Reading and adoption of Ordinance 400 entitled: “An Ordinance of the City Council of the City of Orange Cove, California to Promote Public Health, Safety and Welfare by Adding Chapter 5.44 To Title 5 To Regulate Sidewalk Vending on City Right-of- Ways”
  - B. City Council conduct a public hearing to receive public comments on the Ordinance.

### EXECUTIVE SUMMARY

On March 12, 2025, the Orange Cove city Council approved the first reading and introduction of an ordinance establishing Sidewalk Vendors Regulations. The ordinance requires a public hearing on the proposed ordinance to receive public comment(s). A public hearing notice was published as required.

### Environmental Review

Determination is made that the Sidewalk Vending Ordinance is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines, Section 15061(b)(3) in the adoption of these regulations merely implements a regulatory process that will not foreseeably result in construction activities or other physical activities either directly or indirectly.

**FINANCIAL INFORMATION**

**FISCAL IMPACT:**

- 1. Is There a Fiscal Impact? NO
- 2. Is It Currently Budgeted? N/A
- 3. If Budgeted, Which Line? N/A

Prepared By:   
Shun Patlan

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REVIEW: City Manager: \_\_\_\_\_ Finance: \_\_\_\_\_ City Attorney: \_\_\_\_\_

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<b>TYPE OF ITEM:</b>	<b>COUNCIL ACTION:</b>	<b>APPROVED</b>	<b>DENIED</b>	<b>NO ACTION</b>
<input type="checkbox"/> Consent			<input type="checkbox"/> Public Hearing	
<input type="checkbox"/> Info Item			<input type="checkbox"/> Matter Initiated by a Council Member	
<input checked="" type="checkbox"/> Action Item			<input type="checkbox"/> Other	
<input type="checkbox"/> Department Report			<input type="checkbox"/> Continued to: _____	
<input type="checkbox"/> Redevelopment Agency				

**ORDINANCE NO. 400**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA, TO PROMOTE PUBLIC HEALTH, SAFETY AND WELFARE BY ADDING CHAPTER 5.44 TO TITLE 5 TO REGULATE SIDEWALK VENDING ON PUBLIC LAND**

WHEREAS, California Constitution, Article XI, Section 7, authorizes the City of Orange Cove ("City") to adopt and enforce local police, sanitary, and other ordinances and regulations that are not in conflict with general laws; and,

WHEREAS, in light of recent State decisions as well as recent efforts to ensure more efficient enforcement of the Orange Cove Municipal Code ("OCMC") to promote public health, safety, and welfare, the City Council has identified an adoption and revision to be made to Title 5 of the Orange Cove Municipal Code ("OCMC") to regulate sidewalk vending; and,

WHEREAS, the OCMC does not contain any provisions which reasonably regulate the time, place and manner of sidewalk vending and there is a need to include in the OCMC such provisions in conformity with recent changes in State law, including California Senate Bill No. 946 (codified in Sections 51036 through 51039 of the Government Code), to protect legitimate and objective public health, safety and welfare concerns that are raised by sidewalk vending, including proper sanitation, proper food preparation, storage and distribution, avoidance of the spread of illnesses, ensuring safe and unobstructed pedestrian travel on public rights of way, compliance with the Americans with Disabilities Act, safe lighting standards, and other health, safety, and welfare concerns; and,

WHEREAS, the City wishes to ensure that the OCMC's provisions regulating sidewalk vending are consistent with State law for accuracy of enforcement and transparency for the public.

NOW, THEREFORE, the Council of the City of Orange Cove does ordain as follows:

Section 1. The above recitals are true and correct and are incorporated herein.

Section 2. OCMC Chapter 5.44 (Sidewalk Vending) is hereby added to Title 5, and is to read in its entirety as follows:

**Chapter 5.44 SIDEWALK VENDORS**

**5.44.010 – Definitions.**

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

"City" means the City of Orange Cove.

"City Manager" means the city manager or his or her designee.

"Park" means a public park owned or operated by the city.

"Person" means any natural person, firm, association, organization, partnership, joint venture, business trust, corporation, or company.

"Roaming sidewalk vendor" means a sidewalk vendor who operates by traveling from place to place and stops only to complete a transaction.

"Sidewalk" means a public sidewalk or paved pedestrian path specifically designed for pedestrian travel.

"Sidewalk vendor" or "vendor" means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a sidewalk within the City.

"Sidewalk vending" refers to commercial activity conducted by a sidewalk vendor.

"Stationary sidewalk vendor" means a sidewalk vendor who operates from a fixed location.

#### **5.44.020 – License required.**

No person shall engage in sidewalk vending without first obtaining a business license pursuant to Chapter 5.44 and this chapter.

#### **5.44.030 – Application procedure.**

- A. An application for a sidewalk vending license shall include the following information:
1. The applicant's name, current mailing address, and telephone number;
  2. A copy of a valid California's driver's license or identification number, an individual taxpayer identification number, or a social security number. Such information is not a public record and will remain confidential as required by Government Code section 51038(c)(4);
  3. If the vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal;
  4. A description of the merchandise to be offered for sale and any vending equipment to be used (including the dimensions of carts or other conveyances);
  5. A copy of a valid California Department of Tax and Fee Administration seller's permit, as required;



6. If a vendor of food, proof of all required approvals from the Fresno County Department of Public Health;
  7. A description, map, or drawing of the location(s) in which the applicant proposes to operate;
  8. A statement of the days and hours of proposed vending operations and whether the sidewalk vendor intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor;
  9. Proof of comprehensive general liability insurance with minimum policy limits of one million dollars (\$1,000,000.00) per occurrence, combined single limit coverage, and two million dollars (\$2,000,000.00) in the aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the permittee, with an endorsement naming the city as an additional insured.
  10. An agreement by the applicant to indemnify and hold harmless the city, its officers and employees, for any damage or injury caused to the city as a result of the sidewalk vending conduct or activity.
  11. The applicant's certification that, to his or her knowledge and belief, the information contained in the application is true; and
  12. Such other information as the administrator deems necessary for the administration or enforcement of this chapter as specified on the required application form.
- B. Applications shall not be accepted unless accompanied by payment of an application fee that the city council may establish by separate resolution in an amount not to exceed the city's reasonable cost of providing the services required by this chapter.

**5.44.040 – Grounds for denial.**

- A. Applicants will be notified of the Administrator's decision to approve or deny an application for a sidewalk vending license. An application may be denied on the following grounds:
1. The proposed vending location encroaches on a public sidewalk without maintaining an unobstructed pedestrian access route as specified in Section 5.44.080

2. The proposed vending operation, including the equipment to be used by the vendor, fails to comply with all applicable health, zoning, fire, building and safety laws of the State of California or of the City of Orange Cove.
3. The applicant has knowingly made a false, misleading, or fraudulent statement of material fact in the application.
4. The applicant does not possess all state and local permits necessary for the proposed operations.
5. The applicant has had a license issued pursuant to this chapter revoked within the preceding twelve (12) months.
6. The applicant is indebted to the city for any unpaid fee or fine.

**5.44.050 – Term and renewal.**

- A. A sidewalk vending license shall be valid for one year after the date of issuance, unless it is revoked prior to that date in accordance with the provisions of this chapter.
- B. Each sidewalk vendor who seeks to renew a license pursuant to this chapter shall submit a renewal application on a city-approved form and tender any applicable fees to the administrator no later than thirty (30) calendar days prior to the expiration of the vendor's current license. unless timely renewed, any license issued pursuant to this chapter shall expire and become null and void at the end of its term.
- C. An application to renew a license issued pursuant to this chapter may be denied by the administrator upon the grounds set forth in Section 5.44.040.

**5.44.060 – License nontransferable.**

A sidewalk vending license shall not be transferable to any person or be valid for vending operations in any location(s) other than that location designated on the license for the term stated.

**5.44.070 – Exemptions.**

A sidewalk vending license shall not be required for the following activities:

1. Events conducted in accordance with a special event permit, including but not limited to a certified farmers' market, swap meet, street fairs, outdoor concerts, sport league opening day, and physical business sidewalk sales.

**5.44.080 – Operating requirements.**

A. No sidewalk vendor shall operate in the following locations:

1. Any public property, including, without limitation, streets, alleys, and city owned parking structures, except on a public sidewalk;
2. Within one block of a certified farmers' market or a swap meet, during the limited operating hours of these events;
3. Within one block of an area designated for a special event permit for the limited duration of the permitted event. Any notice, business interruption mitigation, or other rights provided to affected businesses or property owners under the city's special event permit will also be furnished to a sidewalk vendor permitted to operate in the area.
4. Within one block of any public or private school grounds, between the hours of 8:00 a.m. and 5:00 p.m., on days that school is open to students;
5. At any location between the hours of 10:00 p.m. and 7:00 a.m.
6. Upon or within any roadway, median strip, or dividing section; or
7. On private property without the consent of the property owner and a city issued permit.
8. Within two hundred (200) feet of another vendor.

B. Stationary sidewalk vendors shall not operate in residential zones or in any park for which the city has entered an exclusive concessionaire agreement; they may only operate at the location(s) designated in a license issued pursuant to this chapter and only during the times set forth therein.

C. Roaming sidewalk vendors shall not operate within residential zones between the hours of 7:00 p.m. and 9:00 a.m. and shall not operate on any city block for more than one hour in any four hour period.

- D. All sidewalk vendors are subject to the following requirements:
1. Maintain and ensure compliance with all state and local permits necessary for the proposed vending operation;
  2. Keep the information furnished to the city under Section 5.44.030(A) current;
  3. Carry a license issued pursuant to this chapter at all times when operating in the city, and present the license for inspection at the request of any city staff member or law enforcement officer;
  4. Maintain an unobstructed pedestrian access route at sidewalk vending locations that is clear of any vending equipment or public obstructions including, but not limited to, street trees, news racks, bus benches, and curb lines. The minimum width of unobstructed routes must be suitable for the width of the sidewalk.
    - a. Four feet when the sidewalk is no greater than thirteen (13) feet wide;
    - b. Six feet when the sidewalk is greater than thirteen (13) feet but no greater than seventeen (17) feet wide; and
    - c. Umbrellas used in connection with vending operations may project into the minimum required pedestrian clearance as long as the bottom edge of the umbrella is at least seven feet from the surface of the sidewalk.
  5. Ensure that vending operations are not blocking the entrances to any buildings, driveways, or vehicle parking spaces;
  6. Ensure that equipment used in connection with sidewalk vending operations are not stored or left unattended in public spaces or in any portion of the public right-of-way. (Equipment or objects left in public spaces or in the public right-of-way overnight, or outside the hours of permitted vending operations, will be considered discarded and may be seized or disposed of by the city);
  7. Ensure that signs, tables, chairs, shade structure, fences, or other furnishings not approved for use in a sidewalk vending license are not used in vending operations;
  8. Do not use any horns, music, lights, visual media, (or any sound amplifying device unless expressly approved in the vending license);
  9. Do not sell or offer for sale lottery tickets, alcohol, cannabis, adult oriented material, tobacco or electronic cigarette products, or any living animal;
  10. Do not operate in the city between 10:00 p.m. and 7:00 a.m.

11. Do not use or attach any water lines, electrical lines, or gas lines during vending operations;
12. Do not affix, lean, or touch any sidewalk vending equipment to, on, or against any street fixture or structure, including, but not limited to utility posts, bus shelters, public trash cans, parking meters, or street signs;
13. Ensure that sidewalk vending equipment does not physically alter or otherwise damage the underlying sidewalk;
14. Do not solicit any individual who has expressed a desire not to be solicited;
15. Do not come into physical contact with any member of the public, without first receiving express permission;
16. Do not threaten any injury or damage to any member of the public who declines to be solicited;
17. Maintain vending operations in sanitary condition, including ensuring proper disposal of any trash produced as a result of said operations. (Vendors must operate with their own trash containers to allow the proper disposal of trash, food, or liquids generated by their operations.)

#### **5.44.090 – License revocation.**

A sidewalk vendor license may be revoked after the licensee is afforded written notice and an opportunity to be heard respecting a citation for the licensee's fourth or subsequent violation of the requirements set forth in this chapter.

#### **5.44.100 – Penalties.**

- A. A violation of this chapter is not punishable as an infraction or misdemeanor, and no person will be subject to arrest for sidewalk vending unless said person has violated a law for which a person may be arrested.
- B. Any person who violates any provisions of any ordinance enacted by the city, as amended from time to time, or any person who owns property upon which a violation exists, irrespective of whether that person caused the violation, shall be subject to an



administrative fine or penalty up to the maximum amounts set forth by Senate Bill No. 946 Section 51039 and enforced by Orange Cove Municipal Code Chapter 1.18.

- C. Persons cited more than three or more violations within a twelve (12) month period may also be subject to suspensions, permit modifications, permit revocation, or other forms of abatement actions by the city that are otherwise permitted by state and local law.
- D. Operating as a sidewalk vendor without applicable permits/licenses, either from the City of Orange Cove or applicable food safety/handling permits from the Office of the Fresno County Environmental Health, is subject to a separate administrative fine schedule up to the maximum amounts set forth by Senate Bill No. 946 Section 51039 and enforced by Orange Cove Municipal Code Chapter 1.18.
- E. Persons cited for violating this chapter may request an administrative appeal hearing as permitted by Orange Cove Municipal Code Chapter 1.18.080. In addition to the standard administrative appeal procedure persons cited under this chapter shall be notified that they have the right to request an ability to pay determination by the hearing officer if they are found to be in violation after the appeal hearing or if the person does not dispute the violation and solely requests an ability to pay determination. The City of Orange Cove shall charge no administrative appeal fee for an ability to pay determination hearing. The hearing officer for an ability to pay appeal hearing may be designated by the city manager.

### Section 3. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

### Section 4. CEQA FINDINGS.

EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. The City Council further finds that the enactment of regulations pursuant to this Ordinance is determined to be exempt under Section 15061(b)(3) of Title 14 of the California Code of Regulations (the "State CEQA Guidelines") in that the adoption of these regulations merely implements a regulatory process that will not foreseeably result in construction activities or other physical activities, either directly or indirectly. It can therefore be foreseen that the enactment of this Ordinance does not have the potential to result in significant effects on the environment.

Section 5. EFFECTIVE DATE.

This Ordinance shall take effect 30 days after its final passage.

Section 6. All provisions of the OCMC that have not been amended or deleted by this Ordinance shall remain in full force and effect unless they otherwise are amended by another Ordinance of the City Council

At a regular meeting of the City Council of Orange Cove on March 12, 2025, this Ordinance was introduced by the following vote:

Ayes:

Noes:

Absent:

The foregoing Ordinance was adopted by the City Council of Orange Cove on \_\_\_\_\_ and ordered published by posting the following vote:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Diana Guerra Silva

Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Cisneros

City Clerk

RECEIVED

MAR 18 2025

City Clerk  
City of Orange Cove